



Kenai City Council - Regular Meeting

June 19, 2024 – 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

1. Water and Wastewater Rate Study, Public Works Director Curtin
2. Kenai Regional Airport - Leakage and Retention Study, Volaire Aviation Consulting

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

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3421-2024** - Increasing Estimated Revenues and Appropriation in the Kenai City Airport Snow Removal Equipment, Visitor Center, and Public Safety Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)
2. **Ordinance No. 3422-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Public Safety Capital Project Fund for Cost in Excess of Projected Budgeted Amounts for Fire Department Flooring Replacement Phase 2. (Administration)
3. **Ordinance No. 3423-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Personal Use Fishery Fund for Annual Transfer from Personal Use Fishery Fund to the General Fund for Non-Departmental Expenses. (Administration)
4. **Ordinance No. 3424-2024** - Increasing FY2025 Estimated Revenues and Appropriations in the General Fund and Authorizing Renewal of the City's Property, Liability, Workers' Compensation, Airport and Other Ancillary Policies with the Alaska Municipal League Joint Insurance Association for July 1, 2024 through June 30, 2025. (Administration) [KMC 1.15.070(d)]

1. Motion for Introduction
2. Motion for Second Reading (Requires a Unanimous Vote)
3. Motion for Enactment (Requires Five Affirmative Votes)

5. **Resolution No. 2024-25** - Authorizing the Use of the Fleet Replacement Fund for the Purchase of Equipment to Upfit Three New Police Vehicles. (Administration)
6. **Resolution No. 2024-26** - Approving a Twelve-Month Extension of Time for Good Cause for the Completion of Permanent Improvements for a Lease Between the City of Kenai and State of Alaska, Division of Forestry for Airport Reserve Lands Described as Lot 4A, FBO Subdivision No.11, Plat No. 2021-44. (Administration)
7. **Resolution No. 2024-27** - Authorizing the City Manager to Enter into an ATM Concession Agreement for the Kenai Municipal Airport. (Administration)
8. **Resolution No. 2024-28** - Amending City Council Policy No. 20.020 Commissions, Committees and Council on Aging Procedures to Amend the Meeting Location for the Airport Commission and Making Other Housekeeping Amendments. (City Clerk)
9. **Resolution No. 2024-29** - Authorizing a Service Agreement for the Personal Use Fishery Dumpsters and Portable Restrooms. (Administration)
10. **Resolution No. 2024-30** - Authorizing a Contract Award and Corresponding Purchase Order for the 2024 Recreation Center Epoxy Flooring Project. (Administration)
11. **Resolution No. 2024-31** - Approving a Twelve-Month Extension of Time for Good Cause for the Completion of Permanent Improvements for a Lease between the City of Kenai and Joel Caldwell for Airport Reserve Lands Described as Lot 3, Block 4, General Aviation Apron Subdivision No. 1, Plat No. 73-68. (Administration)

F. **MINUTES**

1. *Regular Meeting of June 5, 2024. (City Clerk)

G. **UNFINISHED BUSINESS**

1. **Resolution No. 2024-17** - Renaming Cook Inlet View Drive to Cook Inlet Drive. (Sounart) *[On 05/15/24 this item was referred to the Planning and Zoning Commission for recommendation to Council and postponed to 06/05/24; on 06/05/24 this item was postponed as amended to the 06/19/24 City Council meeting.]*

H. **NEW BUSINESS**

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Special Use Permit to the State of Alaska, Division of Forestry for Use of 30,000 Square Feet of Apron Space at the Kenai Municipal Airport. (Administration)
3. ***Action/Approval** - Special Use Permit to Echo Lake Meats for Use of 20 Square Feet of Terminal Space at the Kenai Municipal Airport. (Administration)
4. ***Action/Approval** - Special Use Permit to Kenai Aviation Operations, LLC for Use of 1200 Square Feet of Apron Space at the Kenai Municipal Airport. (Administration)
5. ***Action/Approval** - Special Use Permit to Weaver Brothers, Inc. for Trucks and Trailers Storage. (Administration)

- [6.](#) ***Action/Approval** - Special Use Permit to Kenai Chamber of Commerce and Visitor Center - Moose Meat John Cabin. (Administration)
- [7.](#) ***Action/Approval** - Special Use Permit to Shane Morgan for Sheet Pile Storage. (Administration)

I. COMMISSION / COMMITTEE 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

1. Discussion of Potential Payroll Settlement. [AS 44.62.310(c)(1) and AS 44.62.310(c)(3)]

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's Office 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/meeting/register/tZUof--uqjwuGNA9TpWjiuD5xasJk-leXjY>



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TECHNICAL MEMORANDUM

To: Scott Curtin
Director of Public Works
City of Kenai, Alaska

Date: May 21, 2024

From: William Wilks, Parrish, Blessing & Associates
Alaska Public Utility Operations

RE: City of Kenai Water and Wastewater Rate Study

This memorandum documents the objectives, assumptions, findings, and recommendations for the water and wastewater utility rate studies for the City of Kenai, Alaska (“City”). Major study elements include:

- Evaluation of Financial Policies
- Development of Capital Financing Strategies
- Assessment of Revenue Needs
- Forecast of Rate Adjustments

Further detail can be found in the following appendices:

Appendix A – Water Utility Spreadsheet Model

Appendix B – Wastewater Utility Spreadsheet Model

EXECUTIVE SUMMARY

Parrish Blessing and Associates (“PBA”) prepared these Revenue Requirement rate studies for the City’s water and wastewater utility in compliance with generally accepted rate making principles using a 10-year forward-looking methodology. As such, the revenue requirement study answers the questions, “is the utility operating at a surplus or deficiency and will the required percent change in rates, upwards or downwards, applied on an across-the-board basis achieve the revenue requirement”. In short, the overall goal of a rate study is to assess the financial health of a utility and what is required in terms of adjustments to rates so that a utility can provide safe and reliable service to its customers at just and reasonable rates.

In these rate studies we determined that without the recommended modest rate increases beginning at 5% in 2024 and a 4% year-over-year rate adjustment

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thereafter that both the water and wastewater utility may likely incur significant financial losses that could impair their ability to meet operating needs and fund capital projects, thereby impacting utility service to customers. This technical memorandum provides the support to adjust rates as recommended and the financial consequences of not adjusting rates at all.

Before we address the major elements of a rate study as listed on page 1, we present the components that make up the revenue requirement and the formula for determining if a utility is operating at a surplus or deficiency. Elements that make up the revenue requirement calculation consist of operating costs plus a return on rate base (net plant in service multiplied by cost of capital). The formula below illustrates the concept and calculation:

Operating Costs + (Rate Base x Cost of Capital) = Revenue Requirement

Revenue Requirement – Revenues = Surplus if negative or Deficiency if positive

Typically, the components of operating costs include both cash and non-cash expenditures (depreciation expense). However, for computing the revenue requirement for the City’s water and wastewater utility we excluded depreciation expense and the return on rate base at the request of the City. The results of excluding these components results in a lower revenue requirement, and likewise, a lower overall impact to utility rates. We address herein the financial policies concerning down the road implications of excluding these costs in the revenue requirement and make recommendations on how they should be considered in the future.

In developing these revenue requirement studies we further discovered that the current governance structure requires voter approval for the City to incur debt service as a financing option. As a result, the revenue requirement is developed assuming financing options for water and wastewater capital projects are limited to grants or unrestricted capital fund balance from the water and wastewater fund. This type of capital structure puts upward pressure on utility reserves, and ultimately rates to be sufficient each year to fund capital projects. It also conflicts with standard practice. Utilities in Alaska typically use a healthy balance of debt and equity to finance capital projects resulting in overall lower rates when compared to 100% equity financing.

Given the City’s operating and capital costs projected over a 10-year forecast period we make the following recommendations:

- Apply a strategy of modest increases to water and wastewater rates as more fully described herein to balance the need for just and reasonable rates on the one hand with the need to maintain and operate the infrastructure to provide safe and reliable utility service.



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- The operating reserve should follow Best Practices to maintain the equivalent of 90-days cash operating expenses on hand.
- Capital reserves should be set to cover anticipated capital projects over the forecast period.
- Perform reviews of the revenue requirement results over time to assess if prospective rate increases are on target to achieve the revenue requirement.

We now turn our attention to the major study elements of this memorandum that documents the objectives, assumptions, findings, and recommendations for the water and wastewater utility rate studies for the City of Kenai, Alaska (“City”).



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TECHNICAL MEMORANDUM

A. FINANCIAL POLICIES

In order to establish adequate utility rates, a utility must define its benchmark(s) for financial performance. Typically, several different standards are necessary to satisfy all financial objectives. Like any business, a municipal utility requires certain minimum levels of cash reserves to operate; these reserves address variability and timing of expenditures and receipts, as well as occasional disruptions in activities, costs or revenues. In addition, as a public service provider, a municipal utility has a commitment to provide an essential service at a certain standard. Therefore, protection against financial disruption is very important.

This section recommends best practice financial policies that the City might consider in the context of this mission. These policies form the foundation of utility management and, with routine application, can act as overarching guidelines for consistent decision making. The following policies are evaluated:

- Self-Supporting Special Revenue Fund
- Cash Reserves
- System Reinvestment Funding

1. SELF SUPPORTING SPECIAL REVENUE FUND

A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. Proprietary, or Special Revenue, funds report services for which a utility charges customers a fee. These funds are generally self-supporting, receiving revenues for payment of services on a user fee basis as opposed to property taxes or other general fund revenue sources.

Conceptually, and by accounting convention, each utility is divided into two primary activity centers; operating and capital. For financial forecasting purposes, operating costs tend to be ongoing and predictable, while capital costs are highly variable in comparison. In addition, each of these has specific funding sources and mechanisms available to them.

When determining the amount of rate revenue required, we necessarily separate these cost centers to reflect these differences. Note, however, that there is some interaction between the two centers – for example, capital projects may be funded through a policy of system reinvestment funding from rates, direct rate funding, or through debt issuance. In each case, rates are paying for capital projects. These demands on operational resources (primarily rates) thus become expenditures from that perspective.

This ideal separation is illustrated in the exhibit below.



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Capital Account
<u>Sources of Funding</u>
Debt Proceeds
Transfers from Operations
Interest Earnings
Grants
Miscellaneous Proceeds
<u>Uses</u>
Capital Project Funding

Operating Account
<u>Sources of Funding</u>
User Rates
Interest Earnings
Miscellaneous Service Fees
<u>Uses</u>
Operating & Maintenance Expenses
Administrative Expenses
Rate-Funded Capital
System Reinvestment (R&R) Funding
Debt Service
Addition to Operating Reserves

Though virtually all utilities maintain reserves in some form, the segregation of those reserves can vary greatly between utilities. While a complete delineation of the functions of reserves is not always documented, the underlying purposes remain valid components of reserve management. Further, as reserve objectives are identified, the mechanisms for managing, using and replenishing those reserves become important elements of financial management.

When evaluating reserve levels and objectives, it is vital to recognize that the value of reserves lies in their use. It goes without saying that a strategy that deliberately avoids the use of reserves negates their purpose. Fluctuations of reserve levels merely indicate that the system is working, while lack of variation strongly suggests that the reserves are, in fact, unnecessary.

The City maintains a single combined Special Revenue fund for its water and wastewater utility in which operating, and capital-related cash deposits and withdrawals are made. However, we were not able to identify a specific policy to establish the desired level of cash reserves for the utility and present below their importance.

2. OPERATING (WORKING CAPITAL) RESERVES

An operating reserve is essentially a minimum unrestricted fund balance used to accommodate the short-term cycles of revenues and expenses. For rate modeling, it would be a minimum balance that is maintained through rate increases as necessary; for budgeting, it would be a minimum ending balance for the utility operating fund; and for accounting, the balance would simply appear as part of unrestricted cash and investments.

Operating or working capital reserves provide a “cushion” that can be used to cover cash balance fluctuations. These reserves are intended to address both anticipated and unanticipated changes in revenues and expenses. Examples of the former include billing and receipt cycles, payroll cycles, and other payables;



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examples of the latter include droughts, economic cycles, and other periods of low demand.

Target funding levels are often characterized in terms of a recommended number of days of cash operating and maintenance expenses (O&M), with the minimum number of days varying with the expected risk of unanticipated needs – these are likely to vary among the utilities based on the relative volatility of revenues and expenses.

Industry practice ranges from 30 days to 120 days of O&M, with the lower end more appropriate for utilities with very stable revenue streams and the higher end more appropriate for utilities with significant seasonal variations. This study incorporates a minimum and maximum balance in the operating account equal to 60 and 90 days respectively of annual operating & maintenance (O&M) expense sustained from rate revenue for the water and wastewater utility. These target levels are consistent with industry practices.

The target balance should be evaluated as of June 30 of each fiscal year, with the balance expected to vary during the course of a year. In any year where the cash balance exceeds the target, we recommend transferring the excess to the capital account to help pay for capital projects.

3. CAPITAL CONTINGENCY

In addition to protecting against variations in operating costs and revenues, it is prudent to establish and maintain a capital contingency reserve to meet unexpected emergency capital outlays. While it would be impractical to reserve against major system-wide failures such as earthquake or other catastrophic events, it is reasonable and prudent to identify and quantify possible failures of individual system components. There are several methods used in the industry to set the level of these types of reserves, including:

- **Percentage of Utility Plant:** As a rule of thumb, a utility may elect to hold a contingency reserve equal to a percentage of the total costs of its fixed assets, usually 1% to 4% of asset original cost.
- **Most Costly Piece of Equipment:** A utility may predict the cost of replacing the most expensive piece of equipment or facility that each utility relies on, such as its largest or most powerful pump, and reserve an amount equal to the cost of a major repair of that facility.
- **Average Annual Cost of Capital Program:** Alternatively, a utility may use a percentage of its 5- or 10-year capital program, or set the reserve equal to the average annual costs of its capital program.
- **Use of Replacement Reserves:** Essentially, the contingency reserve becomes a minimum balance in the utility capital fund. If a system reinvestment funding



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policy has been established, those cash resources can also be relied on for this purpose (nesting system reinvestment funding monies within the contingency reserve). Again, this would avoid the need for multiple reserve policies when they can serve overlapping purposes.

- **Reliance on Other Reserve Resources:** Many cities maintain “rainy day” funds as hedges against emergencies or unusual circumstances. In such cases, extending the applicability of these funds to utility emergency repairs could preclude the need for a separate utility contingency.

While the rate strategy for these studies does not force funding of a capital contingency, varying levels of cash reserves are generated for each utility based on interest earnings of excess operating reserves. We suggest the City evaluate its capital funding resources on a regular basis and consider implementing this policy in conjunction with system reinvestment funding over time.

4. SYSTEM REINVESTMENT FUNDING

System reinvestment funding from rates provides for: (1) ongoing system integrity through reinvestment in the system – replacing physical assets with cash assets; (2) rate stability through regular accumulation of cash toward funding future replacement costs; and (3) charging customers commensurate with their consumption of system facilities.

Each year, system assets lose value, and as they lose value they are moving toward eventual replacement. That accumulating loss in value and future liability is measured for financial purposes as annual depreciation expense, which is based on the original cost of the asset over its anticipated useful life. While this expense reflects the consumption of the existing asset at its original investment, the replacement of that asset will likely cost much more, factoring in inflation and construction conditions. Therefore, the added annual replacement liability is even greater than the recorded annual depreciation. Given the integrated nature of system assets, it is likely that multiple assets will have to be replaced concurrently. This further exacerbates the issue of capital investment “spikes”. It is prudent to develop a long-term replacement funding strategy for each system to mitigate the impacts to ratepayers during these periods of substantial system investment.

System reinvestment funding specifically addresses the concept of funding repair and replacements (R&R) through a regular and predictable rate provision. By establishing a steady funding mechanism, a system reinvestment funding program can then be structured, which takes into account the defined funding source, accumulation of funds when funding exceeds near term needs, and augmentation of funds (for example through debt) when R&R needs exceed available cash resources. A common approach of municipal utilities is to establish a policy of system reinvestment funding through rates using depreciation expense as the benchmark for the appropriate level of funding. Depreciation is a commonly used accounting



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measure of the decline in asset value attributable to the wear and tear associated with routine use. Depreciation expense is recorded as a system expense for purposes of financial reporting. However, because depreciation expense is a non-cash expense, it generally does not appear in cash-based budgets, thus potentially disguising a very real and accumulating cost of the systems.

Collecting the amount of annual depreciation expense through rates provides a stable funding source for capital expenditures, especially those related to repair and replacement of existing system plant. It is important to note that depreciation is not equal to the future replacement cost of the utility systems, but serves simply as a starting point for addressing long-term replacement needs. As noted previously, actual system replacement costs will be significantly higher than the cost originally incurred to build the systems.

The city’s historical practice has been to fund capital needs through a combination of grants, and “pay-as-you-go” funding from rates. PBA further understands that voter approval is required to fund the city’s capital projects using debt financing. These rate study models assume no debt financing, thereby requiring the availability of unrestricted fund balance as the only other funding source should grant funds not be available. It is worth noting that as State grant and low-cost loans are becoming more and more competitive, eligibility criterion are expanding to include review of best management practices such as system reinvestment funding policies.

5. CUMULATIVE IMPACT OF FISCAL POICIES

Satisfying all of these policy objectives might seem daunting at first, but the outcome is that multiple benchmarks overlap, resulting in the simultaneous achievement of multiple objectives within the same level of rates. For example, the policy for system reinvestment funding through rates serves several beneficial purposes: it provides a cash resource to the capital accounts that helps build capital contingency reserves; it contributes to the cash funding of capital, helping to maintain healthy debt-to-equity ratios; and it helps to avoid rate spikes during periods of significant replacement needs.

Each criterion provides a different perspective on how much revenue is appropriate, and satisfying them all generally results in higher rates than if only a single standard is considered. However, this approach reduces financial risk and increases financial stability – any near term increases that result will help to promote more stable, and lower, long-term rates.

In summary, utility reserves are intended to absorb fluctuation in revenues or expenditures without abrupt rate impacts. As reserve levels vary, a policy structure can define the mechanisms for regulating those levels and returning them to intended targets. The general objectives of these and other policy elements are stable and



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predictable rates and funding sources, along with equitable recovery of costs from customers as they are being incurred.

A. Study Assumptions

In addition to the financial policies summarized above, the following major assumptions were used in preparing this analysis:

- The study period includes the fiscal year (FY) 2024 approved operating budget with FY years 2025-2033 inflated during the forecast period.
- Revenue under existing rates is assumed to increase less than 1% per year over the study period.
- FY 2024 beginning unrestricted cash balances as reported in the City's FY 2024 final approved operating and capital budget \$1,197,850 split 50%/50% between water and wastewater. The interest rate on available cash balances are estimated at 2.0% per year.
- Operating and maintenance (O&M) expenditures are based on the FY 2024 operating budget, escalated for inflation.
- Capital programs were provided by the City with support from HDL Engineering Consultants, LLC, the City's engineering consultant, in current day dollars and escalated for inflation each year to the date of anticipated construction for each project.

B. Revenue Requirement Analysis

The revenue requirement analysis determines the total amount of revenue needed each year of the study period to pay operating & maintenance costs, capital-related costs, and impacts of financial policies. A capital funding analysis, revenue needs assessment, rate forecast and reserves analysis was prepared for the water and wastewater utility. Forecasted total financial requirements were compared against forecasted total rate revenue under existing rates to determine annual and cumulative rate adjustments needed to ensure financial sustainability over time. Results are summarized below for the water and wastewater utility.

WATER UTILITY

a) Capital Financing Strategy

As shown in Exhibit 1 below, the City has identified approximately \$8,660,338 (escalated) in capital improvement and replacement projects planned for construction over the study period. Exhibit 1 also shows the funding source by year for the proposed water utility capital projects consisting of \$960,000 in grants, \$379,453 in reserve transfers from the wastewater utility and \$7,320,885 in unrestricted capital fund balance. The City has instructed us not to consider debt financing as a capital



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financing option in these rate studies given the current governance structure requiring voter approval for the City to incur debt.

Exhibit 1: Capital Financing Plan – Water Utility “With Approved Rate Increases”

Capital Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Total Capital Projects	\$ 1,550,000	\$ 182,070	\$ 493,228	\$ 1,991,084	\$ 645,411	\$ 382,130	\$ 809,190	\$ 838,422	\$ 868,710	\$ 900,092	\$ 8,660,338
Project Specific Grants / Developer Donations	\$ 960,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960,000
Reserve Transfer Required	-	-	-	379,453	-	-	-	-	-	-	379,453
Capital Fund Balance	590,000	182,070	493,228	1,611,631	645,411	382,130	809,190	838,422	868,710	900,092	7,320,885
Total Funding Sources	\$ 1,550,000	\$ 182,070	\$ 493,228	\$ 1,991,084	\$ 645,411	\$ 382,130	\$ 809,190	\$ 838,422	\$ 868,710	\$ 900,092	\$ 8,660,338

b) Revenue Needs Assessment

There are two critical financial goals that we proposed in these rate studies. First, utility rates must be just and reasonable. Second, the operating reserve should be sufficient to cover 90 days cash operating expenses and the capital reserve should be sufficient to cover capital projects necessary to provide safe and reliable water service to the City’s customers. Our recommended rate increases provides a reasonable balance between rates customers pay for utility service and ability of the City to provide safe and reliable service. As shown in Exhibit 2 below, **revenues at proposed rates increases** result in positive cash flow sufficient to meet forecasted water utility financial obligations over the study period to include operating and capital expenses and sufficient reserves to cover 90 days operating expenses following best practices.

Exhibit 2: Revenue Needs Assessment – Water Utility “With Approved Rate Increases”

Cash Flow Summary FYE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue Under Existing Rates	\$ 1,439,846	\$ 1,435,630	\$ 1,438,212	\$ 1,442,145	\$ 1,445,899	\$ 1,449,453	\$ 1,453,362	\$ 1,457,071	\$ 1,460,910	\$ 1,464,765
Revenue with Proposed Increase	\$ 1,565,985	\$ 1,622,139	\$ 1,687,811	\$ 1,757,670	\$ 1,830,308	\$ 1,905,830	\$ 1,984,923	\$ 2,067,170	\$ 2,153,045	\$ 2,242,584
Annual Expenditures	\$ 1,169,122	\$ 1,010,715	\$ 1,069,800	\$ 1,098,466	\$ 1,093,138	\$ 1,143,849	\$ 1,160,634	\$ 1,196,932	\$ 1,234,410	\$ 1,273,106
Net Cash Flow After Increase	\$ 396,863	\$ 611,424	\$ 618,011	\$ 659,203	\$ 737,170	\$ 761,981	\$ 824,289	\$ 870,238	\$ 918,635	\$ 969,478

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Fund Balances - Projected Y-E	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operating Reserves	\$ 288,277	\$ 249,217	\$ 263,786	\$ 270,855	\$ 269,541	\$ 282,045	\$ 286,184	\$ 295,134	\$ 304,375	\$ 313,917
Capital Reserves	934,667	1,426,447	1,572,323	652,135	761,510	1,147,895	1,187,552	1,240,107	1,311,793	1,404,432
Debt Reserves	-	-	-	-	-	-	-	-	-	-
Total	\$ 1,222,944	\$ 1,675,665	\$ 1,836,109	\$ 922,990	\$ 1,031,051	\$ 1,429,940	\$ 1,473,736	\$ 1,535,241	\$ 1,616,168	\$ 1,718,348
Combined Minimum Target Balance	\$ 626,749	\$ 607,992	\$ 637,434	\$ 721,789	\$ 746,730	\$ 770,351	\$ 805,478	\$ 844,981	\$ 885,891	\$ 928,255
Number of Days of Cash Operating Expense	90	90	90	90	90	90	90	90	90	90

Finally, we show the impact to water utility operations under the scenario rate increases are not implemented. If we assume capital projects over the forecast period remain at \$8.66 million, a “no rate increase” scenario does not generate sufficient cash flow to build up operating and capital reserve levels to meet best practices. Under this scenario Exhibit 3 below shows that capital fund balance drops from \$7,320,885 (Exhibit 1 Capital Fund Balance) to \$2,231,931 over the forecast period, requiring the City to either issue \$5,088,954 in debt service to cover the deficiency, use other financing options to fund capital projects, or to simply defer the project until capital fund balance is sufficient to cover the capital costs.

Exhibit 3: Capital Financing Plan Without Rate Increases – Water Utility

Capital Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Total Capital Projects	\$ 1,550,000	\$ 182,070	\$ 493,228	\$ 1,991,084	\$ 645,411	\$ 382,130	\$ 809,190	\$ 838,422	\$ 868,710	\$ 900,092	\$ 8,660,338
Project Specific Grants / Developer Donations	\$ 960,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960,000
Reserve Transfer Required	-	-	-	379,453	-	-	-	-	-	-	379,453
Capital Fund Balance	590,000	182,070	493,228	966,633	-	-	-	-	-	-	2,231,931
ADEC & Other Loans [NOTE A]	-	-	-	-	-	-	-	-	-	-	-
Rates	-	-	-	644,998	645,411	382,130	809,190	838,422	868,710	900,092	5,088,954
Total Funding Sources	\$ 1,550,000	\$ 182,070	\$ 493,228	\$ 1,991,084	\$ 645,411	\$ 382,130	\$ 809,190	\$ 838,422	\$ 868,710	\$ 900,092	\$ 8,660,338

As shown in Exhibit 4 below assuming a “No Rate Increase” scenario, we believe the water utility may likely experience significant negative operating cash flows, resulting in the number of days of cash operating expenses dropping from the recommended 90 days to a negative 830 days. Further capital reserves are depleted by 2027.

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Exhibit 4: Revenue Needs Assessment – Water Utility “Without Approved Rate Increases”

Cash Flow Summary FYE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue Under Existing Rates	\$ 1,439,846	\$ 1,435,630	\$ 1,438,212	\$ 1,442,145	\$ 1,439,128	\$ 1,442,715	\$ 1,446,311	\$ 1,449,916	\$ 1,453,531	\$ 1,457,155
Revenue with Proposed Increase	\$ 1,439,846	\$ 1,435,630	\$ 1,438,212	\$ 1,442,145	\$ 1,439,128	\$ 1,442,715	\$ 1,446,311	\$ 1,449,916	\$ 1,453,531	\$ 1,457,155
Annual Expenditures	\$ 1,169,122	\$ 1,010,715	\$ 1,069,800	\$ 1,743,464	\$ 1,738,550	\$ 1,525,979	\$ 1,969,825	\$ 2,035,354	\$ 2,103,120	\$ 2,173,198
Net Cash Flow After Increase	\$ 270,724	\$ 424,915	\$ 368,412	\$ (301,319)	\$ (299,422)	\$ (83,264)	\$ (523,514)	\$ (585,438)	\$ (649,589)	\$ (716,043)

Fund Balances - Projected Y-E	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operating Reserves	\$ 288,277	\$ 249,217	\$ 263,786	\$ (37,533)	\$ (336,954)	\$ (420,219)	\$ (943,732)	\$ (1,529,170)	\$ (2,178,759)	\$ (2,894,802)
Capital Reserves	755,254	1,056,040	943,056	-	-	-	-	-	-	-
Debt Reserves	-	-	-	-	-	-	-	-	-	-
Total	\$ 1,043,531	\$ 1,305,257	\$ 1,206,843	\$ (37,533)	\$ (336,954)	\$ (420,219)	\$ (943,732)	\$ (1,529,170)	\$ (2,178,759)	\$ (2,894,802)
Combined Minimum Target Balance	\$ 626,749	\$ 607,992	\$ 637,434	\$ 721,789	\$ 746,730	\$ 770,351	\$ 805,478	\$ 844,981	\$ 885,891	\$ 928,255
Number of Days of Cash Operating Expense	90	90	90	(12)	(113)	(134)	(297)	(466)	(644)	(830)

WASTEWATER UTILITY

a) Capital Financing Strategy

As shown in Exhibit 5 below, the City has identified \$19,973,126 (escalated) in capital improvement and replacement projects planned for construction over the study period. Exhibit 5 also shows the funding source by year for the proposed wastewater utility capital projects consisting of \$13,274,914 in grants, \$1,220,454 in reserve transfers and \$5,477,758 in unrestricted capital fund balance. Consistent with the water utility, the City has instructed us not to consider debt financing as a capital financing option in these rate studies given the current governance structure requiring voter approval for the City to incur debt.

Exhibit 5: Capital Financing Plan – Wastewater Utility “With Approved Rate Increases”

Capital Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Total Capital Projects	\$ 4,100,000	\$ 728,280	\$ 8,316,047	\$ 278,084	\$ 1,296,585	\$ 2,388,310	\$ 678,780	\$ 703,300	\$ 728,707	\$ 755,032	\$ 19,973,126
Project Specific Grants / Developer Donations	\$ 3,380,000	\$ 462,672	\$ 6,469,311	\$ 222,467	\$ 829,815	\$ 1,910,648	\$ -	\$ -	\$ -	\$ -	\$ 13,274,914
Reserve Transfer Required	318,611	-	901,843	-	-	-	-	-	-	-	1,220,454
Capital Fund Balance	401,389	265,608	944,893	55,617	466,771	477,662	678,780	703,300	728,707	755,032	5,477,758
Total Funding Sources	\$ 4,100,000	\$ 728,280	\$ 8,316,047	\$ 278,084	\$ 1,296,585	\$ 2,388,310	\$ 678,780	\$ 703,300	\$ 728,707	\$ 755,032	\$ 19,973,126

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b) Revenue Needs Assessment

As with the water utility, there are also two critical financial goals that we proposed for the wastewater rate study. First, utility rates must be just and reasonable. Second, the operating reserve should be sufficient to cover 90 days cash operating expenses and the capital reserve should be sufficient to cover capital projects necessary to provide safe and reliable water service to the City’s customers. Our recommended rate increases provides a reasonable balance between rates customers pay for utility service and ability for the City to provide safe and reliable service. As shown in Exhibit 6 below, **revenues at proposed rates increases** are sufficient to meet forecasted water and wastewater utility financial obligations over the study period to include operating and capital expenses and sufficient reserves to cover 90 days operating expenses following best practices.

Exhibit 6: Revenue Needs Assessment – Wastewater Utility “With Approved Rate Increases”

Cash Flow Summary FYE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue Under Existing Rates	\$ 1,972,604	\$ 1,973,472	\$ 1,977,566	\$ 1,983,031	\$ 1,988,285	\$ 1,993,346	\$ 1,998,767	\$ 2,003,996	\$ 2,009,362	\$ 2,014,752
Revenue with Proposed Increase	\$ 2,147,757	\$ 2,232,453	\$ 2,324,151	\$ 2,421,160	\$ 2,522,063	\$ 2,627,056	\$ 2,736,877	\$ 2,851,162	\$ 2,970,441	\$ 3,094,808
Annual Expenditures	\$ 1,770,113	\$ 1,632,527	\$ 1,715,364	\$ 1,761,773	\$ 1,774,699	\$ 1,844,190	\$ 1,880,296	\$ 1,936,473	\$ 1,994,405	\$ 2,054,148
Net Cash Flow After Increase	\$ 377,644	\$ 599,925	\$ 608,788	\$ 659,387	\$ 747,365	\$ 782,867	\$ 856,581	\$ 914,689	\$ 976,036	\$ 1,040,660

Fund Balances - Projected Y-E	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operating Reserves	\$ 436,466	\$ 402,541	\$ 422,966	\$ 434,410	\$ 437,597	\$ 454,732	\$ 463,635	\$ 477,487	\$ 491,771	\$ 506,502
Capital Reserves	540,103	921,848	588,363	1,195,398	1,502,690	1,828,327	2,042,934	2,291,544	2,581,877	2,917,321
Debt Reserves	-	-	-	-	-	-	-	-	-	-
Total	\$ 976,569	\$ 1,324,389	\$ 1,011,329	\$ 1,629,808	\$ 1,940,287	\$ 2,283,059	\$ 2,506,569	\$ 2,769,031	\$ 3,073,648	\$ 3,423,823
Combined Minimum Target Balance	\$ 827,542	\$ 834,056	\$ 1,180,315	\$ 1,199,067	\$ 1,253,055	\$ 1,360,011	\$ 1,393,097	\$ 1,430,464	\$ 1,469,135	\$ 1,509,157
Number of Days of Cash Operating Expense	90	90	90	90	90	90	90	90	90	90

Finally, we show the impact to wastewater utility operations under the scenario rate increases are not implemented. If we assume capital projects over the forecast period remain at \$19,973,126, a “no rate increase” scenario does not generate sufficient capital fund balance to achieve our proposed two critical goals of these rate studies (just and reasonable rates to utility customers at levels allowing the City to provide safe and reliable service). Under this scenario Exhibit 7 below shows that capital fund balance drops from \$5,477,758 (Exhibit 5 Capital Fund Balance) to \$1,018,144 over the forecast period, requiring the City to either issue \$4,459,614 in debt service to cover the deficiency, rely on other financing options to fund capital projects or to simply defer the project until capital fund balance is sufficient to cover the capital costs.

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Exhibit 7: Capital Financing Plan Without Rate Increases – Wastewater

Capital Funding	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Total Capital Projects	\$ 4,100,000	\$ 728,280	\$ 8,316,047	\$ 278,084	\$ 1,296,585	\$ 2,388,310	\$ 678,780	\$ 703,300	\$ 728,707	\$ 755,032	\$ 19,973,126
Project Specific Grants / Developer Donations	\$ 3,380,000	\$ 462,672	\$ 6,469,311	\$ 222,467	\$ 829,815	\$ 1,910,648	\$ -	\$ -	\$ -	\$ -	\$ 13,274,914
Reserve Transfer Required	318,611	-	901,843	-	-	-	-	-	-	-	1,220,454
Capital Fund Balance	331,034	265,608	421,502	-	-	-	-	-	-	-	1,018,144
Rates	70,355	-	523,391	55,617	466,771	477,662	678,780	703,300	728,707	755,032	4,459,614
Total Funding Sources	\$ 4,100,000	\$ 728,280	\$ 8,316,047	\$ 278,084	\$ 1,296,585	\$ 2,388,310	\$ 678,780	\$ 703,300	\$ 728,707	\$ 755,032	\$ 19,973,126

As shown in Exhibit 8 below under a “No Rate Increase” scenario, we believe the wastewater utility may likely experience significant negative operating cash flows, resulting in the number of days of cash operating expenses dropping from the recommended 90 days to a negative 541 days. Furthermore, capital reserves are depleted by 2026.

Exhibit 8: Revenue Needs Assessment – Wastewater Utility “Without Approved Rate Increases”

Cash Flow Summary FYE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue Under Existing Rates	\$ 1,972,604	\$ 1,973,472	\$ 1,977,566	\$ 1,975,991	\$ 1,984,924	\$ 1,983,491	\$ 1,987,399	\$ 1,992,406	\$ 1,997,425	\$ 2,002,457
Revenue with Proposed Increase	\$ 1,972,604	\$ 1,973,472	\$ 1,977,566	\$ 1,975,991	\$ 1,984,924	\$ 1,983,491	\$ 1,987,399	\$ 1,992,406	\$ 1,997,425	\$ 2,002,457
Annual Expenditures	\$ 1,840,468	\$ 1,632,527	\$ 2,238,754	\$ 1,817,390	\$ 2,241,470	\$ 2,321,852	\$ 2,559,075	\$ 2,639,774	\$ 2,723,112	\$ 2,809,179
Net Cash Flow After Increase	\$ 132,136	\$ 340,945	\$ (261,188)	\$ 158,601	\$ (256,546)	\$ (338,361)	\$ (571,676)	\$ (647,368)	\$ (725,687)	\$ (806,722)

Fund Balances - Projected Y-E	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operating Reserves	\$ 436,466	\$ 402,541	\$ 141,352	\$ 299,954	\$ 43,408	\$ (294,953)	\$ (866,629)	\$ (1,513,997)	\$ (2,239,684)	\$ (3,046,406)
Capital Reserves	294,595	411,222	-	-	-	-	-	-	-	-
Debt Reserves	-	-	-	-	-	-	-	-	-	-
Total	\$ 731,061	\$ 813,763	\$ 141,352	\$ 299,954	\$ 43,408	\$ (294,953)	\$ (866,629)	\$ (1,513,997)	\$ (2,239,684)	\$ (3,046,406)
Combined Minimum Target Balance	\$ 827,542	\$ 834,056	\$ 1,180,315	\$ 1,199,067	\$ 1,253,055	\$ 1,360,011	\$ 1,393,097	\$ 1,430,464	\$ 1,469,135	\$ 1,509,157
Number of Days of Cash Operating Expense	90	90	30	62	9	(58)	(168)	(285)	(410)	(541)

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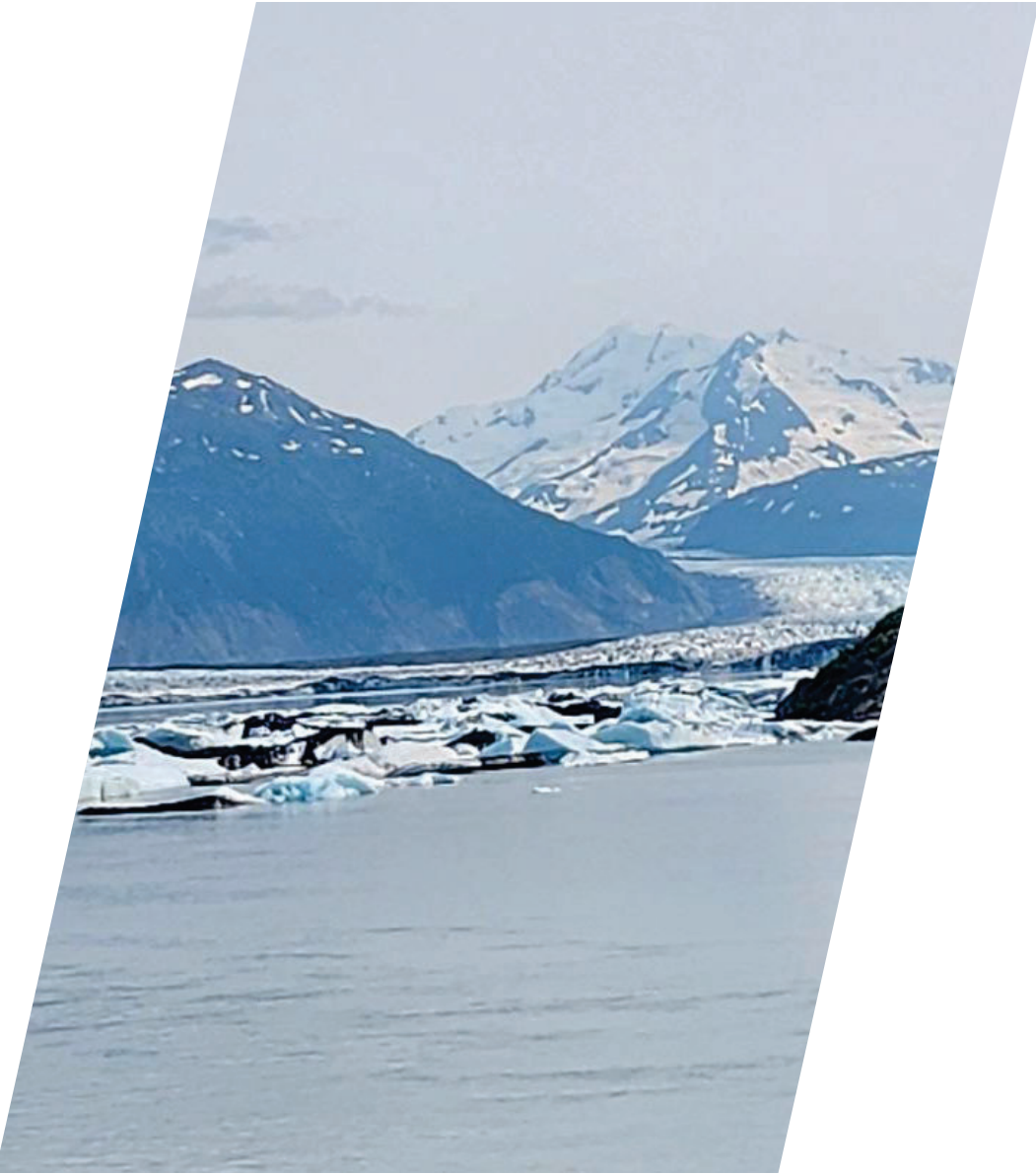
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SUMMARY

In this Technical Memorandum describing the revenue requirement rate study models developed for the City of Kenai water and wastewater utility we have discussed the underlying financial assumptions relied on and the impact those assumptions have on revenue needs and rate adjustments. We provided our recommendations to adjust rates using a modest rate increase strategy. We have also illustrated the results of operations when taking a “No Rate Increase Scenario” has on a going forward basis. This scenario, by itself, may likely impair the water and wastewater utility from being able to fund both its operating and capital projects going forward. We expect that our recommended rate adjustments will allow the water and wastewater utility to continue to provide critical services to the City of Kenai at just and reasonable rates.

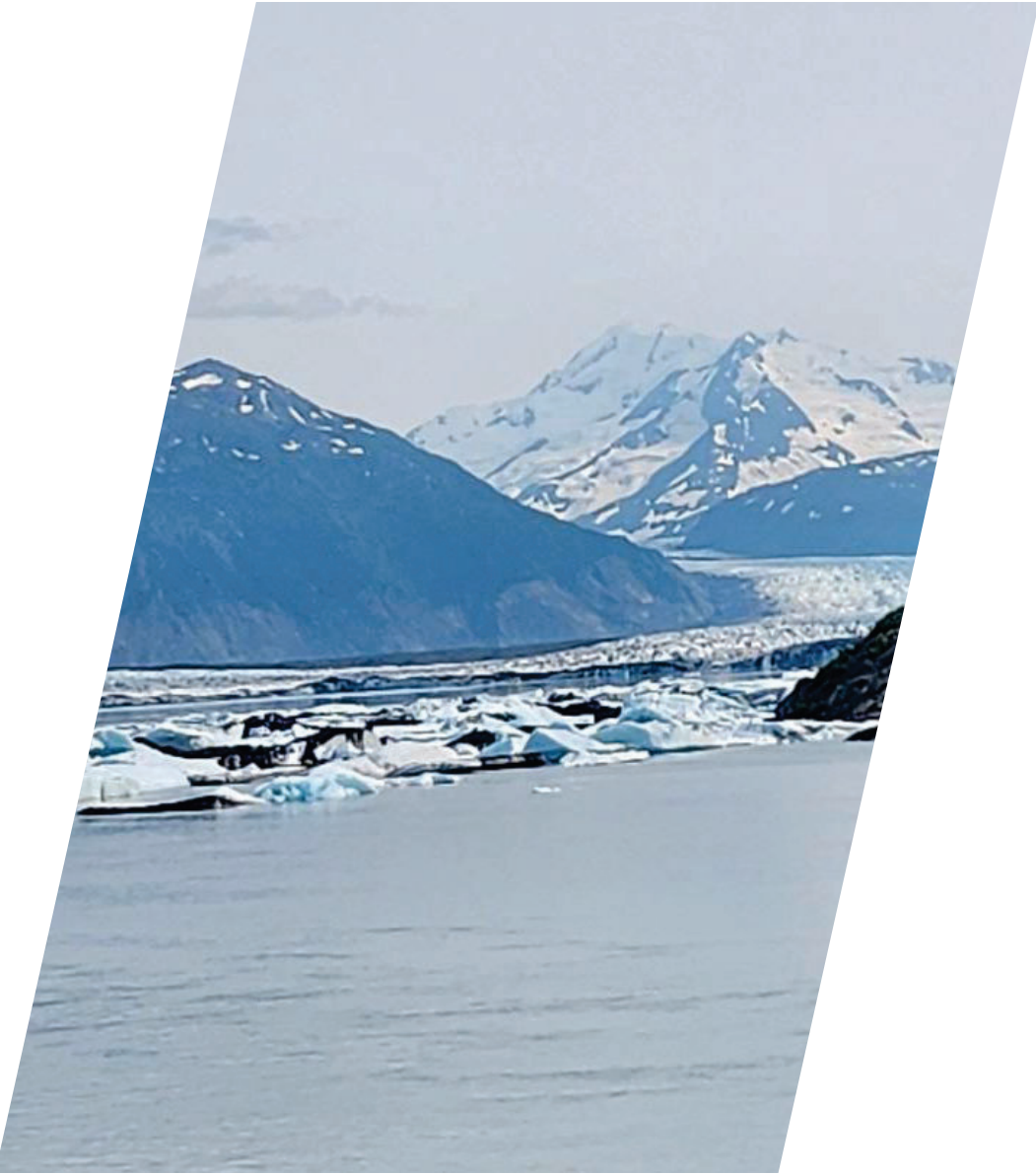
PBA recommends regular review of all underlying assumptions and an update of the rate analysis as necessary to meet financial obligations of your water and wastewater utility.



CITY OF KENAI

WATER AND WASTEWATER RATE STUDIES





AGENDA

INTRODUCTION

RATE STUDY RESULTS

- EXECUTIVE SUMMARY
- WATER UTILITY RESULTS
- WASTEWATER UTILITY RESULTS

FINDINGS AND RECOMMENDATIONS

QUESTIONS AND ANSWERS





INTRODUCTION-YOUR CONSULTANT

- 64-year Alaska resident
- Over 35-years of professional work experience in setting rates for some of the largest and smallest utilities in Alaska:
 - Water and wastewater utilities
 - Solid Waste utilities
 - Airport operations
 - Port operations
 - Electric utilities
 - Gas utilities
 - Telecommunication companies
- Considerable experience in developing cost allocation studies for local city governments to allocate central services costs to departments within the city.
- Filed and supported rate and other cost studies with state public utility commissions or local city councils that determine if the cost studies produce just and reasonable rates.
- Hobbies include flying (private pilot) and fishing the Kenai River.



EXECUTIVE SUMMARY

- Rate Study developed individually for both the City's water and wastewater utility using a 10-year forward looking revenue requirement approach.
- Determined if water and wastewater utility are operating with a surplus or deficiency and percent change in rates, upwards or downwards applied on an across-the-board basis, to achieve the revenue requirement.
- Developed two rate study scenarios for both water and wastewater to assess their financial health:
 - Scenario one: financial health if rates "ARE NOT INCREASED".
 - Scenario two: rate adjustments to achieve revenue requirements and meet recommended operating and capital reserves.
- Applied a strategy of modest increases of 5% for 2024 and 4% thereafter (2025 – 2033) to meet proposed operating and capital costs and achieve operating and capital reserve requirements.
- Revenue requirement calculation excludes depreciation and return requirement on rate base.
- Recommend periodic review of revenue requirement to assess if rate recommendations continue to provide desired results.

WATER UTILITY REVENUE NEEDS ASSESSMENT – “WITH RATE INCREASES”

WATER FUND	FYE	Budget 2024	Projection 2025	Projection 2026	Projection 2027	Projection 2028	Projection 2029	Projection 2030	Projection 2031	Projection 2032	Projection 2033
OPERATING RESERVES											
Beginning Balance	\$	598,925	\$ 288,277	\$ 249,217	\$ 263,786	\$ 270,855	\$ 269,541	\$ 282,045	\$ 286,184	\$ 295,134	\$ 304,375
plus: Net Cash Flow after Rate Increase		396,863	611,424	618,011	659,203	737,170	761,981	824,289	870,238	918,635	969,478
less: Transfer of Surplus to Capital Fund		(707,511)	(650,483)	(603,442)	(652,135)	(738,483)	(749,476)	(820,150)	(861,288)	(909,394)	(959,936)
Ending Balance	\$	288,277	\$ 249,217	\$ 263,786	\$ 270,855	\$ 269,541	\$ 282,045	\$ 286,184	\$ 295,134	\$ 304,375	\$ 313,917
<i>Minimum Target Balance</i>		192,184	166,145	175,858	180,570	179,694	188,030	190,789	196,756	202,917	209,278
<i>Maximum Funds to be Kept as Operating Reserves</i>		288,277	249,217	263,786	270,855	269,541	282,045	286,184	295,134	304,375	313,917
<i>Info: No of Days of Cash Operating Expenses</i>		90	90	90	90	90	90	90	90	90	90
CAPITAL RESERVES											
Beginning Balance [b]	\$	797,225	\$ 934,667	\$ 1,426,447	\$ 1,572,323	\$ 652,135	\$ 761,510	\$ 1,147,895	\$ 1,187,552	\$ 1,240,107	\$ 1,311,793
plus: Rate Funded System Reinvestment		-	-	-	-	-	-	-	-	-	-
plus: Grants / Developer Donations / Other Outside Sources		960,000	-	-	379,453	-	-	-	-	-	-
plus: Net Debt Proceeds Available for Projects		-	-	-	-	-	-	-	-	-	-
plus: Interest Earnings		19,931	23,367	35,661	39,308	16,303	19,038	28,697	29,689	31,003	32,795
plus: Transfer of Surplus from Operating Fund		707,511	650,483	603,442	652,135	738,483	749,476	820,150	861,288	909,394	959,936
plus: Direct Rate Funding		-	-	-	-	-	-	-	-	-	-
less: Capital Expenditures		(1,550,000)	(182,070)	(493,228)	(1,991,084)	(645,411)	(382,130)	(809,190)	(838,422)	(868,710)	(900,092)
Ending Balance	\$	934,667	\$ 1,426,447	\$ 1,572,323	\$ 652,135	\$ 761,510	\$ 1,147,895	\$ 1,187,552	\$ 1,240,107	\$ 1,311,793	\$ 1,404,432

WASTEWATER UTILITY REVENUE NEEDS ASSESSMENT – “WITH RATE INCREASES”

WASTEWATER FUND	FYE	Budget 2024	Projection 2025	Projection 2026	Projection 2027	Projection 2028	Projection 2029	Projection 2030	Projection 2031	Projection 2032	Projection 2033
OPERATING RESERVES											
Beginning Balance	\$	598,925	\$ 436,466	\$ 402,541	\$ 422,966	\$ 434,410	\$ 437,597	\$ 454,732	\$ 463,635	\$ 477,487	\$ 491,771
plus: Net Cash Flow after Rate Increase		377,644	599,925	608,788	659,387	747,365	782,867	856,581	914,689	976,036	1,040,660
less: Transfer of Surplus to Capital Fund		(540,102)	(633,850)	(588,362)	(647,943)	(744,177)	(765,732)	(847,678)	(900,837)	(961,751)	(1,025,929)
Ending Balance	\$	436,466	\$ 402,541	\$ 422,966	\$ 434,410	\$ 437,597	\$ 454,732	\$ 463,635	\$ 477,487	\$ 491,771	\$ 506,502
<i>Minimum Target Balance</i>		290,977	268,361	281,978	289,607	291,731	303,154	309,090	318,324	327,847	337,668
<i>Maximum Funds to be Kept as Operating Reserves</i>		436,466	402,541	422,966	434,410	437,597	454,732	463,635	477,487	491,771	506,502
<i>Info: No of Days of Cash Operating Expenses</i>		90	90	90	90	90	90	90	90	90	90
CAPITAL RESERVES											
Beginning Balance [b]	\$	391,599	\$ 540,103	\$ 921,848	\$ 588,363	\$ 1,195,398	\$ 1,502,690	\$ 1,828,327	\$ 2,042,934	\$ 2,291,544	\$ 2,581,877
plus: Rate Funded System Reinvestment		-	-	-	-	-	-	-	-	-	-
plus: Grants / Developer Donations / Other Outside Sources		3,698,611	462,672	7,371,154	222,467	829,815	1,910,648	-	-	-	-
plus: Net Debt Proceeds Available for Projects		-	-	-	-	-	-	-	-	-	-
plus: Interest Earnings		9,790	13,503	23,046	14,709	29,885	37,567	45,708	51,073	57,289	64,547
plus: Transfer of Surplus from Operating Fund		540,102	633,850	588,362	647,943	744,177	765,732	847,678	900,837	961,751	1,025,929
plus: Direct Rate Funding		-	-	-	-	-	-	-	-	-	-
less: Capital Expenditures		(4,100,000)	(728,280)	(8,316,047)	(278,084)	(1,296,585)	(2,388,310)	(678,780)	(703,300)	(728,707)	(755,032)
Ending Balance	\$	540,103	\$ 921,848	\$ 588,363	\$ 1,195,398	\$ 1,502,690	\$ 1,828,327	\$ 2,042,934	\$ 2,291,544	\$ 2,581,877	\$ 2,917,321



FINDINGS AND RECOMMENDATIONS

- Both water and wastewater utility without recommended rate increases may likely result in negative cash flows and depletion of capital fund balance.
- Adopt a strategy of modest rate increases
- Consider assessing governance policy requiring voter approval for capital projects and why.
- Review your revenue requirement annually by updating your rate study cost models
 - Work product ownership allows you to assess how you are doing on rates going forward.





QUESTIONS AND ANSWERS



Leakage and Retention Study

Kenai Regional Airport

Year-End Third Quarter 2023 - Published April 2024

- The catchment area of Kenai Regional Airport consists of eight zip codes in and around Kenai.
- A sample of 1,757 tickets booked for travel in the year-end third quarter 2023 in the eight zip codes of the catchment area were combined with year-end third quarter 2023 Department of Transportation DB1A data to determine the number of passengers traveling to and from the Kenai catchment area. The 1,757 tickets were extrapolated to a total market size of 326,867 origin and destination (O&D) passengers in the catchment area.
- The number of tickets purchased over the one-year period of the survey translates to demand of 447.8 passengers per day each way (PDEW) generated in the Kenai catchment area.
- Domestic travel accounts for 92.9% of the traffic, and international traffic accounts for 7.1% of the traffic.
- Anchorage International Airport captured 92.0% of the domestic traffic and 100.0% of the international traffic; Kenai Municipal Airport captured 7.7% of the domestic traffic and none of the international traffic; Homer Airport captured 0.3% of the domestic traffic and none of the international traffic.
- Seattle/Tacoma, Minneapolis/St. Paul, Denver, Chicago and Dallas/Ft. Worth are the catchment area's five largest markets.
- Delta captured 29.7% of the traffic generated in the catchment area; Alaska captured 28.6%, United captured 14.2%, American captured 13.6%, Ravn Alaska captured 7.0%, Sun Country captured 2.0%, and Grant Aviation captured 0.9% of the traffic.

Domestic + International Traffic

Rank	Airport Code	Airport Location and Name	O&D Passengers	PDEW	Share	RDEW	Fare
1	ANC	Anchorage International Airport	302,481	414.4	92.5%	\$163,197	\$394
2	ENA	Kenai Municipal Airport	23,604	32.3	7.2%	\$10,835	\$335
3	HOM	Homer Airport	781	1.1	0.2%	\$81	\$76
4							
5							
6							
7							
8							
		All Airports	326,867	447.8	100.0%	\$174,113	\$389

Domestic Traffic

Rank	Airport Code	Airport Location and Name	O&D Passengers	PDEW	Share	RDEW	Fare
1	ANC	Anchorage International Airport	279,532	382.9	92.0%	\$136,128	\$356
2	ENA	Kenai Municipal Airport	23,438	32.1	7.7%	\$10,640	\$331
3	HOM	Homer Airport	781	1.1	0.3%	\$81	\$76
4							
5							
6							
7							
8							
		All Airports	303,751	416.1	100.0%	\$146,849	\$353

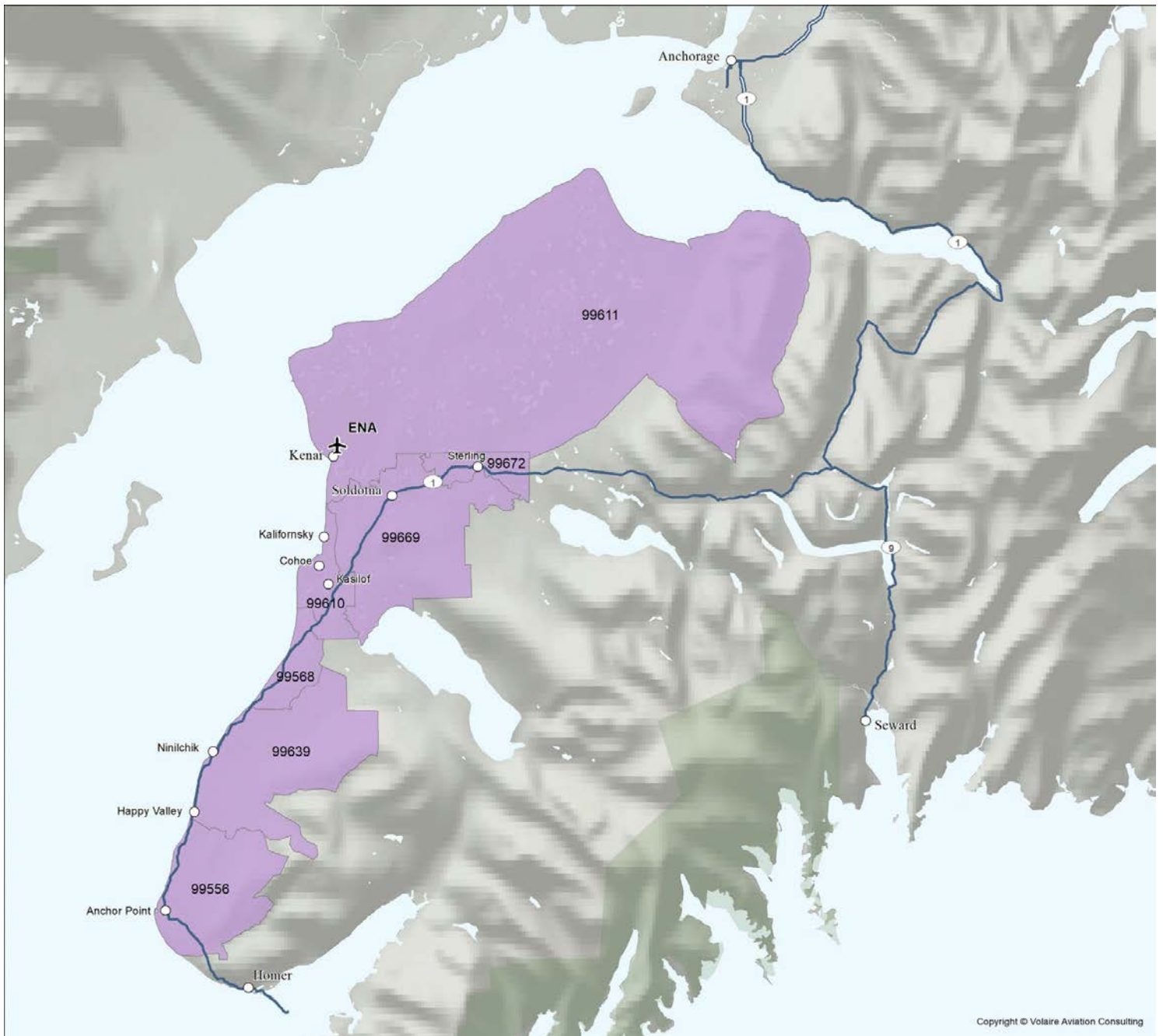
International Traffic

Rank	Airport Code	Airport Location and Name	O&D Passengers	PDEW	Share	RDEW	Fare
1	ANC	Anchorage International Airport	22,950	31.4	99.3%	\$27,069	\$861
2	ENA	Kenai Municipal Airport	166	0.2	0.7%	\$195	\$858
3							
4							
5							
6							
7							
8							
		All Airports	23,116	31.7	100.0%	\$27,264	\$861

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Kenai Regional Airport Zip Code Catchment Area Map



Kenai Regional Airport Zip Code Population and Ticket Sample List

Rank	Zip Code	City	P.O. Box Only	2022 Population	Population Share	Sample Tickets	Ticket Share	Extrapolated Market Size
1	99669	SOLDOTNA		11,401	45.4%	667	38.0%	124,087
2	99611	KENAI		11,358	45.2%	564	32.1%	104,925
3	99672	STERLING		1,240	4.9%	188	10.7%	34,975
4	99556	ANCHOR POINT		549	2.2%	120	6.8%	22,324
5	99610	KASILOF		376	1.5%	119	6.8%	22,138
6	99639	NINILCHIK		104	0.4%	28	1.6%	5,209
7	99568	CLAM GULCH		73	0.3%	19	1.1%	3,535
8	99635	NIKISKI		0	0.0%	52	3.0%	9,674
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				25,101	100.0%	1,757	100.0%	326,867

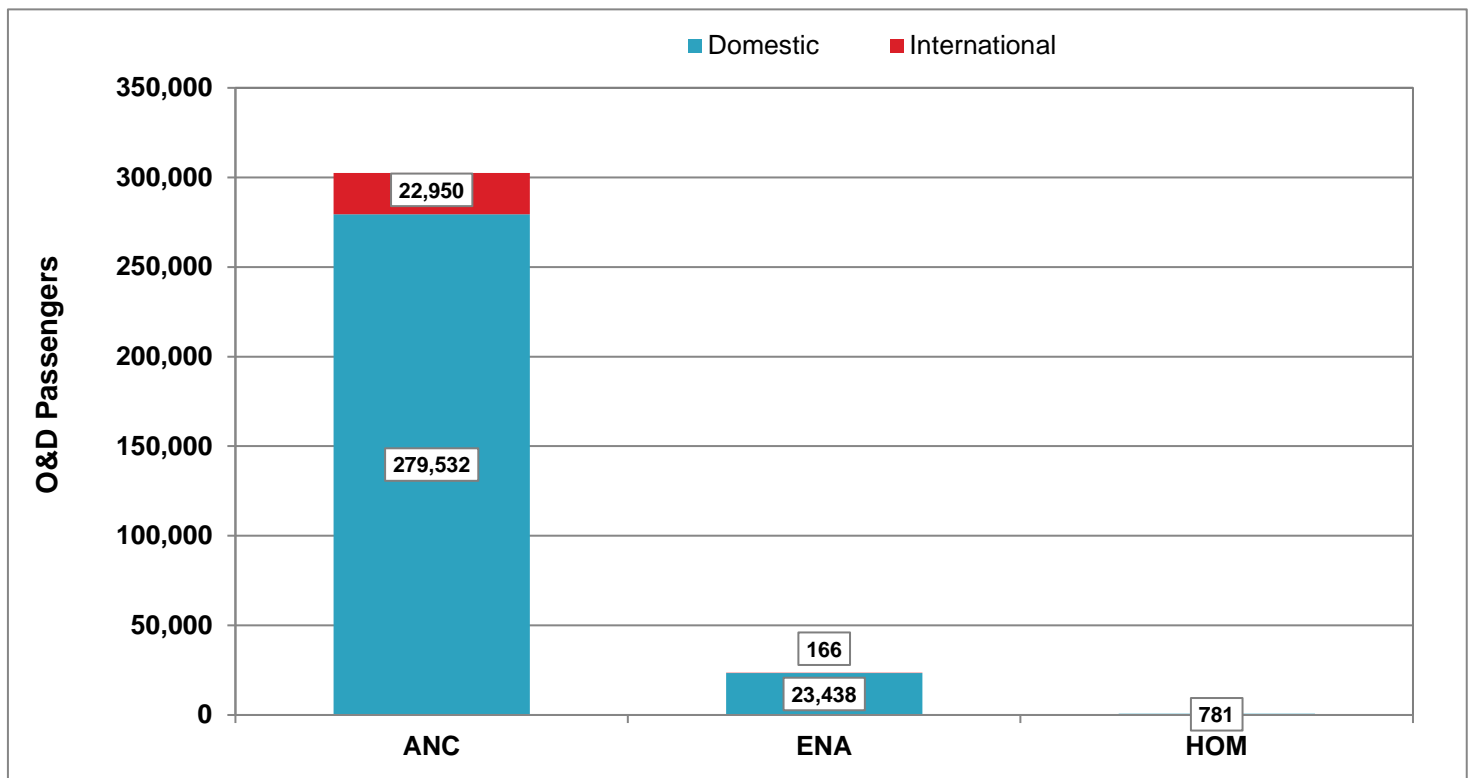
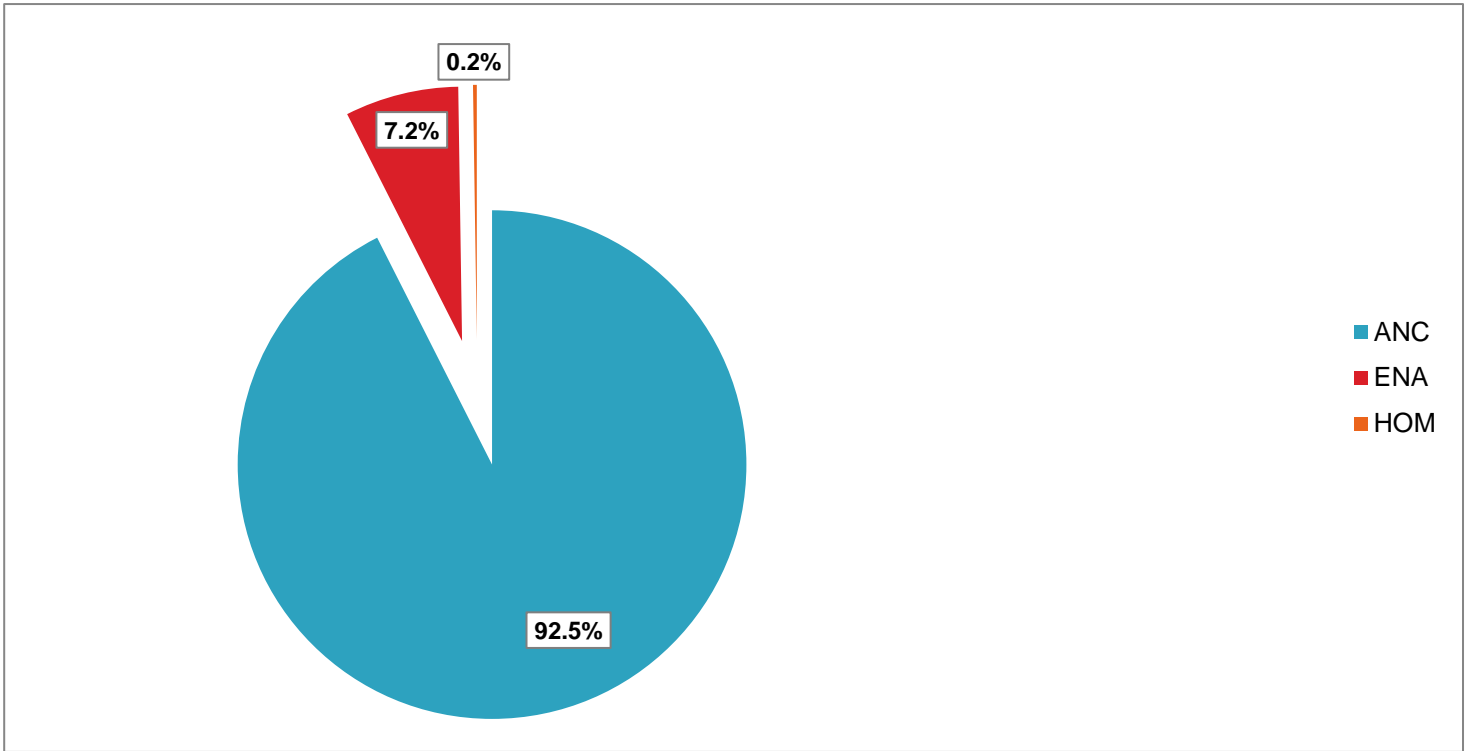
Kenai Regional Airport ARC Sample Tickets and Share by Zip Code and Point of Origin

Rank	Zip Code	City	ARC Sample Tickets and Share by Airport								Total	Total
			ANC	% ANC	ENA	% ENA	HOM	% HOM	Total	Total		
1	99669	SOLDOTNA	569	85.3%	98	14.7%	0	0.0%	667	100.0%	667	
2	99611	KENAI	492	87.2%	72	12.8%	0	0.0%	564	100.0%	564	
3	99672	STERLING	184	97.9%	4	2.1%	0	0.0%	188	100.0%	188	
4	99556	ANCHOR POINT	103	85.8%	9	7.5%	8	6.7%	120	100.0%	120	
5	99610	KASILOF	102	85.7%	17	14.3%	0	0.0%	119	100.0%	119	
6	99639	NINILCHIK	24	85.7%	4	14.3%	0	0.0%	28	100.0%	28	
7	99568	CLAM GULCH	19	100.0%	0	0.0%	0	0.0%	19	100.0%	19	
8	99635	NIKISKI	45	86.5%	7	13.5%	0	0.0%	52	100.0%	52	
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		TOTALS	1,538	87.5%	211	12.0%	8	0.5%	1,757	100.0%	1,757	

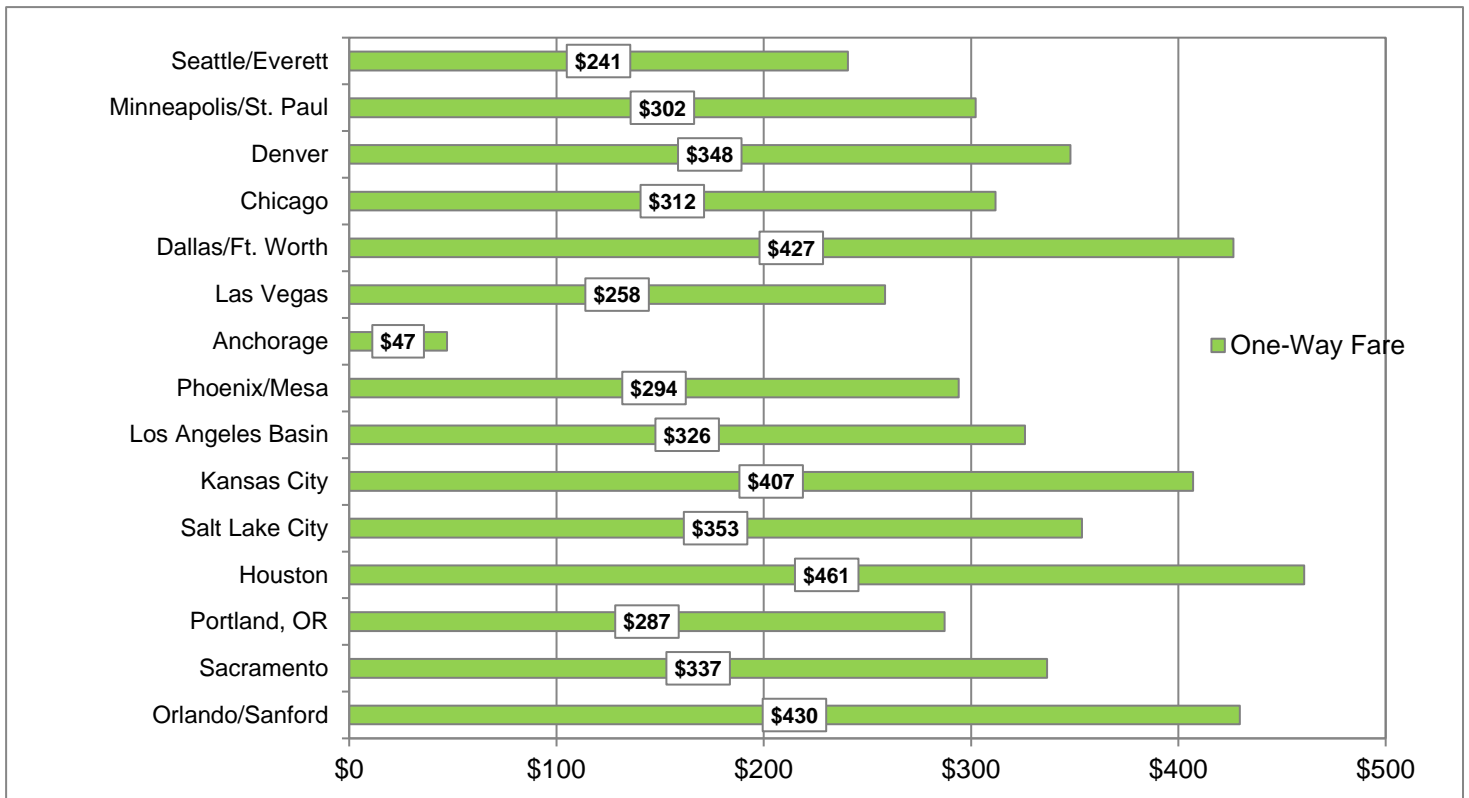
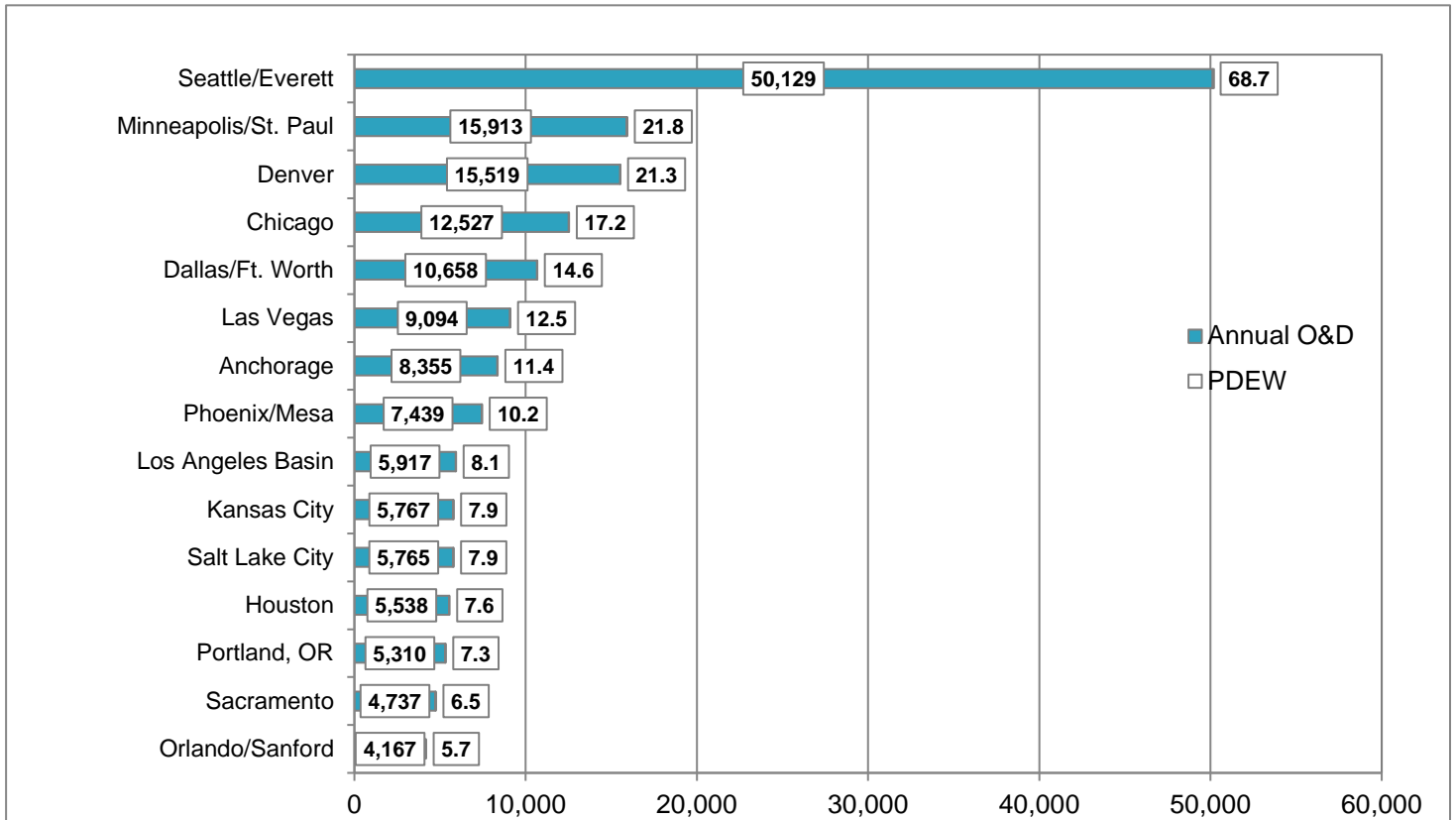
Kenai Regional Airport ARC Sample Tickets and Share by City and Point of Origin

Rank	City	ARC Sample Tickets and Share by Airport						Total
		ANC	% ANC	ENA	% ENA	HOM	% HOM	
1	SOLDOTNA	569	85.3%	98	14.7%	0	0.0%	667
2	KENAI	492	87.2%	72	12.8%	0	0.0%	564
3	STERLING	184	97.9%	4	2.1%	0	0.0%	188
4	ANCHOR POINT	103	85.8%	9	7.5%	8	6.7%	120
5	KASILOF	102	85.7%	17	14.3%	0	0.0%	119
6	NIKISKI	45	86.5%	7	13.5%	0	0.0%	52
7	NINILCHIK	24	85.7%	4	14.3%	0	0.0%	28
8	CLAM GULCH	19	100.0%	0	0.0%	0	0.0%	19
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60	TOTALS	1,538	87.5%	211	12.0%	8	0.5%	1,757

Distribution of Traffic among Airports in the Region



15 Largest O&D Markets and Average Fares in the Catchment Area



Domestic Market Size Rankings by Airport (Markets 1-50)

Rank	Metro Area	Passengers per Day Each Way				Market Share			One-Way Fare			Total
		ANC	ENA	HOM	Total	ANC	ENA	HOM	ANC	ENA	HOM	
1	Seattle/Everett	65.3	3.4		68.7	95.1%	4.9%		\$232	\$399		\$241
2	Minneapolis/St. Paul	21.4	0.4		21.8	98.3%	1.7%		\$301	\$363		\$302
3	Denver	21.0	0.3		21.3	98.6%	1.4%		\$346	\$466		\$348
4	Chicago	17.0	0.2		17.2	99.0%	1.0%		\$312	\$300		\$312
5	Dallas/Ft. Worth	14.2	0.4		14.6	97.4%	2.6%		\$426	\$450		\$427
6	Las Vegas	11.9	0.5		12.5	95.8%	4.2%		\$247	\$513		\$258
7	Anchorage		10.4	1.1	11.4		90.7%	9.3%		\$44	\$76	\$47
8	Phoenix/Mesa	10.0	0.2		10.2	98.2%	1.8%		\$287	\$702		\$294
9	Los Angeles Basin	7.1	1.0		8.1	87.1%	12.9%		\$304	\$475		\$326
10	Kansas City	7.7	0.2		7.9	96.9%	3.1%		\$404	\$517		\$407
11	Salt Lake City	7.0	0.9		7.9	89.1%	10.9%		\$335	\$502		\$353
12	Houston	6.9	0.7		7.6	91.3%	8.7%		\$449	\$586		\$461
13	Portland, OR	6.4	0.9		7.3	87.6%	12.4%		\$275	\$377		\$287
14	Sacramento	5.8	0.7		6.5	90.0%	10.0%		\$321	\$481		\$337
15	Orlando/Sanford	5.7	0.0		5.7	99.5%	0.5%		\$428	\$805		\$430
16	Fairbanks	4.0	1.7		5.7	69.7%	30.3%		\$137	\$251		\$172
17	South Florida	5.5	0.1		5.7	97.4%	2.6%		\$542	\$566		\$543
18	Indianapolis	5.5	0.1		5.6	98.4%	1.6%		\$465	\$523		\$466
19	Tulsa	4.9	0.1		5.0	98.1%	1.9%		\$450	\$462		\$451
20	Honolulu	4.5	0.3		4.8	93.5%	6.5%		\$313	\$545		\$329
21	Philadelphia/Trenton	4.6			4.6	99.3%			\$465			\$467
22	Boise	3.9	0.4		4.3	90.3%	9.7%		\$283	\$459		\$300
23	San Antonio	4.0	0.2		4.2	95.8%	4.2%		\$461	\$389		\$458
24	Charlotte/Concord	3.7			3.7	100.0%			\$478			\$478
25	Spokane	3.1	0.4		3.5	88.6%	11.4%		\$317	\$571		\$346
26	Memphis	3.4	0.0		3.5	99.1%	0.9%		\$443	\$467		\$443
27	New York/Newark	3.3	0.2		3.4	95.1%	4.9%		\$447	\$732		\$460
28	Fargo	3.2	0.1		3.3	97.3%	2.7%		\$405	\$564		\$409
29	San Francisco Bay Area	2.6	0.6		3.3	80.7%	19.3%		\$299	\$520		\$341
30	Rapid City	3.2			3.2	100.0%			\$442			\$442
31	Des Moines	3.1	0.1		3.1	98.1%	1.9%		\$380	\$619		\$385
32	St. Louis/Belleville	3.0	0.1		3.1	96.1%	3.9%		\$424	\$448		\$425
33	Omaha	3.0	0.1		3.1	97.1%	2.9%		\$400	\$483		\$403
34	Boston	2.9	0.1		2.9	97.9%	2.1%		\$464	\$655		\$468
35	Pittsburgh	2.9	0.0		2.9	99.0%	1.0%		\$445	\$354		\$444
36	Washington/Baltimore	2.7	0.2		2.9	94.8%	5.2%		\$472	\$409		\$469
37	Ft. Myers/Punta Gorda	2.7	0.1		2.8	97.2%	2.8%		\$455	\$522		\$457
38	Springfield, MO	2.6	0.0		2.6	98.9%	1.1%		\$476	\$704		\$479
39	Sioux Falls	2.6			2.6	100.0%			\$411			\$411
40	Richmond	2.6			2.6	100.0%			\$459			\$459
41	Reno	2.4			2.4	100.0%			\$347			\$347
42	Cleveland	2.3			2.3	100.0%			\$438			\$438
43	Little Rock	2.2	0.1		2.3	97.1%	2.9%		\$458	\$572		\$461
44	Chattanooga	2.2			2.2	100.0%			\$511			\$511
45	Tampa/St. Petersburg	2.0	0.1		2.1	95.8%	4.2%		\$460	\$610		\$466
46	Buffalo	2.1	0.0		2.1	98.8%	1.2%		\$410	\$749		\$415
47	Billings	2.0	0.0		2.1	98.5%	1.5%		\$407	\$434		\$407
48	Maui	2.0	0.0		2.0	98.6%	1.4%		\$306	\$386		\$307
49	Atlanta	1.6			1.9	85.2%			\$361			\$385
50	Grand Junction	1.7	0.1		1.8	95.1%	4.9%		\$393	\$598		\$403
Markets 1-50		315.4	25.3	1.1	342.1	92.2%	7.4%	0.3%	\$341	\$281	\$76	\$336
Other Markets		67.5	6.8	0.0	74.0	91.2%	9.2%	0.0%	\$423	\$520		\$432
All Markets		382.9	32.1	1.1	416.1	92.0%	7.7%	0.3%	\$356	\$331	\$76	\$353

Domestic Market Size Rankings by Airport (Markets 51-100)

Rank	Metro Area	Passengers per Day Each Way				Market Share			One-Way Fare			
		ANC	ENA	HOM	Total	ANC	ENA	HOM	ANC	ENA	HOM	Total
51	Gulfport	1.7	0.0		1.8	98.5%	1.5%		\$404	\$885		\$411
52	Wichita	1.7			1.7	100.0%			\$407			\$407
53	Burlington	1.7	0.1		1.7	96.9%	3.1%		\$490	\$834		\$501
54	Jacksonville	1.6			1.6	100.0%			\$426			\$426
55	New Orleans	1.5	0.2		1.6	90.8%	9.2%		\$462	\$650		\$479
56	San Juan	1.6			1.6	100.0%			\$622			\$622
57	Tri-Cities	1.6			1.6	100.0%			\$502			\$502
58	Appleton	1.6			1.6	100.0%			\$449			\$449
59	Detroit	1.3	0.2		1.6	84.1%	15.9%		\$436	\$530		\$451
60	Birmingham	1.5	0.1		1.5	96.0%	4.0%		\$444	\$479		\$445
61	Nashville	1.4	0.1		1.5	91.9%	8.1%		\$440	\$467		\$442
62	Duluth	1.5	0.0		1.5	98.0%	2.0%		\$410	\$571		\$413
63	San Diego	1.2	0.2		1.5	83.6%	16.4%		\$308	\$648		\$364
64	Homer	1.3	0.0		1.4	97.6%	2.4%		\$76	\$48		\$75
65	Northwest Arkansas	1.3	0.0		1.3	96.6%	3.4%		\$378	\$656		\$388
66	Knoxville	1.3			1.3	100.0%			\$409			\$409
67	Kodiak	1.1	0.2		1.3	82.5%	17.5%		\$173	\$351		\$204
68	Louisville	1.2	0.0		1.2	98.0%	2.0%		\$441	\$668		\$446
69	Grand Rapids	1.2			1.2	100.0%			\$428			\$428
70	Harrisburg	1.2			1.2	100.0%			\$524			\$524
71	Greenville/Spartanburg	1.1			1.1	100.0%			\$430			\$430
72	Albuquerque	1.1			1.1	100.0%			\$442			\$442
73	Juneau	0.5	0.5		1.1	50.5%	49.5%		\$200	\$339		\$269
74	Raleigh/Durham	0.9	0.1		1.0	94.0%	6.0%		\$417	\$356		\$414
75	Kona	0.9	0.0		1.0	96.9%	3.1%		\$308	\$474		\$313
76	Gainesville	1.0			1.0	100.0%			\$606			\$606
77	Green Bay	1.0			1.0	100.0%			\$489			\$489
78	Norfolk/Newport News	1.0			1.0	100.0%			\$482			\$482
79	Lansing	0.9			0.9	100.0%			\$569			\$569
80	Bethel	0.8	0.2		0.9	81.7%	18.3%		\$170	\$280		\$190
81	Augusta	0.9			0.9	100.0%			\$439			\$439
82	Columbus, OH	0.9			0.9	100.0%			\$414			\$414
83	Portland, ME	0.8	0.0		0.9	96.5%	3.5%		\$498	\$709		\$505
84	Charleston, SC	0.8	0.1		0.8	93.0%	7.0%		\$423	\$489		\$428
85	Corpus Christi	0.8			0.8	100.0%			\$399			\$399
86	Hartford	0.8			0.8	100.0%			\$570			\$570
87	Austin	0.6	0.2		0.8	71.0%	29.0%		\$404	\$550		\$446
88	King Salmon	0.6	0.2		0.8	77.8%	22.2%		\$125	\$367		\$178
89	Bozeman	0.6	0.2		0.8	76.5%	23.5%		\$365	\$461		\$387
90	Madison	0.8			0.8	100.0%			\$364			\$364
91	Traverse City	0.7			0.7	100.0%			\$421			\$421
92	Minot	0.5	0.2		0.7	70.0%	30.0%		\$543	\$472		\$522
93	South Texas	0.7	0.0		0.7	96.6%	3.4%		\$486	\$840		\$499
94	Tallahassee	0.7			0.7	100.0%			\$511			\$511
95	Rochester	0.7			0.7	100.0%			\$490			\$490
96	Wrangell	0.7			0.7	100.0%			\$367			\$367
97	Marquette	0.7			0.7	100.0%			\$523			\$523
98	Albany	0.6	0.1		0.7	91.0%	9.0%		\$500	\$727		\$520
99	Fresno	0.6	0.1		0.7	86.2%	13.8%		\$374	\$538		\$397
100	Evansville	0.6			0.6	100.0%			\$548			\$548
	Markets 51-100	51.9	3.1	0.0	55.0	94.3%	5.7%	0.0%	\$425	\$477		\$428
	Other Markets	15.7	3.7	0.0	19.0	82.3%	19.3%	0.0%	\$418	\$557		\$442
	All Markets	382.9	32.1	1.1	416.1	92.0%	7.7%	0.3%	\$356	\$331	\$76	\$353

Domestic Market Size Rankings by Airline

Rank	Metro Area	Passengers per Day Each Way						One-Way Fare							
		AS	DL	UA	AA	7H	SY	Total	AS	DL	UA	AA	7H	SY	Total
1	Seattle/Everett	32.8	32.5			3.4		68.7	\$241	\$223			\$399		\$241
2	Minneapolis/St. Paul	4.1	8.2	1.4		0.4	7.8	21.8	\$283	\$389	\$208		\$363	\$235	\$302
3	Denver	3.7	5.2	12.0		0.3	0.0	21.3	\$333	\$282	\$378		\$466	\$271	\$348
4	Chicago	13.6	0.6	2.8		0.2		17.2	\$300	\$305	\$369		\$300		\$312
5	Dallas/Ft. Worth	3.8	1.6	0.9	7.8	0.4	0.0	14.6	\$377	\$366	\$382	\$467	\$450	\$305	\$427
6	Las Vegas	3.7	7.5	0.6	0.2	0.5	0.0	12.5	\$289	\$224	\$208	\$454	\$513	\$303	\$258
7	Anchorage					6.8		11.4					\$49		\$47
8	Phoenix/Mesa	4.7	5.4			0.2		10.2	\$291	\$283			\$702		\$294
9	Los Angeles Basin	3.0	3.8	0.3		1.0	0.0	8.1	\$314	\$293	\$340		\$475	\$294	\$326
10	Kansas City	1.0	2.9	1.9	1.9	0.2		7.9	\$369	\$416	\$439	\$366	\$517		\$407
11	Salt Lake City	1.0	4.7	1.3		0.9		7.9	\$302	\$352	\$303		\$502		\$353
12	Houston	1.0	1.3	2.6	2.0	0.7	0.0	7.6	\$409	\$398	\$531	\$392	\$586	\$312	\$461
13	Portland, OR	4.3	1.7		0.3	0.9		7.3	\$276	\$259		\$348	\$377		\$287
14	Sacramento	1.8	2.3	1.8		0.7		6.5	\$321	\$290	\$360		\$481		\$337
15	Orlando/Sanford	1.7	2.4	1.3	0.2	0.0	0.1	5.7	\$392	\$451	\$441	\$417	\$805	\$311	\$430
16	Fairbanks	4.0				1.7		5.7	\$137				\$251		\$172
17	South Florida	0.7	0.5	1.0	3.4	0.1		5.7	\$407	\$554	\$611	\$547	\$566		\$543
18	Indianapolis	2.6	1.0	1.9		0.1	0.0	5.6	\$400	\$495	\$537		\$523	\$240	\$466
19	Tulsa	0.3		1.9	2.6	0.1		5.0	\$388		\$461	\$450	\$462		\$451
20	Honolulu	4.5				0.3		4.8	\$313				\$545		\$329
21	Philadelphia/Trenton	1.6	1.0	1.9		0.0	0.1	4.6	\$446	\$465	\$486		\$845	\$371	\$467
22	Boise	0.3	3.6			0.4		4.3	\$327	\$279			\$459		\$300
23	San Antonio	0.5	0.3	2.3	1.0	0.2		4.2	\$384	\$441	\$475	\$471	\$389		\$458
24	Charlotte/Concord		2.2	0.4	1.1		0.0	3.7		\$458	\$469	\$526		\$356	\$478
25	Spokane	2.0	1.1			0.4		3.5	\$332	\$290			\$571		\$346
26	Memphis	1.7	0.7		1.0	0.0		3.5	\$394	\$546		\$456	\$467		\$443
27	New York/Newark	2.3	0.3	0.7		0.2	0.1	3.4	\$415	\$477	\$549		\$732	\$290	\$460
28	Fargo		2.5	0.7		0.1		3.3		\$405	\$404		\$564		\$409
29	San Francisco Bay Area	2.4	0.3			0.6		3.3	\$304	\$253			\$520		\$341
30	Rapid City		2.4	0.4	0.4			3.2		\$442	\$460	\$428			\$442
31	Des Moines		0.4	0.4	2.3	0.1		3.1		\$440	\$429	\$362	\$619		\$385
32	St. Louis/Belleville	0.6	2.1		0.3	0.1		3.1	\$396	\$429		\$441	\$448		\$425
33	Omaha	0.3		2.6		0.1	0.0	3.1	\$397		\$401		\$483	\$287	\$403
34	Boston	0.6	1.7	0.6		0.1	0.1	2.9	\$435	\$462	\$519		\$655	\$316	\$468
35	Pittsburgh		0.3	1.2	1.2	0.0	0.1	2.9		\$500	\$430	\$458	\$354	\$260	\$444
36	Washington/Baltimore	0.8	1.2	0.7		0.2	0.1	2.9	\$456	\$488	\$479		\$409	\$333	\$469
37	Ft. Myers/Punta Gorda	1.6	0.8	0.3		0.1	0.0	2.8	\$410	\$533	\$478		\$522	\$570	\$457
38	Springfield, MO			0.3	2.3	0.0		2.6			\$473	\$477	\$704		\$479
39	Sioux Falls		1.5	0.4	0.8			2.6		\$425	\$410	\$383			\$411
40	Richmond			1.1	1.4		0.1	2.6			\$477	\$452		\$299	\$459
41	Reno	0.5	1.6	0.3				2.4	\$352	\$299	\$627				\$347
42	Cleveland	0.3	1.6		0.3			2.3	\$391	\$461		\$367			\$438
43	Little Rock	0.6			1.6	0.1		2.3	\$401			\$480	\$572		\$461
44	Chattanooga			0.9	1.3			2.2			\$529	\$499			\$511
45	Tampa/St. Petersburg		0.3		1.8	0.1		2.1		\$487		\$456	\$610		\$466
46	Buffalo	0.3	0.3		1.4	0.0	0.0	2.1	\$464	\$501		\$377	\$749	\$288	\$415
47	Billings			2.0		0.0		2.1			\$407		\$434		\$407
48	Maui	2.0				0.0		2.0	\$306				\$386		\$307
49	Atlanta			1.6		0.3		1.9			\$361		\$520		\$385
50	Grand Junction	1.0		0.7		0.1		1.8	\$382		\$411		\$598		\$403
	50 Largest Markets	111.7	107.4	51.1	36.7	22.0	8.6	342.1	\$300	\$316	\$420	\$452	\$325	\$242	\$336
	Other Markets	15.5	18.4	9.7	20.2	9.1	0.4	74.0	\$356	\$492	\$484	\$438	\$396	\$350	\$432
	All Markets	127.2	125.8	60.8	56.8	31.1	8.9	416.1	\$306	\$342	\$431	\$447	\$346	\$247	\$353

Domestic and International Market Size Rankings by Airport (Markets 1-50)

Rank	Metro Area	Passengers per Day Each Way				Airport Share			One-Way Fare			Total	
		ANC	ENA	HOM	Total	ANC	ENA	HOM	ANC	ENA	HOM		
1	Seattle/Everett	65.3	3.4		68.7	95.1%	4.9%		\$232	\$399		\$241	
2	Minneapolis/St. Paul	21.4	0.4		21.8	98.3%	1.7%		\$301	\$363		\$302	
3	Denver	21.0	0.3		21.3	98.6%	1.4%		\$346	\$466		\$348	
4	Chicago	17.0	0.2		17.2	99.0%	1.0%		\$312	\$300		\$312	
5	Dallas/Ft. Worth	14.2	0.4		14.6	97.4%	2.6%		\$426	\$450		\$427	
6	Las Vegas	11.9	0.5		12.5	95.8%	4.2%		\$247	\$513		\$258	
7	Anchorage		10.4	1.1	11.4		90.7%	9.3%		\$44	\$76		\$47
8	Phoenix/Mesa	10.0	0.2		10.2	98.2%	1.8%		\$287	\$702		\$294	
9	Los Angeles Basin	7.1	1.0		8.1	87.1%	12.9%		\$304	\$475		\$326	
10	Kansas City	7.7	0.2		7.9	96.9%	3.1%		\$404	\$517		\$407	
11	Salt Lake City	7.0	0.9		7.9	89.1%	10.9%		\$335	\$502		\$353	
12	Houston	6.9	0.7		7.6	91.3%	8.7%		\$449	\$586		\$461	
13	Portland, OR	6.4	0.9		7.3	87.6%	12.4%		\$275	\$377		\$287	
14	Sacramento	5.8	0.7		6.5	90.0%	10.0%		\$321	\$481		\$337	
15	Orlando/Sanford	5.7	0.0		5.7	99.5%	0.5%		\$428	\$805		\$430	
16	Fairbanks	4.0	1.7		5.7	69.7%	30.3%		\$137	\$251		\$172	
17	South Florida	5.5	0.1		5.7	97.4%	2.6%		\$542	\$566		\$543	
18	Indianapolis	5.5	0.1		5.6	98.4%	1.6%		\$465	\$523		\$466	
19	Tulsa	4.9	0.1		5.0	98.1%	1.9%		\$450	\$462		\$451	
20	Honolulu	4.5	0.3		4.8	93.5%	6.5%		\$313	\$545		\$329	
21	Philadelphia/Trenton	4.6			4.6	99.3%			\$465			\$467	
22	Boise	3.9	0.4		4.3	90.3%	9.7%		\$283	\$459		\$300	
23	San Antonio	4.0	0.2		4.2	95.8%	4.2%		\$461	\$389		\$458	
24	Charlotte/Concord	3.7			3.7	100.0%			\$478			\$478	
25	Spokane	3.1	0.4		3.5	88.6%	11.4%		\$317	\$571		\$346	
26	Memphis	3.4	0.0		3.5	99.1%	0.9%		\$443	\$467		\$443	
27	New York/Newark	3.3	0.2		3.4	95.1%	4.9%		\$447	\$732		\$460	
28	Fargo	3.2	0.1		3.3	97.3%	2.7%		\$405	\$564		\$409	
29	San Francisco Bay Area	2.6	0.6		3.3	80.7%	19.3%		\$299	\$520		\$341	
30	Rapid City	3.2			3.2	100.0%			\$442			\$442	
31	Des Moines	3.1	0.1		3.1	98.1%	1.9%		\$380	\$619		\$385	
32	St. Louis/Belleville	3.0	0.1		3.1	96.1%	3.9%		\$424	\$448		\$425	
33	Omaha	3.0	0.1		3.1	97.1%	2.9%		\$400	\$483		\$403	
34	Boston	2.9	0.1		2.9	97.9%	2.1%		\$464	\$655		\$468	
35	Pittsburgh	2.9	0.0		2.9	99.0%	1.0%		\$445	\$354		\$444	
36	Washington/Baltimore	2.7	0.2		2.9	94.8%	5.2%		\$472	\$409		\$469	
37	Ft. Myers/Punta Gorda	2.7	0.1		2.8	97.2%	2.8%		\$455	\$522		\$457	
38	Bangkok	2.7			2.7	100.0%			\$810			\$810	
39	Springfield, MO	2.6	0.0		2.6	98.9%	1.1%		\$476	\$704		\$479	
40	Sioux Falls	2.6			2.6	100.0%			\$411			\$411	
41	Richmond	2.6			2.6	100.0%			\$459			\$459	
42	Manila	2.4			2.4	100.0%			\$866			\$866	
43	Reno	2.4			2.4	100.0%			\$347			\$347	
44	Cleveland	2.3			2.3	100.0%			\$438			\$438	
45	Little Rock	2.2	0.1		2.3	97.1%	2.9%		\$458	\$572		\$461	
46	Chattanooga	2.2			2.2	100.0%			\$511			\$511	
47	Tampa/St. Petersburg	2.0	0.1		2.1	95.8%	4.2%		\$460	\$610		\$466	
48	Aguascalientes	2.1			2.1	100.0%			\$522			\$522	
49	Buffalo	2.1	0.0		2.1	98.8%	1.2%		\$410	\$749		\$415	
50	Billings	2.0			2.1	98.5%			\$407			\$407	
Markets 1-50		317.3	25.1	1.1	343.6	92.4%	7.3%	0.3%	\$350	\$279	\$76	\$344	
Other Markets		97.1	7.2	0.0	104.2	93.2%	6.9%	0.0%	\$537	\$531		\$537	
All Markets		414.4	32.3	1.1	447.8	92.5%	7.2%	0.2%	\$394	\$335	\$76	\$389	

Metro Area Multiple Airport Detail

Metro Area	Airport	Passengers per Day Each Way			Airport Share		One-Way Fare		
		ANC	ENA	Total	ANC	ENA	ANC	ENA	Total
Chicago	ORD	17.0	0.2	17.2	99.0%	1.0%	\$312	\$300	\$312
		17.0	0.2	17.2	99.0%	1.0%	\$312	\$300	\$312
Dallas/Ft. Worth	DAL	1.6	0.1	1.7	96.5%	3.5%	\$377	\$309	\$375
	DFW	12.6	0.3	12.9	97.5%	2.5%	\$432	\$477	\$433
		14.2	0.4	14.6	97.4%	2.6%	\$426	\$450	\$427
Phoenix/Mesa	PHX	10.0	0.2	10.2	98.2%	1.8%	\$287	\$702	\$294
		10.0	0.2	10.2	98.2%	1.8%	\$287	\$702	\$294
Los Angeles Basin	BUR	0.3	0.1	0.3	82.0%	18.0%	\$314	\$287	\$310
	LAX	5.5	0.4	5.9	93.5%	6.5%	\$301	\$502	\$314
	ONT	0.6	0.3	0.9	63.0%	37.0%	\$317	\$475	\$375
	SNA	0.7	0.3	1.0	72.4%	27.6%	\$314	\$479	\$360
		7.1	1.0	8.1	87.1%	12.9%	\$304	\$475	\$326
Houston	HOU		0.0	0.0		100.0%		\$606	\$606
	IAH	6.9	0.6	7.6	91.6%	8.4%	\$449	\$585	\$460
		6.9	0.7	7.6	91.3%	8.7%	\$449	\$586	\$461
South Florida	FLL	0.5	0.0	0.5	94.1%	5.9%	\$554	\$478	\$550
	MIA	2.7	0.1	2.8	95.7%	4.3%	\$563	\$587	\$564
	PBI	2.4		2.4	100.0%		\$516		\$516
		5.5	0.1	5.7	97.4%	2.6%	\$542	\$566	\$543
New York/Newark	EWR	2.4	0.1	2.6	94.6%	5.4%	\$454	\$730	\$468
	LGA	0.1		0.1	100.0%		\$290		\$290
	JFK	0.8	0.0	0.8	96.4%	3.6%	\$436	\$743	\$447
		3.3	0.2	3.4	95.1%	4.9%	\$447	\$732	\$460
San Francisco Bay Area	OAK		0.1	0.1		100.0%		\$511	\$511
	SFO	2.1	0.3	2.4	88.6%	11.4%	\$304	\$499	\$326
	SJC	0.5	0.2	0.7	71.7%	28.3%	\$278	\$551	\$356
		2.6	0.6	3.3	80.7%	19.3%	\$299	\$520	\$341
St. Louis/Belleville	STL	3.0	0.1	3.1	96.1%	3.9%	\$424	\$448	\$425
		3.0	0.1	3.1	96.1%	3.9%	\$424	\$448	\$425
Washington/Baltimore	BWI	1.0		1.0	100.0%		\$471		\$471
	DCA	0.8	0.0	0.9	96.5%	3.5%	\$455	\$495	\$457
	IAD	0.9	0.1	1.1	88.6%	11.4%	\$488	\$387	\$476
		2.7	0.2	2.9	94.8%	5.2%	\$472	\$409	\$469
Ft. Myers/Punta Gorda	RSW	2.7	0.1	2.8	97.2%	2.8%	\$455	\$522	\$457
		2.7	0.1	2.8	97.2%	2.8%	\$455	\$522	\$457
London	LHR	1.4		1.4	100.0%		\$956		\$956
		1.4		1.4	100.0%		\$956		\$956
Norfolk/Newport News	ORF	1.0		1.0	100.0%		\$482		\$482
		1.0		1.0	100.0%		\$482		\$482
Columbus, OH	CMH	0.9		0.9	100.0%		\$414		\$414
		0.9		0.9	100.0%		\$414		\$414
South Texas	BRO	0.7	0.0	0.7	96.6%	3.4%	\$486	\$840	\$499
		0.7	0.0	0.7	96.6%	3.4%	\$486	\$840	\$499
Paris	CDG	0.6		0.6	100.0%		\$816		\$816
		0.6		0.6	100.0%		\$816		\$816

Domestic Resident and Visitor Point of Origin PDEW and Percentage by Airport (Markets 1-50)

Rank	Metro Area	Resident Point of Origin PDEW			Visitor Point of Origin PDEW			Resident Point of Origin %		
		ANC	ENA	HOM	ANC	ENA	HOM	ANC	ENA	HOM
1	Seattle/Everett	32.0	0.8		33.3	2.6		49.0%	22.4%	
2	Minneapolis/St. Paul	8.2	0.1		13.2	0.2		38.5%	39.0%	
3	Denver	8.9	0.0		12.1	0.2		42.4%	15.3%	
4	Chicago	7.2	0.0		9.8	0.2		42.3%	0.0%	
5	Dallas/Ft. Worth	6.0	0.1		8.2	0.3		42.0%	26.7%	
6	Las Vegas	8.4	0.2		3.6	0.3		70.1%	43.4%	
7	Anchorage		5.4	0.5		5.0	0.5		52.0%	51.2%
8	Phoenix/Mesa	5.6	0.1		4.4	0.1		56.1%	33.3%	
9	Los Angeles Basin	3.7	0.4		3.4	0.7		51.9%	37.1%	
10	Kansas City	3.1	0.1		4.5	0.2		41.0%	26.5%	
11	Salt Lake City	2.7	0.1		4.3	0.7		39.0%	15.8%	
12	Houston	2.8	0.2		4.2	0.5		39.8%	31.6%	
13	Portland, OR	2.9	0.1		3.5	0.8		45.1%	12.7%	
14	Sacramento	2.6	0.1		3.2	0.6		44.8%	9.2%	
15	Orlando/Sanford	3.5	0.0		2.2	0.0		60.8%	0.0%	
16	Fairbanks	2.0	0.9		2.0	0.8		49.6%	51.3%	
17	South Florida	3.1	0.1		2.4	0.0		56.1%	79.6%	
18	Indianapolis	2.2	0.0		3.3	0.1		40.4%	0.0%	
19	Tulsa	2.0	0.0		2.9	0.1		40.3%	0.0%	
20	Honolulu	3.1	0.0		1.4	0.3		69.7%	0.0%	
21	Philadelphia/Trenton	1.9			2.7			40.7%		
22	Boise	1.6	0.0		2.4	0.4		39.9%	0.0%	
23	San Antonio	2.1	0.1		2.0	0.1		51.6%	34.4%	
24	Charlotte/Concord	1.3			2.4			35.2%		
25	Spokane	1.4	0.0		1.6	0.4		46.7%	8.0%	
26	Memphis	1.3	0.0		2.1	0.0		38.0%	100.0%	
27	New York/Newark	1.4	0.0		1.9	0.2		41.8%	0.0%	
28	Fargo	1.2	0.1		2.0	0.0		36.6%	100.0%	
29	San Francisco Bay Area	1.0	0.1		1.6	0.6		39.7%	9.3%	
30	Rapid City	1.0			2.1			32.8%		
31	Des Moines	1.0	0.0		2.0	0.0		33.9%	50.0%	
32	St. Louis/Belleville	1.3	0.0		1.6	0.1		44.2%	25.0%	
33	Omaha	1.2	0.0		1.8	0.1		39.7%	31.3%	
34	Boston	1.3	0.0		1.5	0.1		46.8%	0.0%	
35	Pittsburgh	1.2	0.0		1.7	0.0		42.0%	100.0%	
36	Washington/Baltimore	1.2	0.1		1.5	0.1		44.7%	60.0%	
37	Ft. Myers/Punta Gorda	1.3	0.0		1.4	0.1		49.1%	0.0%	
38	Spingfield, MO	1.2	0.0		1.4	0.0		45.1%	0.0%	
39	Sioux Falls	0.9			1.7			34.8%		
40	Richmond	0.9			1.6			36.2%		
41	Reno	1.2			1.2			50.0%		
42	Cleveland	0.9			1.4			40.1%		
43	Little Rock	0.9	0.1		1.3	0.0		41.7%	100.0%	
44	Chattanooga	0.7			1.5			29.7%		
45	Tampa/St. Petersburg	1.0	0.0		1.0	0.1		51.2%	0.0%	
46	Buffalo	0.8	0.0		1.3	0.0		38.2%	0.0%	
47	Billings	0.9	0.0		1.1	0.0		44.8%	0.0%	
48	Maui	1.7	0.0		0.3	0.0		85.7%	100.0%	
49	Atlanta	0.7			1.0			39.8%		
50	Grand Junction	0.7	0.0		1.0	0.1		38.5%	34.4%	
	Markets 1-50	145.2	9.3	0.5	170.2	16.0	0.5	46.0%	36.8%	51.2%
	All Markets	185.6	15.9	0.5	197.4	16.2	0.6	48.5%	49.6%	46.8%

Domestic Resident and Visitor Point of Origin PDEW and Percentage by Airport (Markets 51-100)

Rank	Metro Area	Resident Point of Origin PDEW			Visitor Point of Origin PDEW			Resident Point of Origin %		
		ANC	ENA	HOM	ANC	ENA	HOM	ANC	ENA	HOM
51	Gulfport	0.8	0.0		1.0	0.0		45.0%	0.0%	
52	Wichita	0.8			1.0			44.9%		
53	Burlington	0.6	0.0		1.1	0.1		35.4%	0.0%	
54	Jacksonville	0.7			1.0			40.2%		
55	New Orleans	0.8	0.0		0.7	0.1		53.0%	20.0%	
56	San Juan	1.0			0.5			65.5%		
57	Tri-Cities	0.5			1.1			33.0%		
58	Appleton	0.4			1.2			24.9%		
59	Detroit	0.5	0.1		0.8	0.2		40.0%	24.2%	
60	Birmingham	0.5	0.0		0.9	0.1		35.7%	0.0%	
61	Nashville	0.7	0.0		0.7	0.1		47.5%	25.0%	
62	Duluth	0.4	0.0		1.1	0.0		26.9%	100.0%	
63	San Diego	0.7	0.0		0.6	0.2		53.1%	0.0%	
64	Homer	0.7	0.0		0.7	0.0		48.5%	54.2%	
65	Northwest Arkansas	0.5	0.0		0.7	0.0		41.4%	0.0%	
66	Knoxville	0.5			0.8			40.0%		
67	Kodiak	0.5	0.1		0.5	0.1		49.6%	40.5%	
68	Louisville	0.5	0.0		0.7	0.0		43.3%	0.0%	
69	Grand Rapids	0.4			0.8			32.3%		
70	Harrisburg	0.4			0.8			32.7%		
71	Greenville/Spartanburg	0.4			0.7			36.0%		
72	Albuquerque	0.5			0.6			48.0%		
73	Juneau	0.3	0.2		0.3	0.3		48.8%	33.4%	
74	Raleigh/Durham	0.4	0.0		0.5	0.1		41.9%	0.0%	
75	Kona	0.8	0.0		0.2	0.0		83.4%	0.0%	
76	Gainesville	0.3			0.7			27.0%		
77	Green Bay	0.3			0.7			27.3%		
78	Norfolk/Newport News	0.4			0.6			41.4%		
79	Lansing	0.1			0.8			14.0%		
80	Bethel	0.3	0.0		0.5	0.2		34.4%	0.0%	
81	Augusta	0.3			0.7			28.6%		
82	Columbus, OH	0.4			0.5			43.0%		
83	Portland, ME	0.3	0.0		0.5	0.0		36.7%	0.0%	
84	Charleston, SC	0.4	0.1		0.4	0.0		50.7%	100.0%	
85	Corpus Christi	0.4			0.4			46.6%		
86	Hartford	0.3			0.6			32.2%		
87	Austin	0.3	0.2		0.3	0.1		44.1%	62.7%	
88	King Salmon	0.4	0.0		0.3	0.1		60.4%	24.4%	
89	Bozeman	0.3	0.1		0.3	0.1		43.0%	32.4%	
90	Madison	0.3			0.5			34.0%		
91	Traverse City	0.3			0.5			36.3%		
92	Minot	0.1	0.0		0.4	0.2		25.8%	13.9%	
93	South Texas	0.3	0.0		0.4	0.0		42.9%	0.0%	
94	Tallahassee	0.3			0.4			36.8%		
95	Rochester	0.3			0.4			37.8%		
96	Wrangell	0.3			0.4			38.3%		
97	Marquette	0.4			0.3			57.5%		
98	Albany	0.3	0.0		0.4	0.1		42.7%	0.0%	
99	Fresno	0.3	0.1		0.3	0.0		46.2%	100.0%	
100	Evansville	0.3			0.4			40.2%		
Markets 51-100		21.3	0.9	0.0	30.5	2.3	0.0	41.2%	27.8%	
All Markets		185.6	15.9	0.5	197.4	16.2	0.6	48.5%	49.6%	46.8%

International Market Size Rankings by Airport

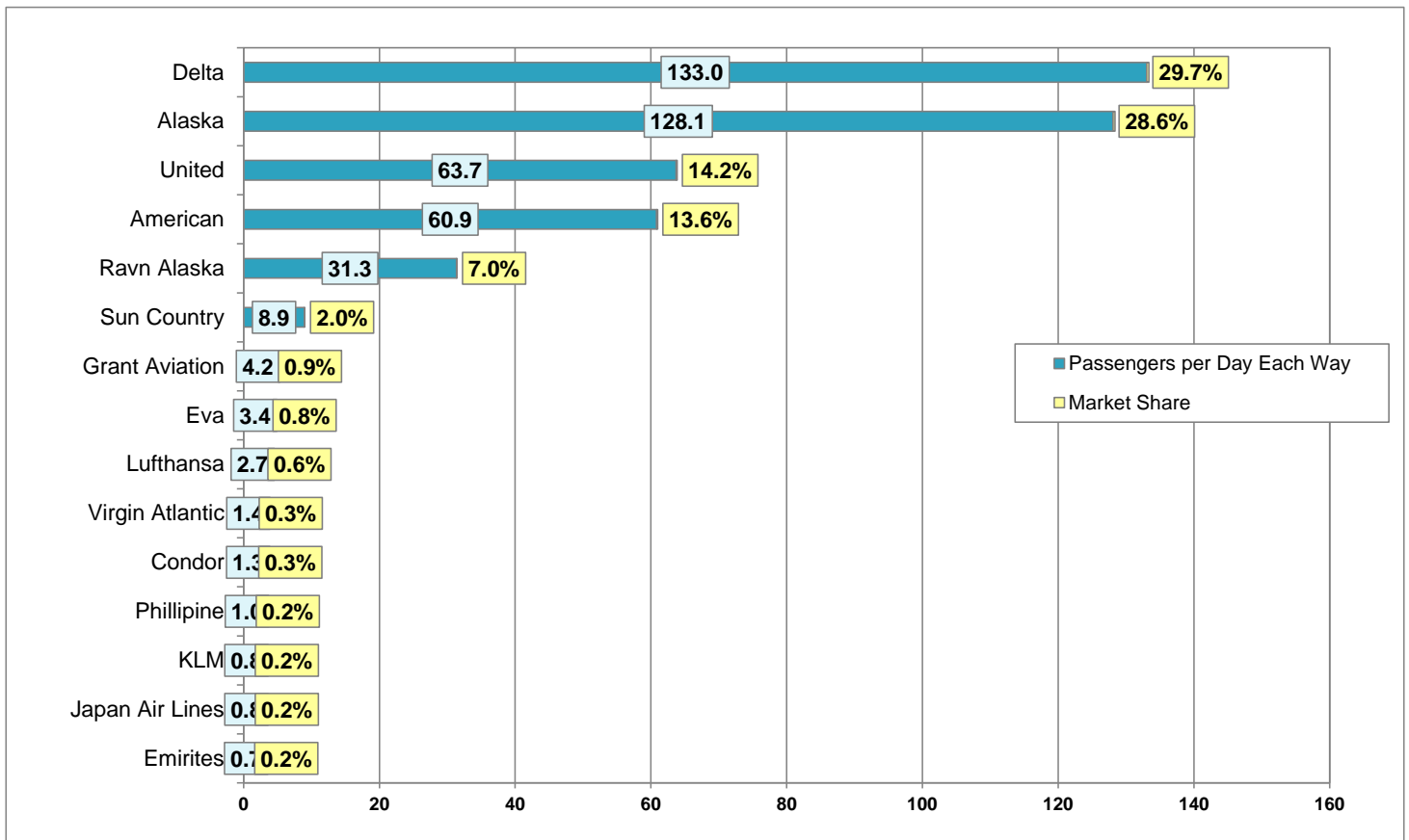
Rank	Metro Area	Passengers per Day Each Way			Market Share		One-Way Fare		Total
		ANC	ENA	Total	ANC	ENA	ANC	ENA	
1	Bangkok	2.7		2.7	100.0%		\$810		\$810
2	Manila	2.4		2.4	100.0%		\$866		\$866
3	Aguascalientes	2.1		2.1	100.0%		\$522		\$522
4	Frankfurt	1.8		1.8	100.0%		\$683		\$683
5	Cebu	1.7		1.7	100.0%		\$850		\$850
6	Dublin	1.6		1.6	100.0%		\$943		\$943
7	London	1.4		1.4	100.0%		\$956		\$956
8	Ho Chi Minh City	1.2		1.2	100.0%		\$811		\$811
9	Cancun	1.0		1.0	100.0%		\$386		\$386
10	Windhoek	0.9		0.9	100.0%		\$1,222		\$1,222
11	Stavanger	0.8		0.8	100.0%		\$2,535		\$2,535
12	Tel Aviv	0.8		0.8	100.0%		\$1,085		\$1,085
13	Dubai	0.7		0.7	100.0%		\$1,546		\$1,546
14	Toronto	0.7		0.7	100.0%		\$409		\$409
15	Vancouver	0.7		0.7	100.0%		\$296		\$296
16	Johannesburg	0.7		0.7	100.0%		\$1,142		\$1,142
17	Dhaka	0.6		0.6	100.0%		\$837		\$837
18	Paris	0.6		0.6	100.0%		\$816		\$816
19	Roatan	0.5		0.5	100.0%		\$907		\$907
20	Copenhagen	0.5		0.5	100.0%		\$448		\$448
21	Mexico City	0.5		0.5	100.0%		\$514		\$514
22	Prague	0.5		0.5	100.0%		\$775		\$775
23	Oaxaca	0.4		0.4	100.0%		\$454		\$454
24	Brisbane	0.4		0.4	100.0%		\$2,092		\$2,092
25	Zacatecas	0.4		0.4	100.0%		\$603		\$603
26	Stockholm	0.4		0.4	100.0%		\$908		\$908
27	Rome	0.3		0.3	100.0%		\$722		\$722
28	Reykjavik	0.3		0.3	100.0%		\$1,046		\$1,046
29	Puerto Vallarta	0.3		0.3	100.0%		\$378		\$378
30	Liberia	0.3		0.3	100.0%		\$464		\$464
31	Edmonton	0.2	0.1	0.3	78.4%	21.6%	\$421	\$962	\$538
32	Managua	0.3		0.3	100.0%		\$529		\$529
33	Naples	0.2		0.2	100.0%		\$728		\$728
34		0		0.2	100.0%		\$949		\$949
35	Capetown	0.2		0.2	100.0%		\$1,206		\$1,206
36	Milan	0.2		0.2	100.0%		\$1,615		\$1,615
37	Buenos Aires	0.2		0.2	100.0%		\$1,187		\$1,187
38	Bogata	0.2		0.2	100.0%		\$376		\$376
39	Osaka	0.2		0.2	100.0%		\$924		\$924
40	Lima	0.2		0.2	100.0%		\$580		\$580
41	Santa Cruz	0.2		0.2	100.0%		\$828		\$828
42	San Jose	0.2		0.2	100.0%		\$379		\$379
43	Lisbon	0.2		0.2	100.0%		\$1,022		\$1,022
44	Phnom Penh	0.2		0.2	100.0%		\$777		\$777
45	San Salvadore	0.2		0.2	100.0%		\$394		\$394
46	Athens	0.1		0.1	100.0%		\$1,030		\$1,030
47	Los Cabos	0.1		0.1	100.0%		\$348		\$348
48	Calgary		0.1	0.1		100.0%		\$825	\$825
49	Luzon Island	0.1		0.1	100.0%		\$872		\$872
50	Vilnius	0.1		0.1	100.0%		\$643		\$815
50 Largest Markets		30.9	0.2	31.1	99.4%	0.6%	\$853	\$867	\$853
Other Markets		0.5	0.0	0.5	94.3%	5.7%	\$1,379	\$797	\$1,306
All Markets		31.4	0.2	31.7	99.3%	0.7%	\$861	\$858	\$861

International Market Size Rankings by Airline

Rank	Metro Area	Passengers per Day Each Way						Total	One-Way Fare						Total	
		DL	AA	BR	UA	LH	VS		DL	AA	BR	UA	LH	VS		
1	Bangkok	1.3		0.3	0.3			2.7	\$846		\$801	\$890				\$810
2	Manila	0.9		0.8				2.4	\$903		\$843					\$866
3	Aguascalientes		1.4		0.7			2.1		\$566		\$434				\$522
4	Frankfurt					1.0		1.8						\$518		\$683
5	Cebu			1.0				1.7			\$824					\$850
6	Dublin	1.1				0.5		1.6	\$1,097					\$559		\$943
7	London						1.4	1.4							\$956	\$956
8	Ho Chi Minh City			1.2				1.2			\$811					\$811
9	Cancun	0.4	0.6					1.0	\$400	\$376						\$386
10	Windhoek					0.6		0.9						\$1,196		\$1,222
11	Stavanger							0.8								\$2,535
12	Tel Aviv				0.5			0.8				\$1,065				\$1,085
13	Dubai							0.7								\$1,546
14	Toronto	0.5						0.7	\$389							\$409
15	Vancouver				0.2			0.7				\$231				\$296
16	Johannesburg				0.7			0.7				\$1,142				\$1,142
17	Dhaka							0.6								\$837
18	Paris	0.6						0.6	\$816							\$816
19	Roatan		0.5					0.5		\$907						\$907
20	Copenhagen		0.3					0.5		\$303						\$448
21	Mexico City	0.2	0.2					0.5	\$584	\$445						\$514
22	Prague					0.5		0.5						\$775		\$775
23	Oaxaca	0.4						0.4	\$454							\$454
24	Brisbane							0.4								\$2,092
25	Zacatecas							0.4								\$603
26	Stockholm	0.4						0.4	\$908							\$908
27	Rome							0.3								\$722
28	Reykjavik							0.3								\$1,046
29	Puerto Vallarta				0.1			0.3				\$438				\$378
30	Liberia		0.3					0.3		\$464						\$464
31	Edmonton							0.3								\$538
32	Managua		0.3					0.3		\$529						\$529
33	Naples							0.2								\$728
34		0						0.2								\$949
35	Capetown	0.2						0.2	\$1,206							\$1,206
36	Milan	0.2						0.2	\$1,615							\$1,615
37	Buenos Aires	0.2						0.2	\$1,187							\$1,187
38	Bogata							0.2								\$376
39	Osaka							0.2								\$924
40	Lima		0.2					0.2		\$580						\$580
41	Santa Cruz							0.2								\$828
42	San Jose	0.2						0.2	\$379							\$379
43	Lisbon				0.2			0.2				\$1,022				\$1,022
44	Phnom Penh			0.2				0.2			\$777					\$777
45	San Salvadore		0.2					0.2		\$394						\$394
46	Athens	0.1						0.1	\$1,030							\$1,030
47	Los Cabos				0.1			0.1				\$348				\$348
48	Calgary							0.1								\$825
49	Luzon Island	0.1						0.1	\$872							\$872
50	Vilnius	0.1						0.1	\$643							\$815
50 Largest Markets		7.2	3.9	3.4	2.9	2.5	1.4	31.1	\$841	\$541	\$819	\$775	\$739	\$956		\$336
Other Markets		0.0	0.1	0.0	0.0	0.1	0.0	0.5		\$1,146			\$1,411			\$432
All Markets		7.2	4.0	3.4	2.9	2.7	1.4	31.7	\$841	\$560	\$819	\$775	\$771	\$956		\$861

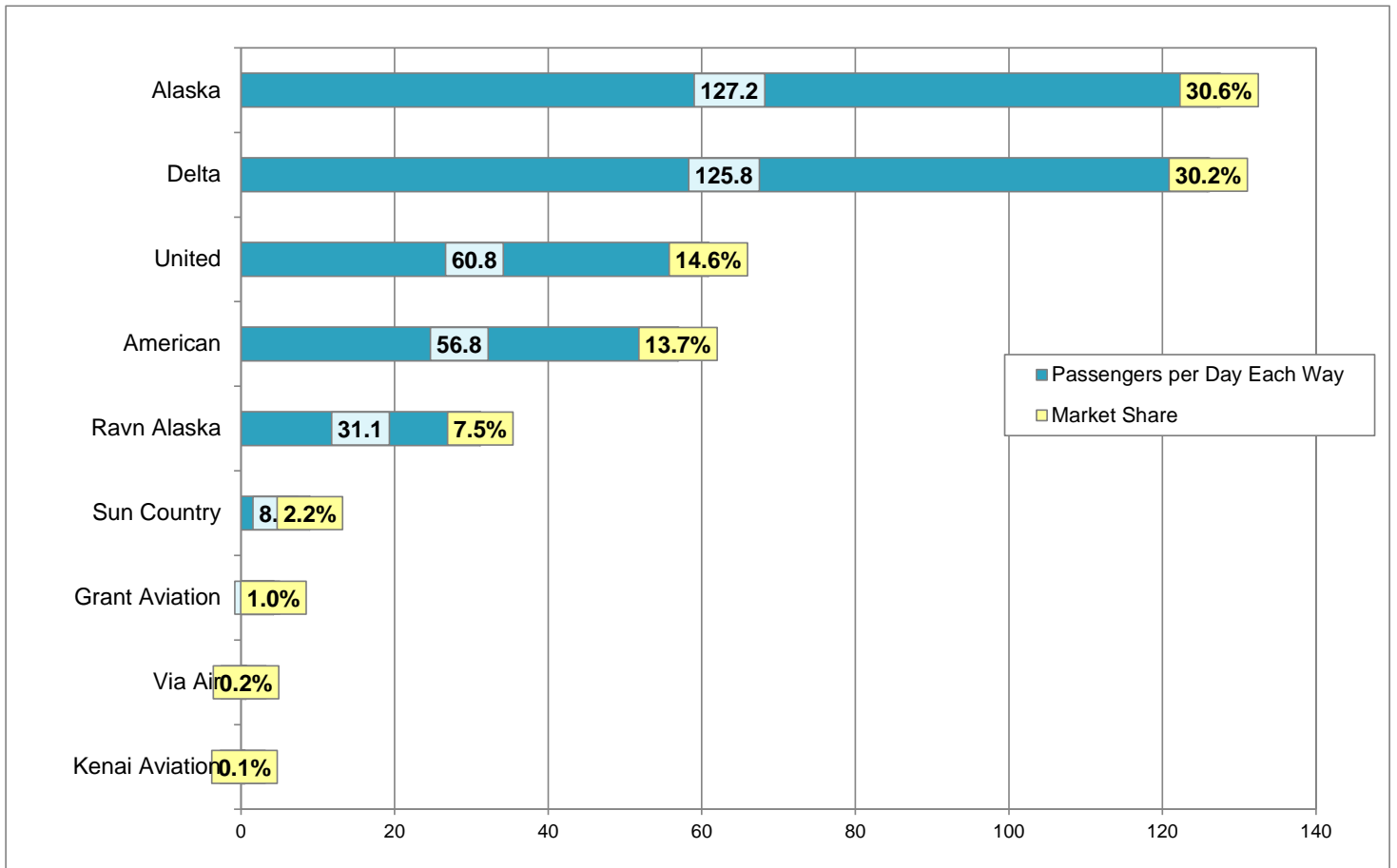
Domestic + International Airline Rankings by Airport

Rank	Code	Airline	Passengers per Day Each Way				Share	Airport Share			Average One-Way Fare			Total	
			ANC	ENA	HOM	Total		ANC	ENA	HOM	ANC	ENA	HOM		
1	DL	Delta	133.0			133.0	29.7%	100.0%				\$369			\$369
2	AS	Alaska	128.1			128.1	28.6%	100.0%				\$307			\$307
3	UA	United	63.7			63.7	14.2%	100.0%				\$447			\$447
4	AA	American	60.9			60.9	13.6%	100.0%				\$455			\$455
5	7H	Ravn Alaska	2.7	27.6	1.1	31.3	7.0%	8.5%	88.1%	3.4%		\$92	\$385	\$76	\$349
6	SY	Sun Country	8.9			8.9	2.0%	100.0%				\$247			\$247
7	GV	Grant Aviation		4.2		4.2	0.9%		100.0%			\$44			\$44
8	BR	Eva	3.4			3.4	0.8%	100.0%				\$819			\$819
9	LH	Lufthansa	2.7			2.7	0.6%	100.0%				\$771			\$771
10	VS	Virgin Atlantic	1.4			1.4	0.3%	100.0%				\$956			\$956
11	DE	Condor	1.3			1.3	0.3%	100.0%				\$826			\$826
12	PR	Phillipine	1.0			1.0	0.2%	100.0%				\$1,029			\$1,029
13	KL	KLM	0.8			0.8	0.2%	100.0%				\$2,535			\$2,535
14	JL	Japan Air Lines	0.8			0.8	0.2%	100.0%				\$865			\$865
15	EK	Emirates	0.7			0.7	0.2%	100.0%				\$1,546			\$1,546
15 Largest Airlines			409.4	31.8	1.1	442.4	98.8%	92.6%	7.2%	0.2%		\$389	\$340	\$76	\$384
All Other Airlines			4.9	0.5	0.0	5.4	1.2%	90.9%	9.1%	0.0%		\$817	\$45		\$747
All Airlines			414.4	32.3	1.1	447.8	100.0%	92.5%	7.2%	0.2%		\$394	\$335	\$76	\$389



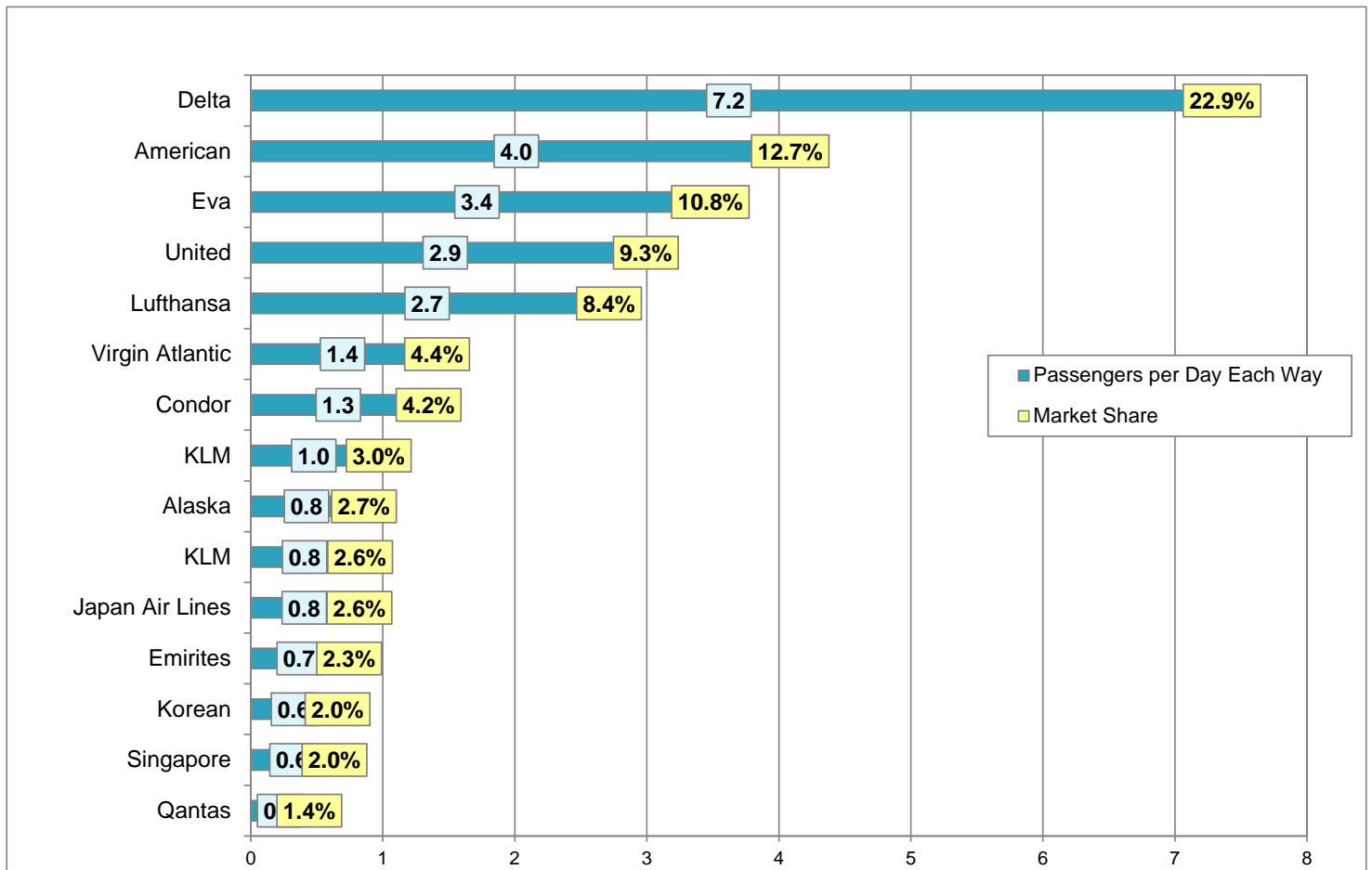
Domestic Airline Rankings by Airport

Rank	Code	Airline	Passengers per Day Each Way				Airport Share			One-Way Fare			0
			ANC	ENA	HOM	Total	ANC	ENA	HOM	ANC	ENA	HOM	
1	AS	Alaska	127.2			127.2	100.0%			\$306			\$306
2	DL	Delta	125.8			125.8	100.0%			\$342			\$342
3	UA	United	60.8			60.8	100.0%			\$431			\$431
4	AA	American	56.8			56.8	100.0%			\$447			\$447
5	7H	Ravn Alaska	2.7	27.4	1.1	31.1	8.5%	88.0%	3.4%	\$92	\$381	\$76	\$346
6	SY	Sun Country	8.9			8.9	100.0%			\$247			\$247
7	GV	Grant Aviation		4.2		4.2		100.0%			\$44		\$44
8	VC	Via Air	0.6			0.6	100.0%			\$125			\$125
9	JRQ	Kenai Aviation		0.5		0.5		100.0%			\$45		\$45
10													
11													
12													
13													
14													
15													
		15 Largest Airlines	382.9	32.1	1.1	416.1	92.0%	7.7%	0.3%	\$356	\$332	\$76	\$353
		All Other Airlines											
		All Airlines	382.9	32.1	1.1	416.1	92.0%	7.7%	0.3%	\$356	\$331	\$76	\$353

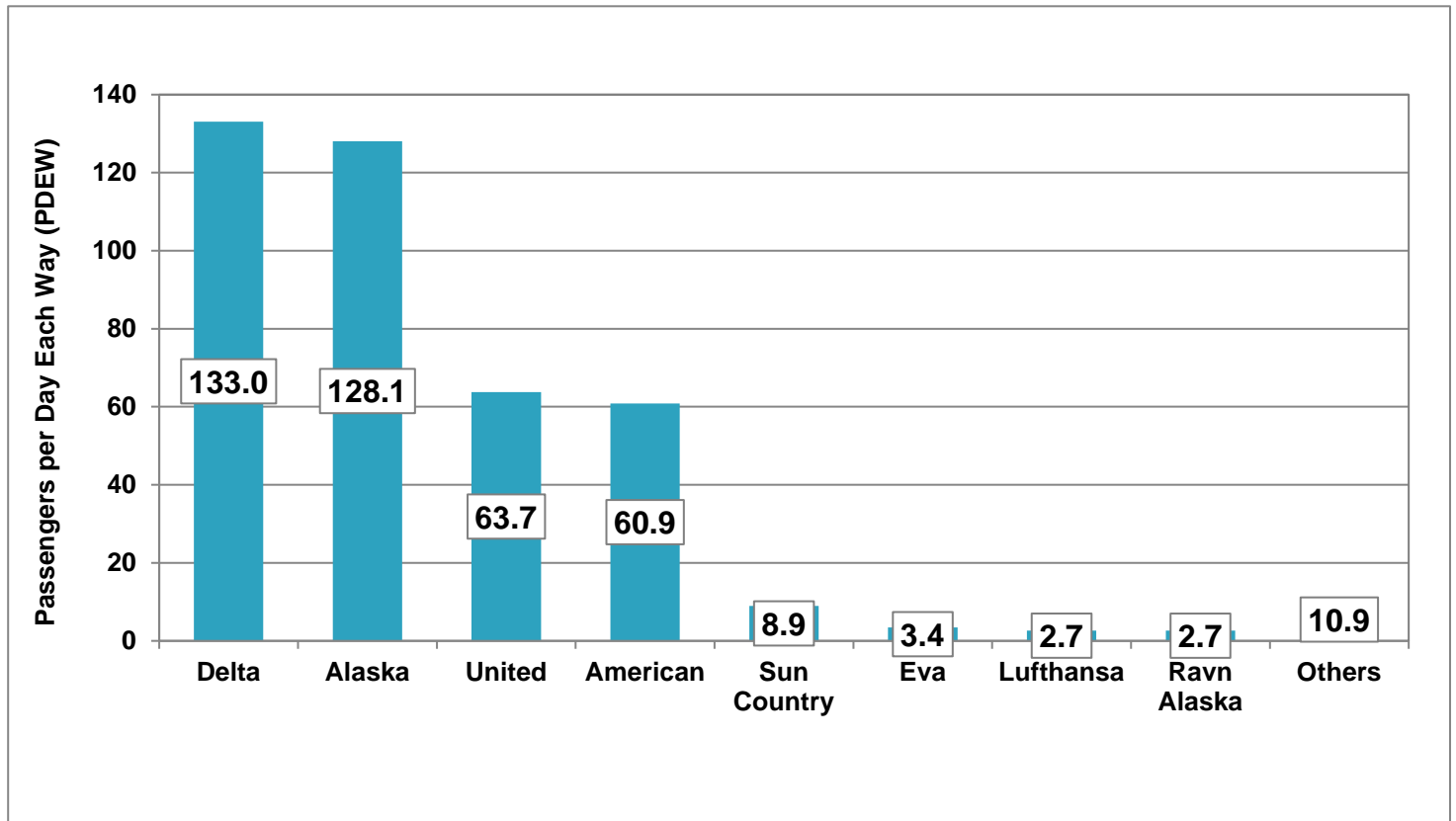
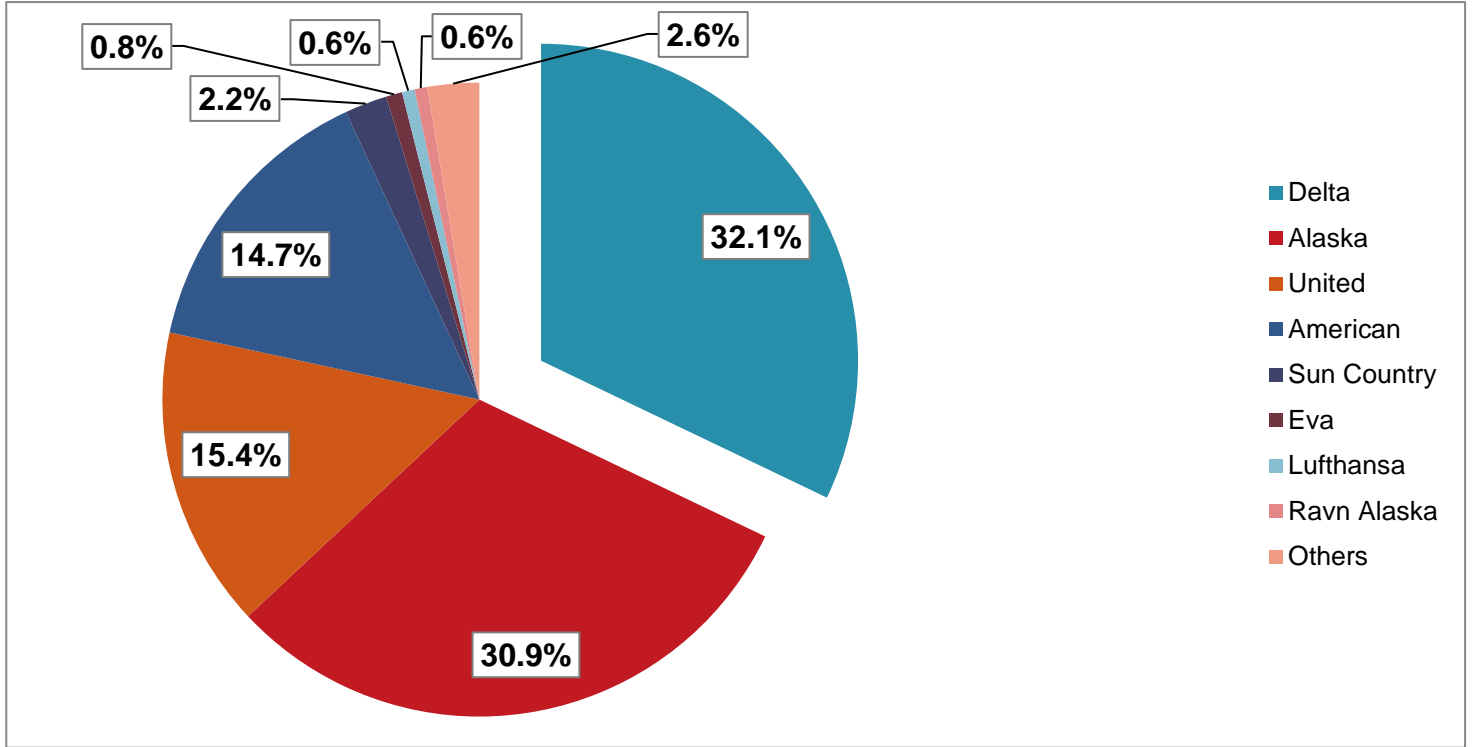


International Airline Rankings by Airport

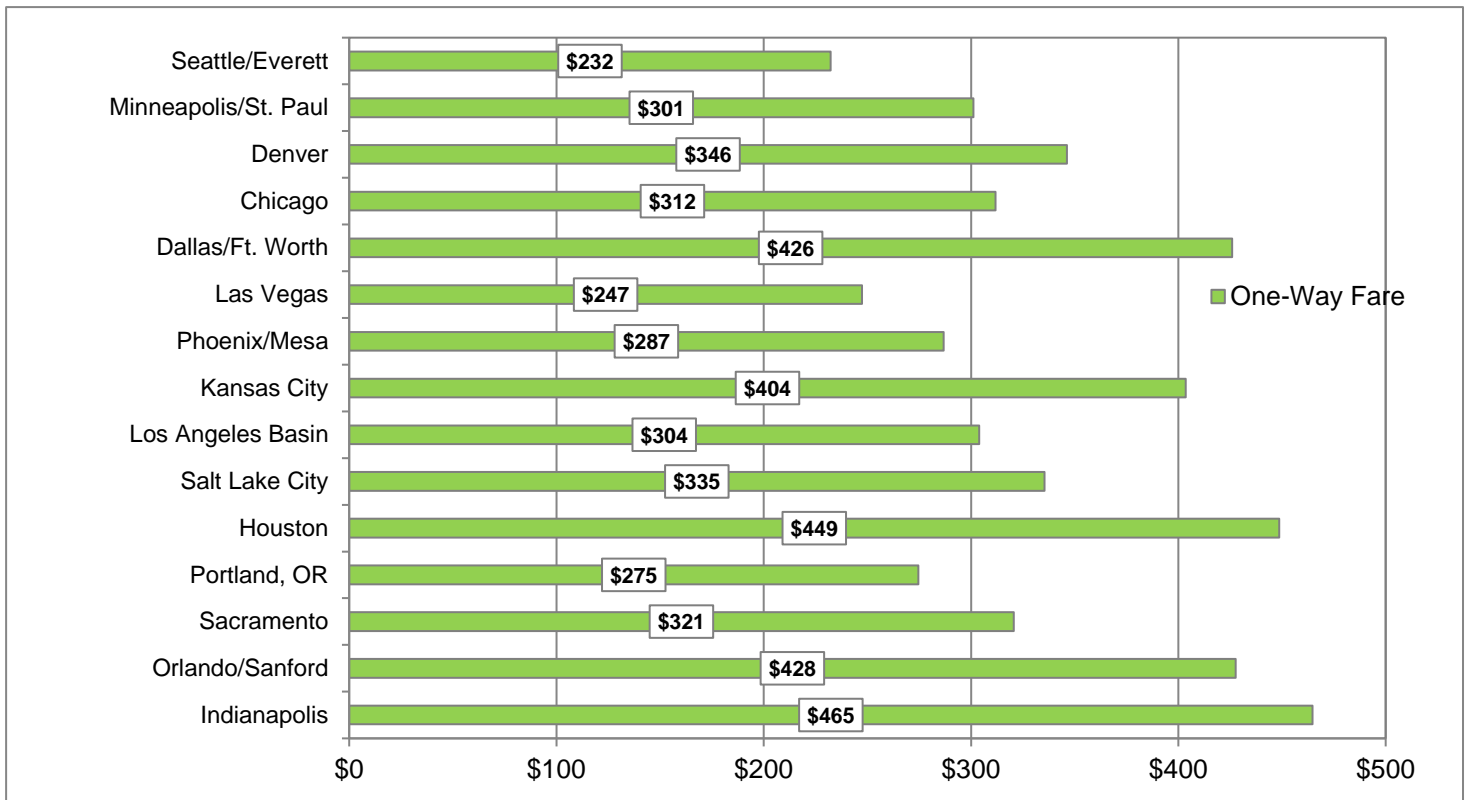
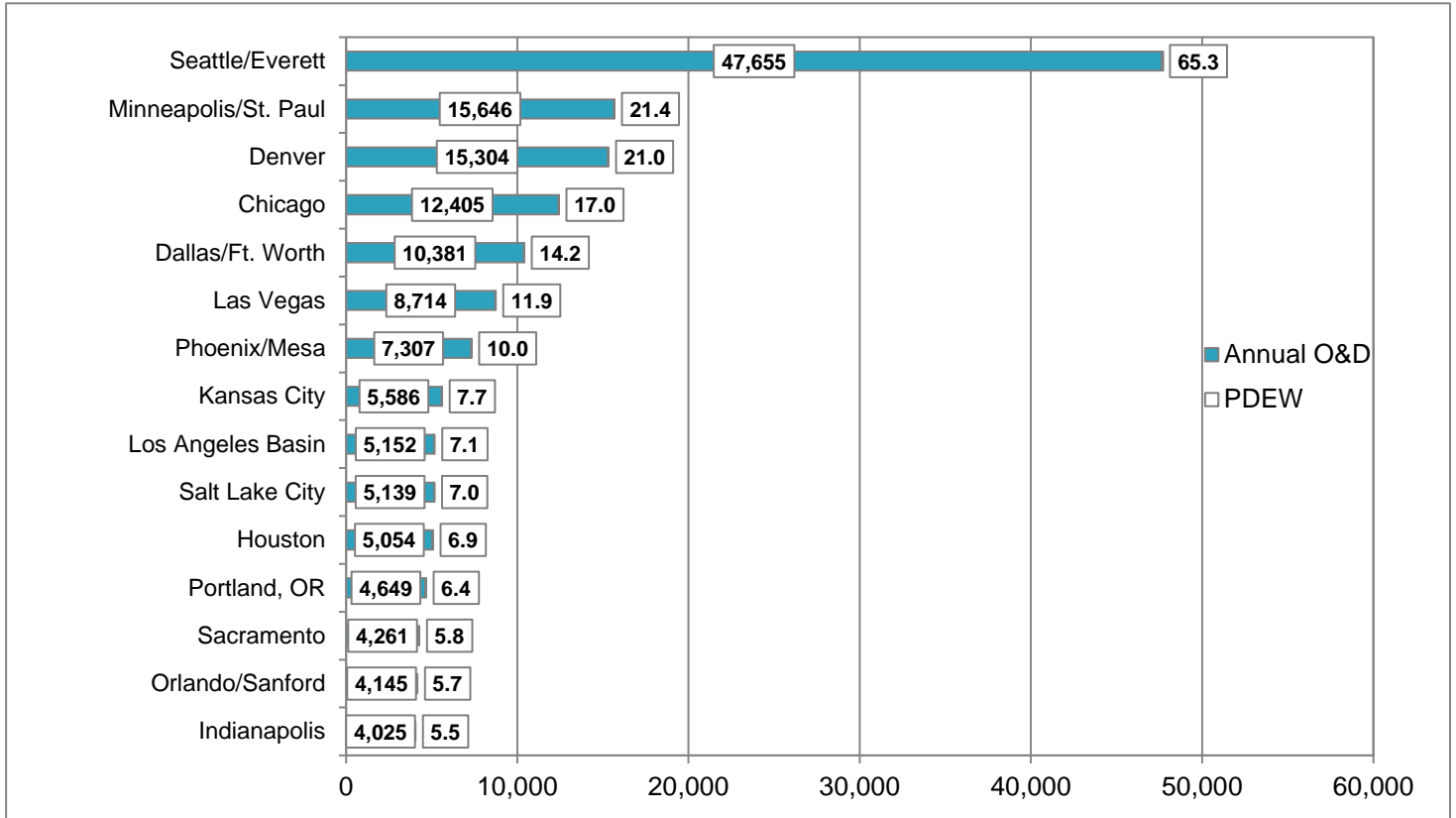
Rank	Code	Airline	Passengers per Day Each Way			Airport Share		One-Way Fare		
			ANC	ENA	Total	ANC	ENA	ANC	ENA	Total
1	DL	Delta	7.2		7.2	100.0%		\$841		\$841
2	AA	American	4.0		4.0	100.0%		\$560		\$560
3	BR	Eva	3.4		3.4	100.0%		\$819		\$819
4	UA	United	2.9		2.9	100.0%		\$775		\$775
5	LH	Lufthansa	2.7		2.7	100.0%		\$771		\$771
6	VS	Virgin Atlantic	1.4		1.4	100.0%		\$956		\$956
7	DE	Condor	1.3		1.3	100.0%		\$826		\$826
8	PR	Phillipine	1.0		1.0	100.0%		\$1,029		\$1,029
9	AS	Alaska	0.8		0.8	100.0%		\$409		\$409
10	KL	KLM	0.8		0.8	100.0%		\$2,535		\$2,535
11	JL	Japan Air Lines	0.8		0.8	100.0%		\$865		\$865
12	EK	Emirates	0.7		0.7	100.0%		\$1,546		\$1,546
13	KE	Korean	0.6		0.6	100.0%		\$774		\$774
14	SQ	Singapore	0.6		0.6	100.0%		\$837		\$837
15	QF	Qantas	0.4		0.4	100.0%		\$2,092		\$2,092
15 Largest Airlines			28.9	0.0	28.9	100.0%	0.0%	\$868		\$868
All Other Airlines			2.6	0.2	2.8	91.8%	8.2%	\$782	\$858	\$788
All Airlines			31.4	0.2	31.7	99.3%	0.7%	\$861	\$858	\$861



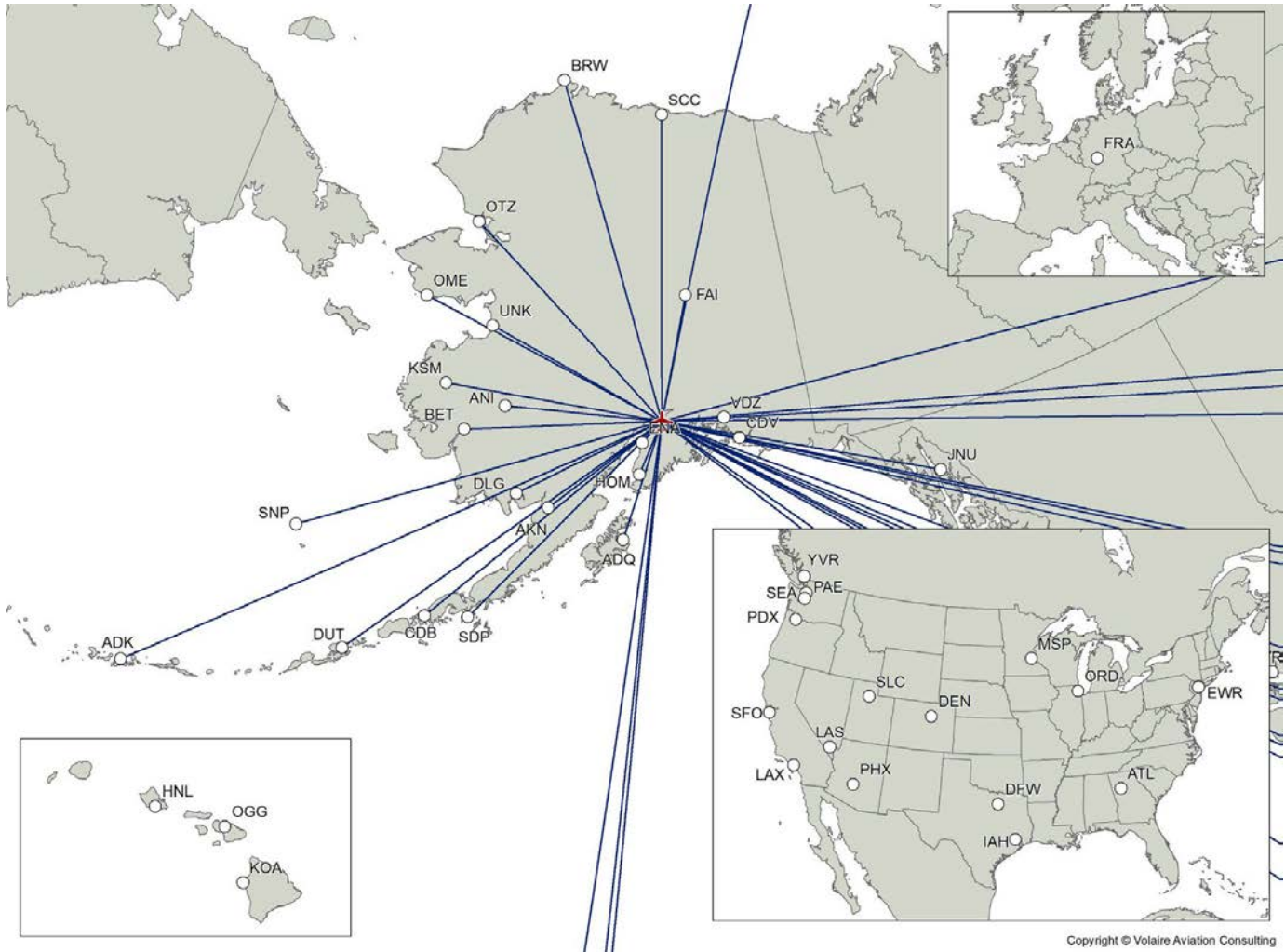
Distribution of Traffic among Airlines - Anchorage International Airport



15 Largest O&D Markets and Average Fares - Anchorage International Airport



Nonstop Routes Flown - Anchorage International Airport



Airlines operated 42 nonstop routes from Anchorage in YE 3Q 2023

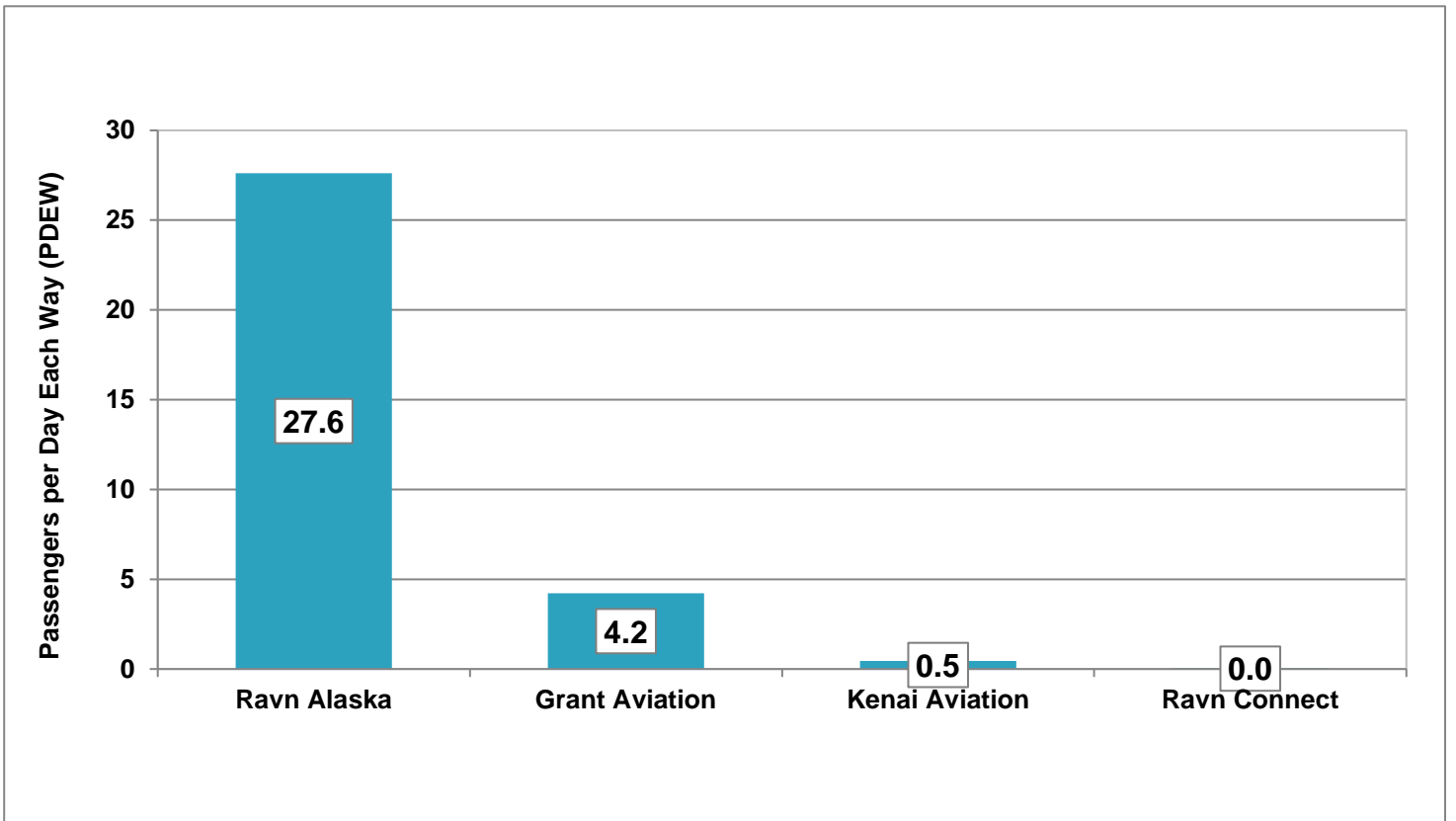
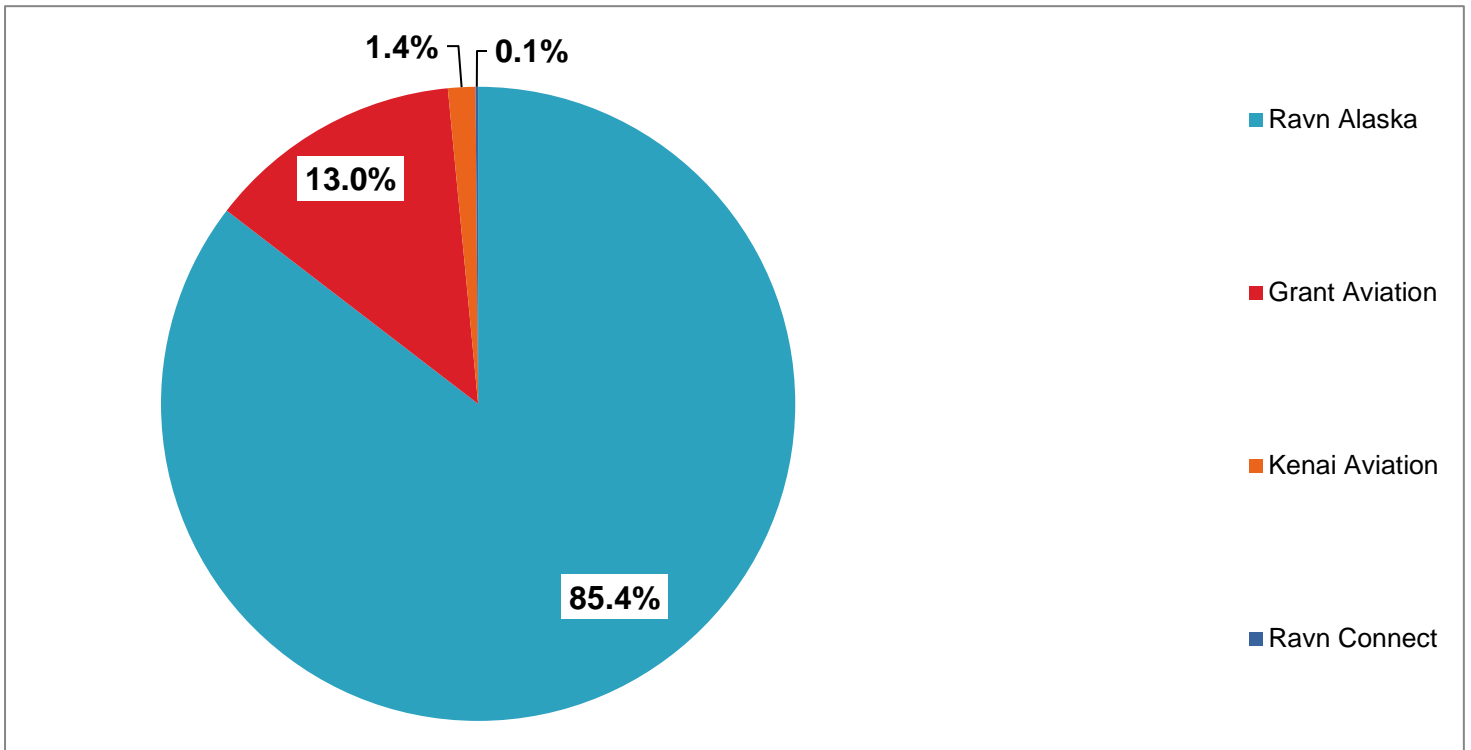
Market Size Rankings and Airline Detail (Mkts 1-50) - Anchorage International Airport

Rank	Metro Area	Delta		Alaska		United		American		Sun Country		All Carriers	
		PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare
1	Seattle/Everett	32.5	\$223	32.8	\$241							65.3	\$232
2	Minneapolis/St. Paul	8.2	\$389	4.1	\$283	1.4	\$208			7.8	\$235	21.4	\$301
3	Denver	5.2	\$282	3.7	\$333	12.0	\$378			0.0	\$271	21.0	\$346
4	Chicago	0.6	\$305	13.6	\$300	2.8	\$369					17.0	\$312
5	Dallas/Ft. Worth	1.6	\$366	3.8	\$377	0.9	\$382	7.8	\$467	0.0	\$305	14.2	\$426
6	Las Vegas	7.5	\$224	3.7	\$289	0.6	\$208	0.2	\$454	0.0	\$303	11.9	\$247
7	Phoenix/Mesa	5.4	\$283	4.7	\$291							10.0	\$287
8	Kansas City	2.9	\$416	1.0	\$369	1.9	\$439	1.9	\$366			7.7	\$404
9	Los Angeles Basin	3.8	\$293	3.0	\$314	0.3	\$340			0.0	\$294	7.1	\$304
10	Salt Lake City	4.7	\$352	1.0	\$302	1.3	\$303					7.0	\$335
11	Houston	1.3	\$398	1.0	\$409	2.6	\$531	2.0	\$392	0.0	\$312	6.9	\$449
12	Portland, OR	1.7	\$259	4.3	\$276			0.3	\$348			6.4	\$275
13	Sacramento	2.3	\$290	1.8	\$321	1.8	\$360					5.8	\$321
14	Orlando/Sanford	2.4	\$451	1.7	\$392	1.3	\$441	0.2	\$417	0.1	\$311	5.7	\$428
15	Indianapolis	1.0	\$495	2.6	\$400	1.9	\$537			0.0	\$240	5.5	\$465
16	South Florida	0.5	\$554	0.7	\$407	1.0	\$611	3.4	\$547			5.5	\$542
17	Tulsa			0.3	\$388	1.9	\$461	2.6	\$450			4.9	\$450
18	Philadelphia/Trenton	1.0	\$465	1.6	\$446	1.9	\$486			0.1	\$371	4.6	\$465
19	Honolulu			4.5	\$313							4.5	\$313
20	San Antonio	0.3	\$441	0.5	\$384	2.3	\$475	1.0	\$471			4.0	\$461
21	Fairbanks			4.0	\$137							4.0	\$137
22	Boise	3.6	\$279	0.3	\$327							3.9	\$283
23	Charlotte/Concord	2.2	\$458			0.4	\$469	1.1	\$526	0.0	\$356	3.7	\$478
24	Memphis	0.7	\$546	1.7	\$394			1.0	\$456			3.4	\$443
25	New York/Newark	0.3	\$477	2.3	\$415	0.7	\$549			0.1	\$290	3.3	\$447
26	Fargo	2.5	\$405			0.7	\$404					3.2	\$405
27	Rapid City	2.4	\$442			0.4	\$460	0.4	\$428			3.2	\$442
28	Des Moines	0.4	\$440			0.4	\$429	2.3	\$362			3.1	\$380
29	Spokane	1.1	\$290	2.0	\$332							3.1	\$317
30	Omaha			0.3	\$397	2.6	\$401			0.0	\$287	3.0	\$400
31	St. Louis/Belleville	2.1	\$429	0.6	\$396			0.3	\$441			3.0	\$424
32	Pittsburgh	0.3	\$500			1.2	\$430	1.2	\$458	0.1	\$260	2.9	\$445
33	Boston	1.7	\$462	0.6	\$435	0.6	\$519			0.1	\$316	2.9	\$464
34	Washington/Baltimore	1.2	\$488	0.8	\$456	0.7	\$479			0.1	\$333	2.7	\$472
35	Ft. Myers/Punta Gorda	0.8	\$533	1.6	\$410	0.3	\$478			0.0	\$570	2.7	\$455
36	Bangkok	1.3	\$846			0.3	\$890					2.7	\$810
37	San Francisco Bay Area	0.3	\$253	2.4	\$304							2.6	\$299
38	Sioux Falls	1.5	\$425			0.4	\$410	0.8	\$383			2.6	\$411
39	Spingfield, MO					0.3	\$473	2.3	\$477			2.6	\$476
40	Richmond					1.1	\$477	1.4	\$452	0.1	\$299	2.6	\$459
41	Manila	0.9	\$903									2.4	\$866
42	Reno	1.6	\$299	0.5	\$352	0.3	\$627					2.4	\$347
43	Cleveland	1.6	\$461	0.3	\$391			0.3	\$367			2.3	\$438
44	Chattanooga					0.9	\$529	1.3	\$499			2.2	\$511
45	Little Rock			0.6	\$401			1.6	\$480			2.2	\$458
46	Aguascalientes					0.7	\$434	1.4	\$566			2.1	\$522
47	Buffalo	0.3	\$501	0.3	\$464			1.4	\$377	0.0	\$288	2.1	\$410
48	Billings					2.0	\$407					2.0	\$407
49	Tampa/St. Petersburg	0.3	\$487					1.8	\$456			2.0	\$460
50	Maui			2.0	\$306							2.0	\$306
	Markets 1-50	109.6	\$327	110.7	\$299	49.8	\$426	38.1	\$456	8.6	\$242	319.3	\$350
	Other Markets	23.4	\$564	17.4	\$360	13.9	\$521	22.8	\$452	0.4	\$350	95.1	\$542
	All Markets	133.0	\$369	128.1	\$307	63.7	\$447	60.9	\$455	8.9	\$247	414.4	\$394

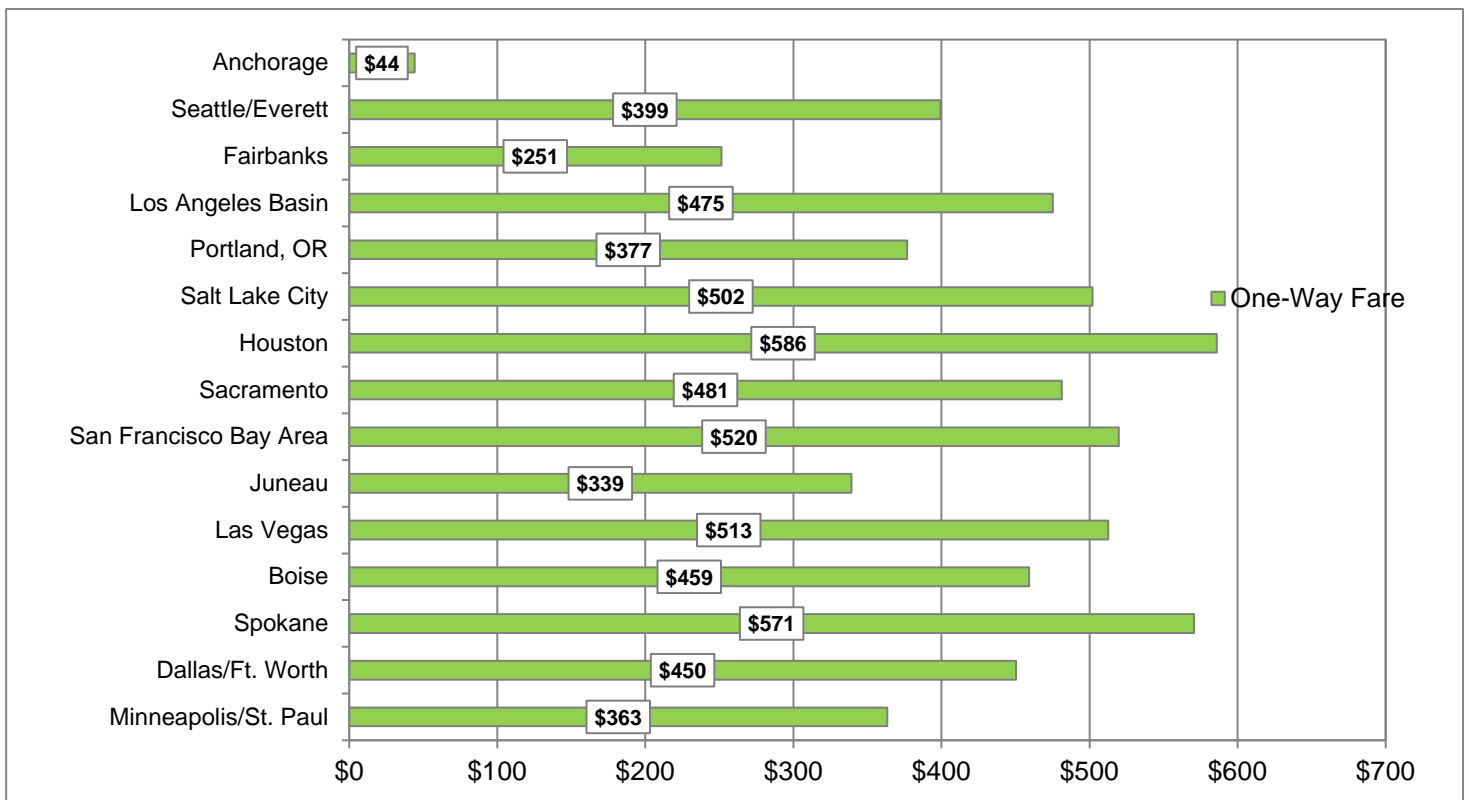
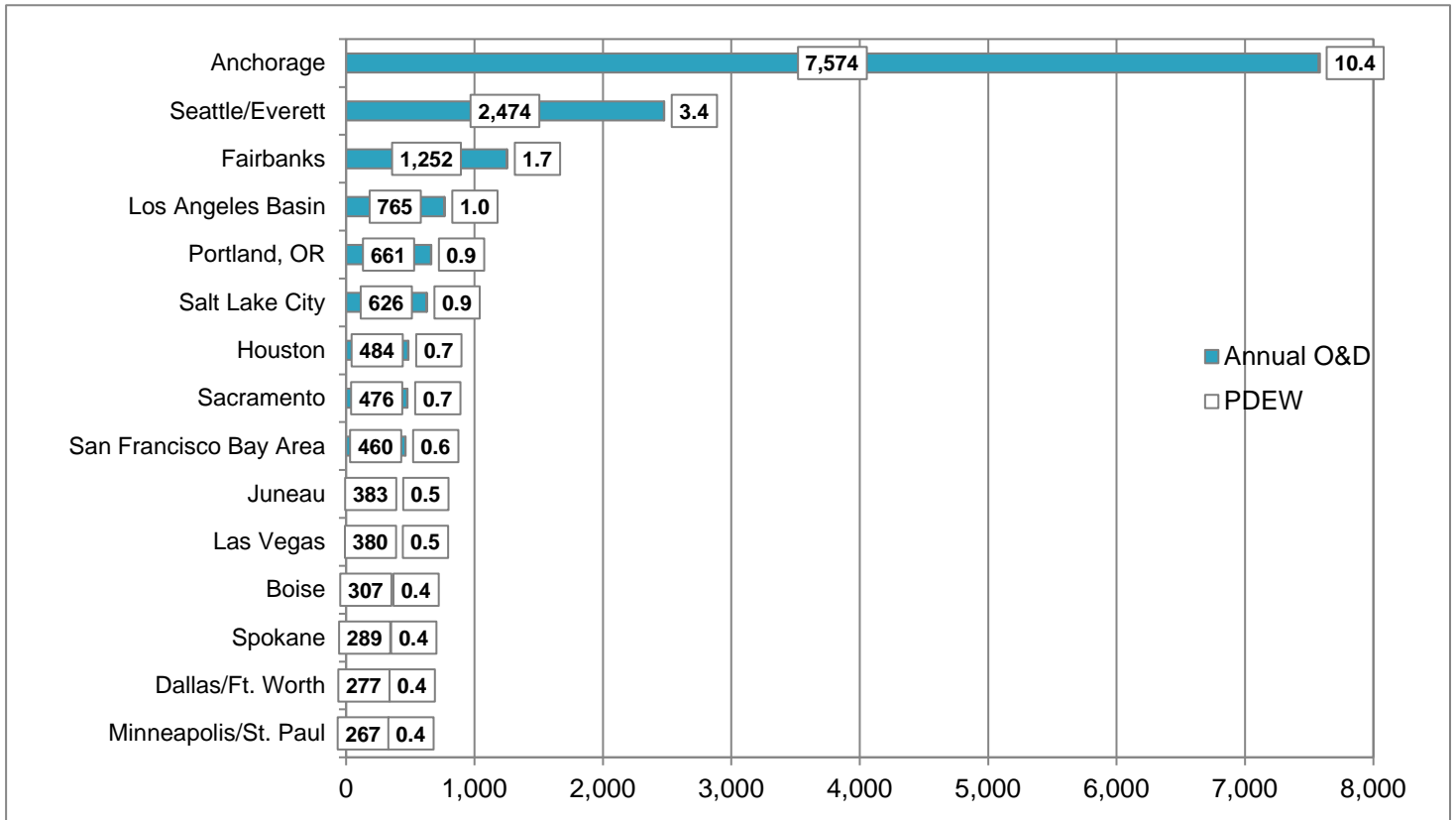
Market Size Rankings and Airline Detail (Mkts 51-100) - Anchorage International Airport

Rank	Metro Area	Delta		Alaska		United		American		Sun Country		All Carriers	
		PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare
51	Frankfurt											1.8	\$683
52	Wichita	0.9	\$429	0.9	\$385							1.7	\$407
53	Gulfport	0.6	\$558					1.2	\$327			1.7	\$404
54	Cebu											1.7	\$850
55	Grand Junction			1.0	\$382	0.7	\$411					1.7	\$393
56	Burlington					0.7	\$505	0.7	\$504	0.2	\$368	1.7	\$490
57	Atlanta					1.6	\$361					1.6	\$361
58	Jacksonville			0.3	\$388			1.3	\$434	0.0	\$513	1.6	\$426
59	San Juan	0.6	\$684					1.0	\$585			1.6	\$622
60	Tri-Cities	0.8	\$574					0.8	\$430			1.6	\$502
61	Dublin	1.1	\$1,097									1.6	\$943
62	Appleton	1.0	\$488					0.5	\$371			1.6	\$449
63	New Orleans	0.5	\$489	0.7	\$428	0.2	\$511			0.0	\$376	1.5	\$462
64	Birmingham							1.5	\$444			1.5	\$444
65	Duluth	1.5	\$410									1.5	\$410
66	London											1.4	\$956
67	Nashville	0.5	\$430			0.8	\$447			0.0	\$320	1.4	\$440
68	Homer											1.3	\$76
69	Detroit	0.7	\$482	0.3	\$377			0.3	\$406	0.0	\$311	1.3	\$436
70	Knoxville			0.3	\$418			1.0	\$406			1.3	\$409
71	Northwest Arkansas			0.3	\$334			0.9	\$393			1.3	\$378
72	San Diego	0.7	\$286	0.5	\$341							1.2	\$308
73	Louisville					0.6	\$468	0.6	\$419	0.0	\$264	1.2	\$441
74	Grand Rapids	0.4	\$481	0.4	\$364	0.4	\$441					1.2	\$428
75	Harrisburg					1.2	\$524					1.2	\$524
76	Ho Chi Minh City											1.2	\$811
77	Greenville/Spartanburg			0.4	\$435			0.7	\$427			1.1	\$430
78	Albuquerque	0.5	\$424					0.5	\$459			1.1	\$442
79	Kodiak			1.1	\$173							1.1	\$173
80	Cancun	0.4	\$400					0.6	\$376			1.0	\$386
81	Gainesville	1.0	\$606									1.0	\$606
82	Green Bay	1.0	\$489									1.0	\$489
83	Norfolk/Newport News	0.3	\$516					0.6	\$465			1.0	\$482
84	Kona	0.3	\$331	0.6	\$297							0.9	\$308
85	Raleigh/Durham	0.3	\$425	0.6	\$414					0.0	\$340	0.9	\$417
86	Lansing	0.9	\$569									0.9	\$569
87	Augusta							0.9	\$439			0.9	\$439
88	Columbus, OH			0.6	\$396	0.3	\$450					0.9	\$414
89	Windhoek											0.9	\$1,222
90	Corpus Christi			0.3	\$344			0.6	\$427			0.8	\$399
91	Hartford	0.8	\$576							0.0	\$391	0.8	\$570
92	Portland, ME					0.7	\$523			0.1	\$330	0.8	\$498
93	Stavanger											0.8	\$2,535
94	Tel Aviv					0.5	\$1,065					0.8	\$1,085
95	Charleston, SC			0.3	\$389			0.5	\$443	0.0	\$304	0.8	\$423
96	Madison	0.4	\$359			0.4	\$368					0.8	\$364
97	Bethel			0.8	\$170							0.8	\$170
98	Dubai											0.7	\$1,546
99	Traverse City			0.4	\$406	0.4	\$444			0.0	\$203	0.7	\$421
100	Toronto	0.5	\$389	0.2	\$447							0.7	\$409
	Markets 51-100	15.8	\$525	10.0	\$345	8.6	\$487	14.3	\$432	0.4	\$351	59.6	\$539
	Other Markets	7.7	\$642	7.4	\$379	5.3	\$575	8.5	\$485	0.0	\$315	35.5	\$548
	All Markets	133.0	\$369	128.1	\$307	63.7	\$447	60.9	\$455	8.9	\$247	414.4	\$394

Distribution of Traffic among Airlines - Kenai Municipal Airport



15 Largest O&D Markets and Average Fares - Kenai Municipal Airport



Nonstop Routes Flown - Kenai Municipal Airport

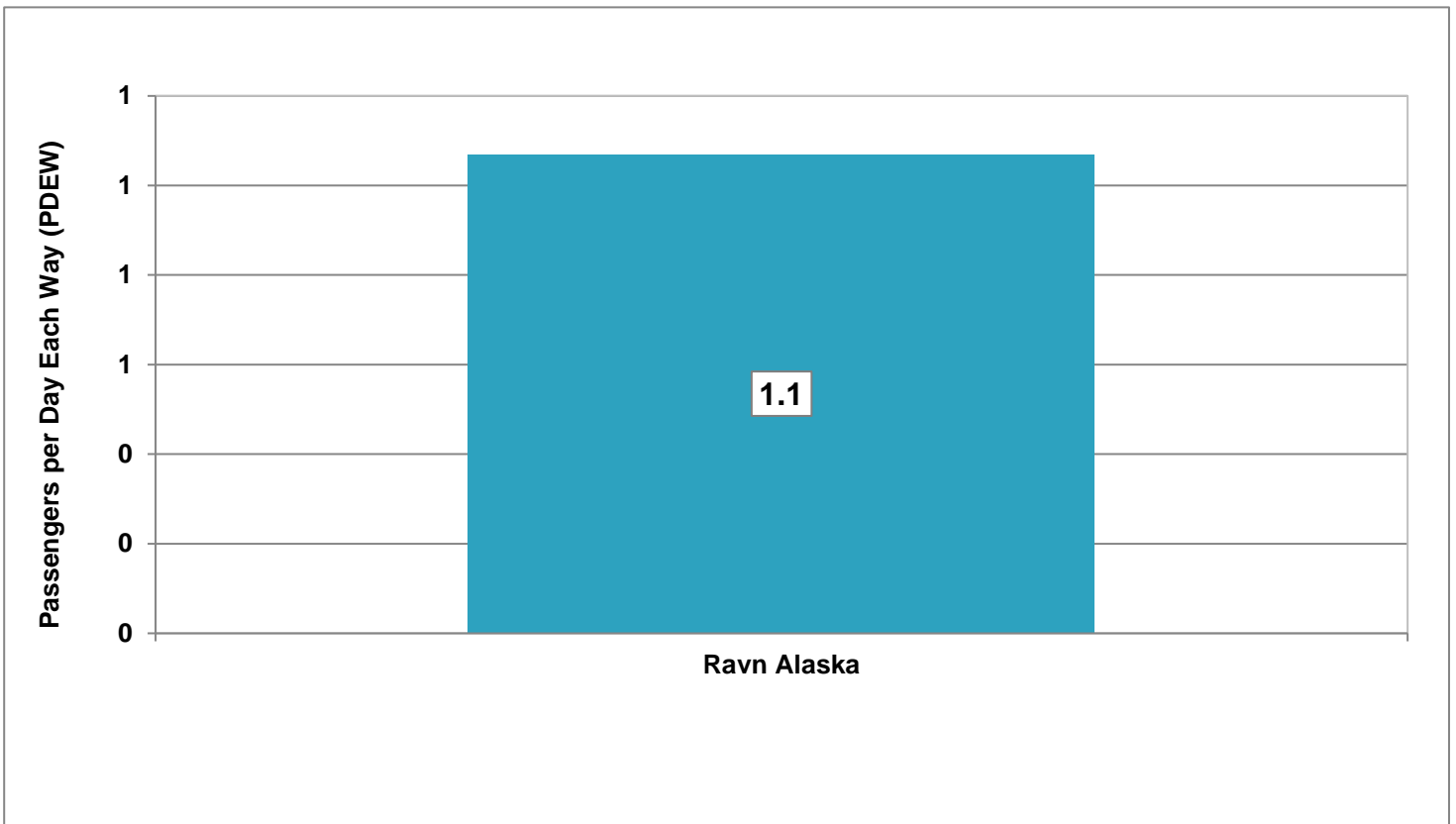
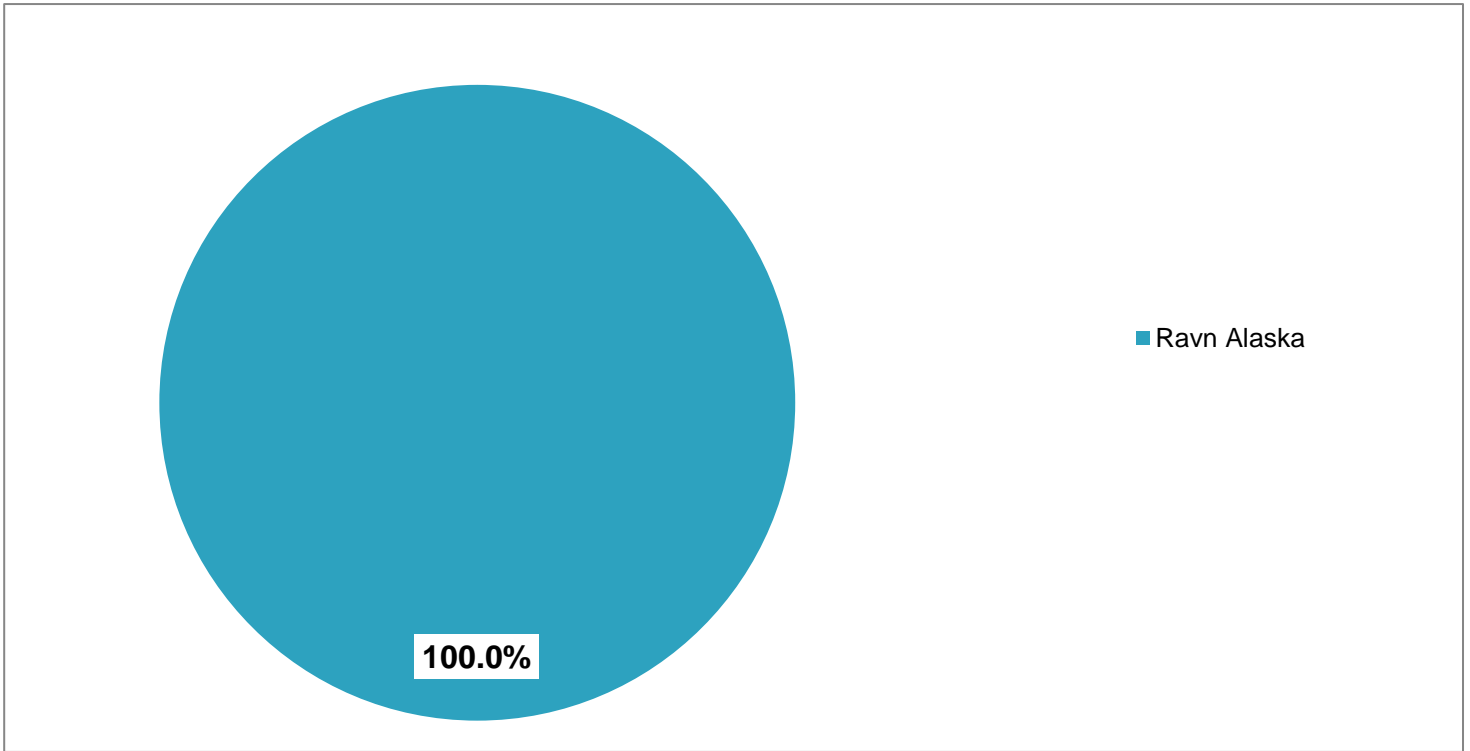


Airlines operated nonstop service from Kenai to Anchorage in YE 3Q 2023

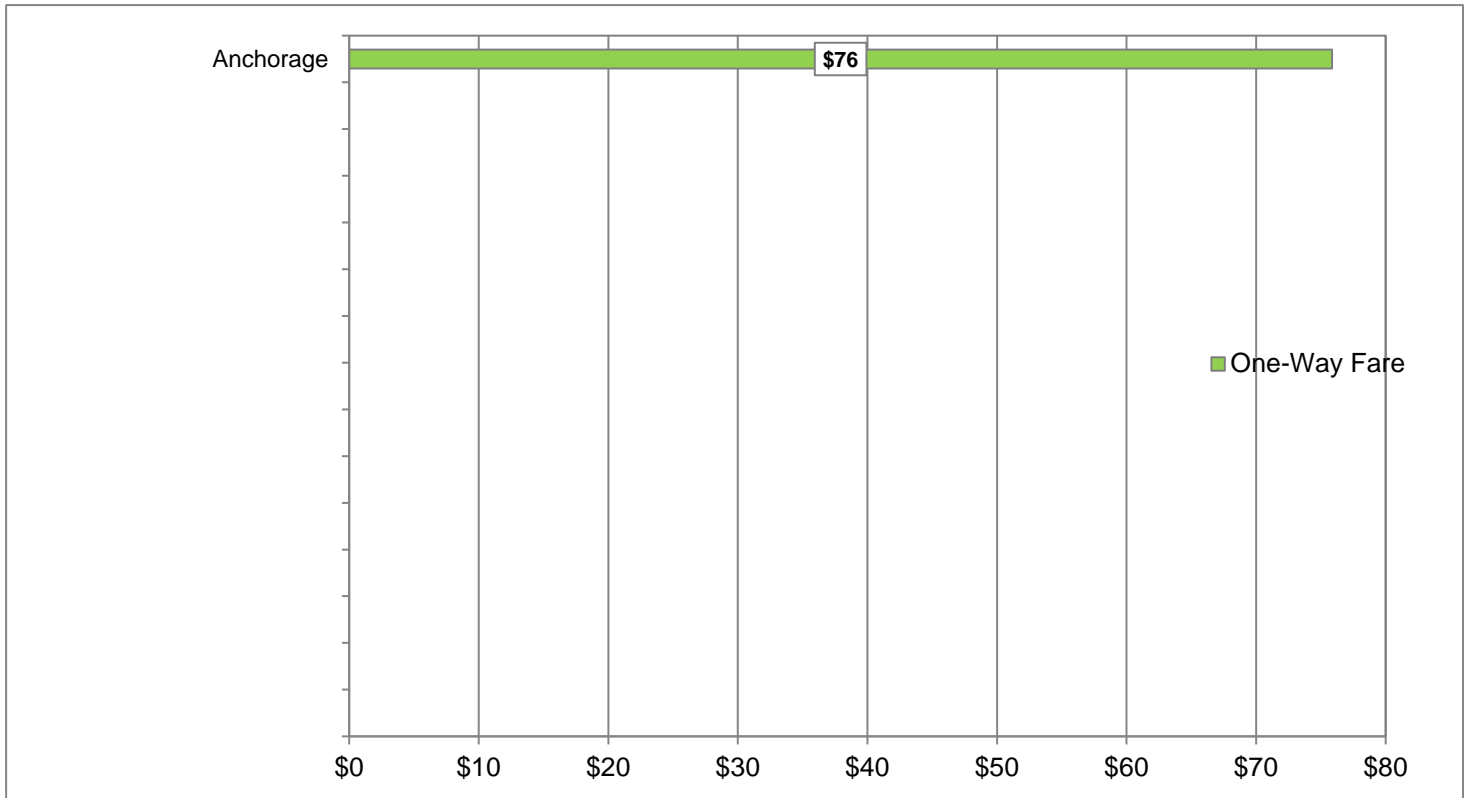
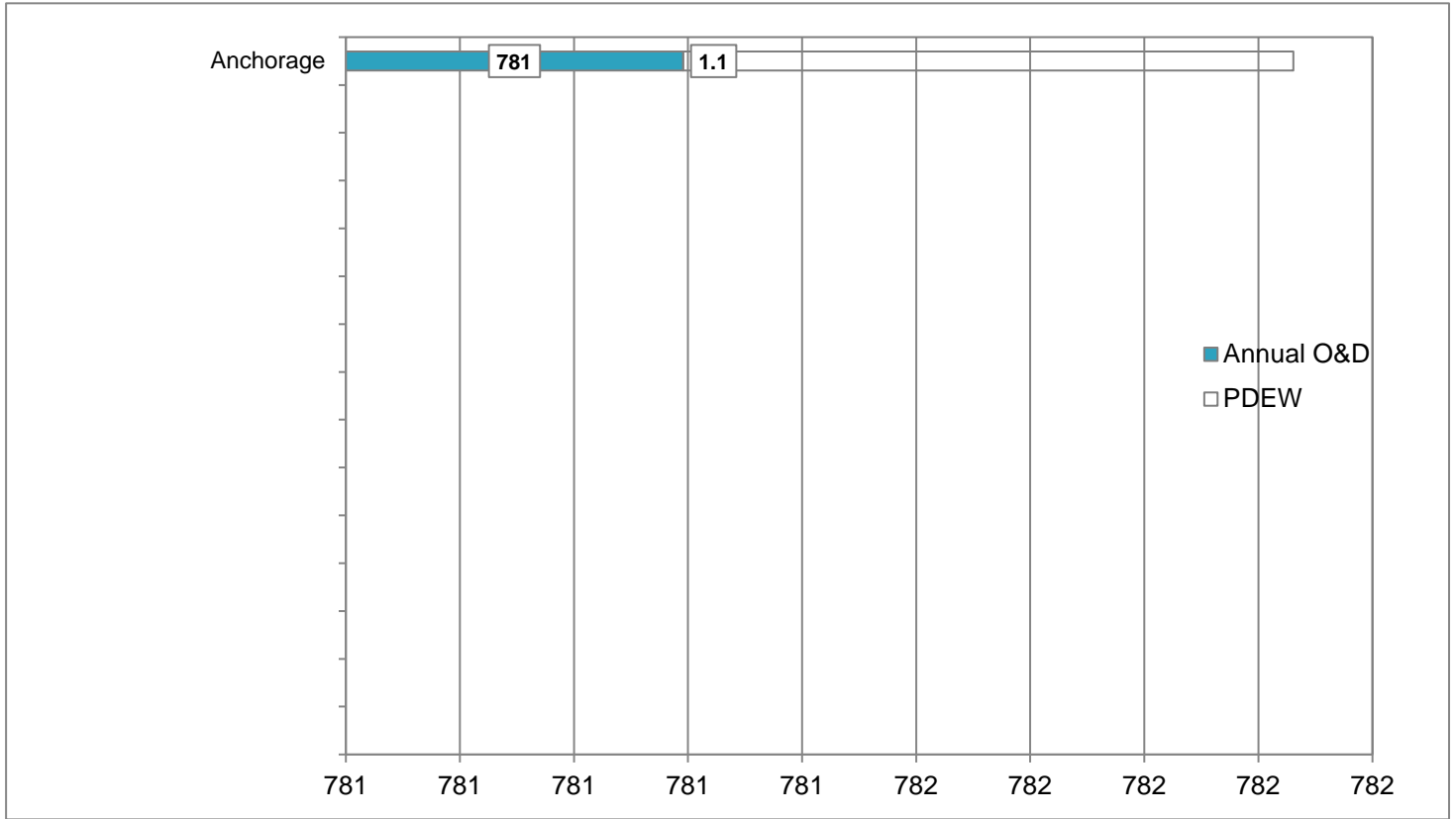
Market Size Rankings and Airline Detail - Kenai Municipal Airport

Rank	Metro Area	Ravn Alaska		Grant Aviation		Kenai Aviation		Ravn Connect		All Carriers	
		PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare
1	Anchorage	5.7	\$44	4.2	\$44	0.4	\$44	0.0	\$44	10.4	\$44
2	Seattle/Everett	3.4	\$399							3.4	\$399
3	Fairbanks	1.7	\$251							1.7	\$251
4	Los Angeles Basin	1.0	\$475							1.0	\$475
5	Portland, OR	0.9	\$377							0.9	\$377
6	Salt Lake City	0.9	\$502							0.9	\$502
7	Houston	0.7	\$586							0.7	\$586
8	Sacramento	0.7	\$481							0.7	\$481
9	San Francisco Bay Area	0.6	\$520							0.6	\$520
10	Juneau	0.5	\$339							0.5	\$339
11	Las Vegas	0.5	\$513							0.5	\$513
12	Boise	0.4	\$459							0.4	\$459
13	Spokane	0.4	\$571							0.4	\$571
14	Dallas/Ft. Worth	0.4	\$450							0.4	\$450
15	Minneapolis/St. Paul	0.4	\$363							0.4	\$363
16	Deadhorse	0.3	\$471							0.3	\$471
17	Pasco	0.3	\$472							0.3	\$472
18	Honolulu	0.3	\$545							0.3	\$545
19	Medford	0.3	\$514							0.3	\$514
20	Denver	0.3	\$466							0.3	\$466
21	Atlanta	0.3	\$520							0.3	\$520
22	Detroit	0.2	\$530							0.2	\$530
23	Kansas City	0.2	\$517							0.2	\$517
24	Austin	0.2	\$550							0.2	\$550
25	Eugene	0.2	\$645							0.2	\$645
26	San Diego	0.2	\$648							0.2	\$648
27	Kodiak	0.2	\$351							0.2	\$351
28	Minot	0.2	\$472							0.2	\$472
29	Bozeman	0.2	\$461							0.2	\$461
30	Missoula	0.2	\$435							0.2	\$435
31	King Salmon	0.2	\$367							0.2	\$367
32	Phoenix/Mesa	0.2	\$702							0.2	\$702
33	San Antonio	0.2	\$389							0.2	\$389
34	Bethel	0.2	\$280							0.2	\$280
35	New York/Newark	0.2	\$732							0.2	\$732
36	Chicago	0.2	\$300							0.2	\$300
37	Ketchikan	0.2	\$418							0.2	\$418
38	Washington/Baltimore	0.2	\$409							0.2	\$409
39	New Orleans	0.2	\$650							0.2	\$650
40	Redmond	0.2	\$566							0.2	\$566
41	South Florida	0.1	\$566							0.1	\$566
42	Calgary	0.1	\$825							0.1	\$825
43	San Luis Obispo	0.1	\$494							0.1	\$494
44	St. Louis/Belleville	0.1	\$448							0.1	\$448
45	Nashville	0.1	\$467							0.1	\$467
46	Palm Springs	0.1	\$573							0.1	\$573
47	Tulsa	0.1	\$462							0.1	\$462
48	Tampa/St. Petersburg	0.1	\$610							0.1	\$610
49	Indianapolis	0.1	\$523							0.1	\$523
50	Fresno	0.1	\$538							0.1	\$538
	50 Largest Markets	24.9	\$358	4.2	\$44	0.4	\$44	0.0	\$44	29.5	\$309
	Other Markets	2.8	\$621	0.0	\$119	0.0	\$48			2.8	\$613
	All Markets	27.6	\$385	4.2	\$44	0.5	\$45	0.0	\$44	32.3	\$335

Distribution of Traffic among Airlines - Homer Airport



15 Largest O&D Markets and Average Fares - Homer Airport



Nonstop Routes Flown - Homer Airport



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Airlines operated nonstop service from Homer to Anchorage in YE 3Q 2023

Market Size Rankings and Airline Detail - Homer Airport

Rank	Metro Area	Ravn Alaska								All Carriers			
		PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare	PDEW	Fare		
1	Anchorage	1.1	\$76									1.1	\$76
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
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41													
42													
43													
44													
45													
46													
47													
48													
49													
50													
	50 Largest Markets	1.1	\$76									1.1	\$76
	Other Markets												
	All Markets	1.1	\$76									1.1	\$76





Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3421-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATION IN THE KENAI CITY AIRPORT SNOW REMOVAL EQUIPMENT, VISITOR CENTER, AND PUBLIC SAFETY CAPITAL PROJECT FUNDS TO TRANSFER RESIDUAL BALANCE FROM COMPLETED PROJECTS BACK TO THEIR ORIGINAL FUNDING SOURCES.

WHEREAS, \$336.64 remains in Airport Snow Removal Equipment Capital Project Funds from completed capital projects for a snow removal attachment and gate installation; and,

WHEREAS, transfer of the residual \$336.64 to the Airport Fund, the fund from which the funds originated will allow future appropriation of the funds for operations or future capital projects and is in the best interest of the city; and,

WHEREAS, \$1,191.66 remains in Visitor Center Capital Project Funds from completed capital project for roof replacement at the Visitor Center; and,

WHEREAS, transfer of the residual \$1,191.66 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 is in the best interest of the city; and,

WHEREAS, \$11,966.90 remains in Visitor Center Capital Project Funds from completed capital project for the HVAC Control upgrade at the Visitor Center; and,

WHEREAS, transfer of the residual \$11,966.90 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 is in the best interest of the city; and,

WHEREAS, \$2,843.10 remains in Public Safety Capital Project Funds from completed capital project for flooring replacement at the Fire Department; and,

WHEREAS, transfer of the residual \$2,843.10 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 is in the best interest of the city; and,

WHEREAS, \$9,367.71 remains in Public Safety Capital Project Funds from completed capital project for the apparatus bay painting at the Fire Department; and,

WHEREAS, transfer of the residual \$9,367.71 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 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:

Airport Improvement Capital Project Fund:

Increase Estimated Revenues-
Appropriation of Fund Balance \$336.64

Increase Appropriations –
Transfer to Airport Fund \$336.64

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

Visitor Center Improvement Capital Project Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$13,158.56

Increase Appropriations –
Transfer to General Fund \$13,158.56

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

Public Safety Capital Project Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$12,210.81

Increase Appropriations –
Transfer to General Fund \$12,210.81

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 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: June 5, 2024
Enacted: June 19, 2024
Effective: June 19, 2024



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 25, 2024

SUBJECT: **Ordinance 3421-2024 Residual Capital Project Balance Transfer**

The purpose of this memo is to recommend the enactment of Ordinance 3421-2024 that will transfer remaining balances from completed projects back to their original funding source. These transfers will allow the residual funds to be appropriated for operations or new capital projects in the future.

In total \$25,369.37 will be returned to the General Fund from these completed capital projects:

1. Public Safety Capital Project – Apparatus bay painting at the Fire Department, \$9,367.71
2. Public Safety Capital Project – Flooring replacement at the Fire Department, \$2,843.10
3. Visitor Center Capital Project – HVAC control upgrade, \$11,966.90
4. Visitor Center Capital Project – Roof replacement, \$1,191.66

\$336.64 will be returned to the Airport Fund from this completed project:

1. Airport Snow Removal Equipment Capital Project – Snow removal attachment and gate installation, \$336.64

With the enactment of Ordinance 3421-2024, these funds will be returned to their original funding source, where they will reside in fund balance until the passage of future ordinances appropriating the funds for operations or other capital projects. No authorization to spend is created by this appropriation, rather only the authority to transfer between funds is being provided.

Your support for the enactment of Ordinance 3421-2024 is respectfully requested.



**CITY OF KENAI
ORDINANCE NO. 3422-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND AND PUBLIC SAFETY CAPITAL PROJECT FUND FOR COST IN EXCESS OF PROJECTED BUDGETED AMOUNTS FOR FIRE DEPARTMENT FLOORING REPLACEMENT PHASE 2.

WHEREAS, the FY24 budget was approved with a \$100,000 Capital project for Fire Department Flooring Replacement Phase 2; and,

WHEREAS, it was estimated that \$4,488 would come from a residual balance from a prior capital project; and,

WHEREAS, the residual balance did not materialize; and,

WHEREAS, the \$4,488 is needed to fully fund the Capital project for the Fire Department Flooring Replacement Phase 2; and,

WHEREAS, this remains a priority project for the Department and provides appropriate maintenance in the continued protection of a City asset.

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:

General Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$4,488

Increase in Appropriations –
Transfer to Public Safety Capital Project Fund \$4,488

Public Safety Capital Project Fund:

Increase Estimated Revenues –
Transfer from General Fund \$4,488

Increase in Appropriations –
Fire Department Flooring Replacement Phase 2 \$4,488

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 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	June 5, 2024
Enacted:	June 19, 2024
Effective:	June 19, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: May 25, 2024

SUBJECT: **Ordinance 3422-2024 for Kenai Fire Department Flooring Replacement Phase 2**

The purpose of this Ordinance is to provide supplemental funding in support of the Kenai Fire Departments Flooring Replacement Phase 2, approved and as detailed on page 299 of the FY24 budget. It was projected that \$4,488 of the funds would come from residual funding from prior projects. Thus only \$95,512 was budgeted in the FY24 budget for transfer from the General Fund, as detailed on page 298 of the FY24 budget. The residual funds did not materialize as expected.

The additional \$4,488 requested is intended to bring the total capital amount of the Fire Department Flooring Replacement Phase 2 up to the projected project cost of \$100,000.

The Fire Department, Public Works Department and Administration are in support of the project. Council's approval is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3423-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE PERSONAL USE FISHERY FUND FOR THE BUDGETED ANNUAL TRANSFER FROM PERSONAL USE FISHERY FUND TO THE GENERAL FUND.

WHEREAS, the FY24 General Fund annual budget included a \$75,000 transfer from the Personal Use Fishery Fund, but the companion transfer from the Personal Use Fishery Fund was inadvertently omitted from the FY24 budget; and,

WHEREAS, the Personal Use Fishery Fund requires an additional appropriation of \$75,000 to complete the FY24 intended transfer and correct the omission.

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:

Personal Use Fishery Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$75,000</u>
Increase in Appropriations –	
Transfer to General Fund	<u>\$75,000</u>

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 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	June 5, 2024
Enacted:	June 19, 2024
Effective:	June 19, 2024



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 25, 2024

SUBJECT: **Ordinance 3423-2024 for PU Fishery transfer from PU Fishery Fund Balance**

The purpose of this Ordinance is to authorize funding for the annual transfer from the Personal Use Fishery Fund to the General Fund to cover Non-Departmental expenses. In the FY24 budget, \$75,000 was allocated for this transfer into the General Fund. However, the Transfer Out from the Personal Use Fishery Fund was inadvertently omitted from the FY24 budget.

The requested \$75,000 will be allocated to the Personal Use Fishery budget to facilitate the transfer. Completing this transfer will ensure that the City's budgeted revenues cover Non-Departmental expenses for FY24.

Council's approval is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3424-2024**

AN ORDINANCE INCREASING FY2025 ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND AND AUTHORIZING RENEWAL OF THE CITY'S PROPERTY, LIABILITY, WORKERS' COMPENSATION, AIRPORT AND OTHER ANCILLARY POLICIES WITH THE ALASKA MUNICIPAL LEAGUE JOINT INSURANCE ASSOCIATION FOR JULY 1, 2024 THROUGH JUNE 30, 2025.

WHEREAS, with the assistance of its broker, the City solicited quotes for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, and Workers' Compensation from the two public entity risk pools operating in Alaska; and,

WHEREAS, Alaska Municipal League Joint Insurance Association (AMLJIA) provided the lowest total quote of \$929,159 for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Workers' Compensation and other ancillary policies; and,

WHEREAS, the City has been a member of Alaska Municipal League Joint Insurance Association (AMLJIA) since July 1, 2020 receiving competitive rates and quality insurance coverage for the City; and,

WHEREAS, the FY2025 renewal is higher than projected and in excess of what was included in the adopted FY2025 Budget requiring supplemental funding; and,

WHEREAS, in order to bind coverage effective July 1, 2024 a double reading of this Ordinance is being requested; and,

WHEREAS, pursuant to KMC 1.15.70(d) the City may introduce and finally pass on the same day, an ordinance making, repealing, transferring or otherwise changing an appropriation; and,

WHEREAS, maintaining quality and sufficient amounts of insurance coverage 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 estimated revenues and appropriations are increased as follows:

General Fund:

Increase estimated revenues –	
Appropriation of Fund Balance	<u>\$24,631</u>

Increase expenditures – Non-Departmental	
Insurance	<u>\$24,631</u>

Section 2. That the City Manager is authorized to renew the City's insurance coverage for FY2025 with AMLJIA for an estimated annual premium of \$929,159.

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.

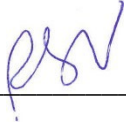
ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced: June 19, 2024
Enacted: June 19, 2024
Effective: June 19, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Swarner, Finance Director

DATE: June 12, 2024

SUBJECT: **Ordinance 3424-2024 - Increasing Fy2025 Estimated Revenues and Appropriations in the General Fund and Authorizing Renewal of the City's Property, Liability, Workers' Compensation, Airport and Other Ancillary Policies With the Alaska Municipal League Joint Insurance Association for July 1, 2024 Through June 30, 2025.**

Each year the City goes through a process of renewing its property, liability, workers' compensation, airport, and other ancillary insurance coverages. As part of the renewal process, the City obtained a quote, through its insurance broker, from Alaska Municipal League Joint Insurance Association (AMLJIA). Alaska Public Entity Insurance (APEI) was unable to quote when requested.

The quote from AMLJIA was for a total of \$929,159. The Finance Department, with the assistance of the City's broker, determined that the rates and the insurance offered by AMLJIA for FY25 are in the best interest of the City and recommend renewing coverage with AMLJIA. In addition, AMLJIA has provided the City's insurance coverage since July 1, 2020 and has provided satisfactory coverage.

A double reading at the June 19, 2024 City Council Meeting is being requested to provide supplemental funding in FY2025 as the amount estimated in the adopted FY2025 Budget is insufficient in the City's General Fund to bind coverage. Additional funding in the amount of \$24,631 is needed at this time.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-25**

A RESOLUTION AUTHORIZING THE USE OF THE FLEET REPLACEMENT FUND FOR THE PURCHASE OF EQUIPMENT TO UPFIT THREE NEW POLICE VEHICLES.

WHEREAS, Resolution 2024-01 and Resolution 2024-11 authorized the purchase of three new vehicles to replace existing police vehicles and those vehicles are expected to arrive in the coming months and will require police equipment to be installed; and,

WHEREAS, upfitting the police vehicles requires a number of vendors for things such as push bumpers, light bars, siren controllers, consoles, gun locks, partitions, transport seats, window barriers, decals, winter tires and rims, and other accessories; and,

WHEREAS, the police department has worked closely with the City shop, where the vehicle equipment will be installed, to determine the cost utilizing a number of vendors and it is anticipated that \$40,000 should be adequate to complete the upfitting of the three police vehicles; and,

WHEREAS, the purchases were planned in the Fleet Replacement Fund where sufficient funding is available.

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

Section 1. That the City Manager is authorized to use the Fleet Replacement Fund to upfit these three vehicles at an estimated cost of \$40,000.

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


PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Ross, Police Chief

DATE: May 30, 2024

SUBJECT: **Resolution 2024-25 – Authorizing the Use of the Fleet Replacement Fund for the Purchase of Equipment to Upfit Three New Police Vehicles**

Resolution 2024-01 previously authorized the purchase of two Ford Responders (Trucks) and Resolution 2024-11 previously authorized the purchase of one Ford Interceptor (SUV) to replace existing police vehicles. This resolution would authorize the use of the Fleet Replacement Fund for the equipment necessary to upfit those three vehicles into police vehicles. The purchase of the equipment will come from various vendors.

Needed equipment and services for upfitting those vehicles includes but is not limited to: push bumpers, light bars, siren controllers, consoles, gun locks, partitions, transport seats, window barriers, decals and the installation of decals, winter tires and rims, etc.

The total anticipated cost to upfit the three vehicles is anticipated to be less than \$40,000 and this resolution would authorize the use of the Fleet Replacement Fund up to that amount.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-26**

A RESOLUTION APPROVING A TWELVE-MONTH EXTENSION OF TIME FOR GOOD CAUSE FOR THE COMPLETION OF PERMANENT IMPROVEMENTS FOR A LEASE BETWEEN THE CITY OF KENAI AND STATE OF ALASKA, DIVISION OF FORESTRY FOR AIRPORT RESERVE LANDS DESCRIBED AS LOT 4A, FBO SUBDIVISION NO.11, PLAT NO. 2021-44.

WHEREAS, Resolution No. 2022-10 approved a lease between the City of Kenai and the State of Alaska, Division of Forestry, for Lot 4A, FBO Subdivision No.11; and,

WHEREAS, the lease requires space lessee to construct electrical service improvements and a concrete containment barrier by June 30,2024 with an aggregate cost of at least \$10,000; and,

WHEREAS, the lessee has requested a one-year extension to complete the improvements due to challenges related to designing and scheduling the work during the summer construction season without disruptions to fire related activities; and,

WHEREAS, KMC 21.10.080(g)(5) allows the Council to extend the time for completion of permanent improvements required in a lease for up to twelve months for good cause; and,

WHEREAS, the Airport Commission at its regularly scheduled meeting of June 13, 2024 recommended City Council approval; and,

WHEREAS, the coordination with Homer Electric and construction of a barrier system during fire season in Alaska constitute good cause justifying a twelve-month lease extension.

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

Section 1. That the City Council agrees to amend the Lease with the State of Alaska, Division of Forestry for Lot 4A, FBO Subdivision No. 11, Plat 2021-44 to extend the date that improvements are required to be completed to June 30, 2025 for good cause as described above. The Council further authorizes the City Manager to execute a lease amendment with the State of Alaska, Division of Forestry to effectuate the extension.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

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: June 9, 2024

SUBJECT: **Resolution No. 2024-26 – Granting a 1-year extension to the State of Alaska, Department of Natural Resources, Division of Forestry and Fire Protection for Land Lease Improvements.**

Administration has had conversations with the Division of Forestry regarding options moving forward to complete the intended improvement on the subject lease lot on the airport reserve consisting of a containment barrier and electrical work. Due to the short summer construction season and scheduling the disruptions outside of fire season the physical construction has not begun. As you can see from the letter from the attached letter from the Division of Forestry, they have requested a one-year extension to complete their improvements and plan to complete them in 2024. Administration is supportive of a one-year extension as allowed in code pursuant to KMC 21.10.080 (g)(5).

Thank you for your consideration.

Attachment- Request Letter.



June 5, 2024

FROM: Michael Burkhead, State of Alaska, Division of Forestry & Fire Protection, Procurement Specialist 3.

TO: Derek Ables, City of Kenai (COK), Airport Manager

SUBJECT: Request for extension of deadline for improvements.

The Alaska State, Division of Forestry & Fire Protection (DOF) is requesting a one-year extension to the deadline for completion of improvements as per Article XIV (B) (1) of COK-DOF lease for Lot 4A, FBO Subdivision No.11, Plat No. 2021-44. This request, if granted, would extend the deadline for completion of improvements from June 30, 2024, to June 30, 2025.

DOF intends to complete the following permanent improvements to the DOF Air Tanker Reload Base.

- Upgrading the electric power supply to the lot. This entails bringing 3-phase high voltage power from the utility onto the lease lot and adding a transformer and new meter base. Work to be performed by Homer Electric.
- Constructing a concrete containment system to prevent spills (Hazardous materials to include, but not limited to; oil, fuels, and retardant) from leaking into the ground. Work to be performed by DOF tanker base staff.

The total amount for this work is estimated to be \$60,000.00 for the electrical work and \$10,000.00 for the barrier construction. DOF intends to complete all work in calendar year 2024. This schedule is contingent on Homer Electric availability and the timing and severity of the 2024 fire season. All work will be completed prior to June 30, 2025.

Cc: Jason Jordet, State of Alaska, Division of Forestry & Fire Protection, Fixed-Wing Manager



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-27**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ATM CONCESSION AGREEMENT FOR THE KENAI MUNICIPAL AIRPORT.

WHEREAS, on May 8, 2024, the City requested bids to place an ATM in the Airport Terminal for an initial period of one year beginning on July 1, 2024 through June 30, 2025; with an option of four successive one-year terms by mutual written consent of the Owner and Concessionaire; and,

WHEREAS, one responsive bid was received on May 30, 2024, and evaluated on percentage of gross sales; and,

WHEREAS, Tyler Distributing submitted a responsible bid for an ATM concession at the Kenai Municipal Airport with the highest percentage of gross sales of 15%; and,

WHEREAS, City Administration has determined that this proposal meets all requirements; and,

WHEREAS, the Airport Commission at its regularly scheduled meeting of June 13, 2024 recommended City Council approval.

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

Section 1. That the City Manager is authorized to enter into an ATM concession agreement with Tyler Distributing for the Kenai Municipal Airport for the period July 1, 2024 through June 30, 2025.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 9, 2024

SUBJECT: **Resolution No. 2024-27 - Authorizing the City Manager to Enter Into an ATM Concession Agreement for the Kenai Municipal Airport**

On May 8th ,2024, the airport released an Invitation to Bid for an ATM in the Kenai Municipal Airport Terminal building. The goal of the bid is to provide a service to the traveling public. On May 30th, one responsive bid was received from Tyler Distributing who bid 15% of gross sales. The concession agreement will be effective July 1,2024 through June 30, 2025 with four one-year renewals by mutual agreement between the City and Tyler Distributing.

Your support for an ATM Concession with Tyler Distributing is respectfully requested.

Attachments- Agreement

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 _____, (Concessionaire) whose address is _____.

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 ending 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: _____
Concessionaire – Title

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 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: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, _____, 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: _____



Sponsored by: City Clerk

**CITY OF KENAI
RESOLUTION NO. 2024-28**

A RESOLUTION AMENDING CITY COUNCIL POLICY NO. 20.020 COMMISSIONS, COMMITTEES AND COUNCIL ON AGING PROCEDURES TO AMEND THE MEETING LOCATION FOR THE AIRPORT COMMISSION AND MAKING OTHER HOUSEKEEPING AMENDMENTS.

WHEREAS, the Airport Commission during their March 14, 2024 meeting recommended the meeting location for the Airport Commission be relocated from the Airport Terminal Building Conference Room to the City Hall Council Chambers; and,

WHEREAS, multiple housekeeping amendments are need to align with changes made to Kenai Municipal Code with the enactment of Ordinance No. 3416-2024 Substitute, which repealed Kenai Municipal Code 1.90 - Standard Procedures for Boards, Commissions and Committees, replaced it with 1.90 - General Standards for Standing Advisory Commissions and enacted Chapter 1.95 - Standing Advisory Commissions; and,

WHEREAS, the effective date of Ordinance No. 3416-2024 was June 14, 2024; and,

WHEREAS, the amendments as proposed to Policy No. 20.020 would incorporate the recommendation from the Airport Commission and make other housekeeping amendments.

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

Section 1. That City Council Policy No. 20.020 Commissions, Committees and Council on Aging Procedures as amended and attached is hereby adopted.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

CITY COUNCIL – 20.020
STANDING COMMISSIONS[, COMMITTEES AND COUNCIL ON AGING] AND OTHER ADVISORY BODY PROCEDURES

Effective Date: March 5, 2014

Last Action Date:

April 19, 2023

See Also:

Approved by:

City Council

POLICY – 20.020 Standing Commissions [, COMMITTEES AND COUNCIL ON AGING] and other Advisory Body Procedures.
Purpose

The purpose of this policy is to establish procedures, other than those provided in KMC 1.90, for Standing Commission[s, COMMITTEES AND COUNCIL ON AGING] and other Advisory Bodies established by the Council.

Scope

This policy applies to all standing commissions or other advisory bodies appointed by the City Council. In addition to this policy the following Kenai Municipal Code (KMC) provisions are applicable:

Airport Commission is also regulated by KMC [21.20] 1.95.010

Beautification Commission is also regulated by KMC 1.95.020

Council on Aging Commission is also regulated by KMC 1.95.030 and the Council on Aging By-Laws

Harbor Commission is also regulated by KMC [11.10] 1.95.040

Parks and Recreation Commission is also regulated by KMC [19.05] 1.95.050

Planning and Zoning Commission is also regulated by KMC 14.05.

Policy
A. Appointment and Reappointments

1. An application for consideration of appointment or reappointment to a Standing Commission [, COMMITTEE OR COUNCIL ON AGING] or other Advisory Body of the Council must be submitted to the City Clerk.
2. The Mayor nominates an applicant for appointment or reappointment and by motion, the City Council confirms.

B. Establishing Subcommittees

1. A subcommittee of a Standing [C]Commission [OR COMMITTEE] or other advisory body may be established for a specific function upon approval of Council.

C. Meeting Schedules

1. Standing Commission[, COMMITTEE AND COUNCIL ON AGING MEETING] schedules [IS] are as follows:

Commission / Committee / Council on Aging	Meeting Schedule	Scheduled Meeting Days
Airport Commission	Monthly	Second Thursday of the month
Beautification	Meetings held January, April, May, September and October	Second Tuesday of the month
Council on Aging	Monthly	Second Thursday of the month
Harbor Commission	Meetings held February, March, April, May, June, August, September and November	First Monday after first Council meeting of the month
Library Commission (<i>Suspended as of 2015, Ordinance No. 2815-2015</i>)		

Parks & Recreation Commission	Monthly, except for July	First Thursday of the month
Planning & Zoning Commission	Twice monthly	Second & fourth Wednesday

2. All regular meetings will be held in the Kenai City Hall Council Chambers with the exception of the Council on Aging Commission who shall meet at the Senior Center [AND THE AIRPORT COMMISSION WHO SHALL MEET IN THE CONFERENCE ROOM OF THE KENAI MUNICIPAL AIRPORT TERMINAL BUILDING], unless offsite arrangements are approved by the Clerk. Exceptions for subcommittee meetings may be made with the advance notice of the City Clerk.
3. Regularly scheduled meeting times will be approved by Council.
4. [COMMISSIONS, COMMITTEES AND COUNCIL ON AGING MAY, WITH THE CITY CLERK'S APPROVAL AND NOTIFICATION TO COUNCIL AND THE CITY MANAGER, HOLD S]Special meetings (for a specific purpose) on an as-needed basis may be scheduled with the Clerk's approval and notification to the Council and City Manager.
5. [COMMISSIONS, COMMITTEES AND COUNCIL ON AGING M]Meetings may be cancelled or rescheduled by the City Clerk, with notification to Council and the City Manager, if cancellation or rescheduling is warranted, i.e. lack of agenda items, pre-knowledge of lack of a quorum, etc.
6. Any additional commissions or [COMMITTEES] or other advisory bodies established by Council will be set and incorporated into the meeting schedule by the City Council.

D. Minutes & Meeting Recordings

1. With exception of the Planning & Zoning Commission, taking notes and electronically recording meetings shall be the responsibility of department liaison to the specific [MEETING] Standing Commission or advisory body. The Clerk's Office shall take notes and record the meeting for the Planning and Zoning Commission.
2. Action minutes will be produced by the Clerk's Office from the department liaisons notes and provided to the City Council as official records of the meetings. Summary minutes will be produced by the Clerk's Office for Planning and Zoning Commission items when the item is quasi-judicial.
3. Regularly scheduled meetings shall be electronically recorded and with the exception of Planning & Zoning Commission, shall be kept for two years.
4. Planning & Zoning Commission meeting recordings shall be kept for 6 years.

E. Work Sessions

1. Work sessions may not be held without the approval of the City Clerk unless they occur on the night of and at the time of a regularly scheduled advertised meeting. Notification of scheduled work session shall be provided to City Council and the City Manager. Work session may be requested by Council, the liaison or Chair of the body.
2. During work sessions, only items on the work session agenda may be discussed and no formal actions may be taken.
3. At a minimum, work sessions shall be posted on the Official City Bulletin Board in Kenai City Hall and on the city website at least five days prior to the meeting.

F. Basic Meeting Information

1. All meetings shall be open to the public.
2. At a minimum, meeting notices shall be posted on the Official City Bulletin Board in Kenai City Hall and on the city website at least five days prior to the meeting.
3. Meeting agendas shall be established by the Chair and the department liaison and shall be relevant to the authority of the [BOARD,]Standing Commission or other advisory body [OR COMMITTEE] as designated within the bylaws or Kenai Municipal Code. Items requiring [COMMITTEE,]commission [OR

COUNCIL ON AGING] action under applicable municipal code prior to final action by the Council, as distinguished from advisory recommendations, will be referred to the respective body prior to any final Council action. The City Council, by motion, may refer any other item to be placed on an agenda seeking a recommendation from the respective [COMMITTEE,] Standing Commission[, OR COUNCIL ON AGING] or other advisory body.

4. The department liaison shall submit items for the agenda and supporting documentation to the Clerk's Office one week prior to a meeting, no later than 2:00 p.m. The Clerk's Office will compile meeting material and distribute. The Planning & Zoning Commission is exempt from this requirement as the Planning Department advertises, compiles meeting material and distributes for its commission.
 5. Rules of Order: Pursuant to KMC 1.15.120(b) and KMC 1.90.050(c), in all matters of parliamentary procedure, Robert's Rules of Order, as revised shall be applicable and govern all meetings, except as specified in KMC 1.15.060 (Motions), KMC 1.15.100 (Speaking), and KMC 1.15.110 (Voting).
 6. Quorum: No meeting may proceed in the absence of a quorum, i.e. a quorum is more than one-half of the board/commission (quorum of the whole).
 7. Motion: Pursuant to KMC 1.15.060(k), all motions require a second. A majority of votes is required to pass a motion.
 8. Speaking: In a meeting, members should be recognized by the Chair before speaking.
 9. When is it a Meeting: If any public business is discussed collectively by four or a majority of members of one body.
 10. Representation of the body: Members of a City of Kenai [Board,] Standing Commissions[, COMMITTEE OR COUNCIL ON AGING] or other advisory bodies may only speak on behalf of the body when approved to do so by a majority vote of the body; at which time their basic responsibility is to carry out the body's directives identified within the approved motion.
- G. Council Participation
1. Any Council Member may attend a meeting or work session of any Standing Commission[, COMMITTEE OR THE COUNCIL ON AGING] or other advisory body; however, no more than three Council Members may attend any one meeting without additional public notice.
 2. Only the Council Liaison to the respective[,] Standing Commission[, COMMITTEE OR COUNCIL ON AGING] or other advisory body may speak on behalf of the Council to the relevant body if approved to do so by a majority vote of the City Council. Participation of the Liaison at Standing Commission[, COMMITTEE AND COUNCIL ON AGING] or other advisory body meetings is limited to updating the body on the actions of the Council and reporting back to the Council the actions of the Commission[, COMMITTEE OR COUNCIL ON AGING]. The Liaison is a non-voting member and may not participate in the debate of an advisory body.
 3. Participation by Council Members (acting as a Council Member) other than the Liaison should be limited to ONE Council Member who is a sponsor of a legislative item to be considered for recommendation from the advisory body. The sponsors participation should be limited to three-minute testimony and answering questions from the body. The sponsor of the legislation may not participate in debate of the advisory body. When speaking to the advisory body as the legislate sponsor the following additional rules apply:
 - a. The legislative sponsor will not testify from the Dais, testimony from the sponsor shall be made from the area designated for public comment.
 - b. If the legislative sponsor is the Liaison to the advisory body, the legislative sponsor will remove themselves from the dais and seat themselves in the public area of the chambers. The legislative sponsor will remain in the public seating area during the discussion, debate and voting on the legislative item in which they sponsored.
 4. Exception: Council Members may fully participate in any joint work session or other meeting with a Standing Commission[, COMMITTEE, OR THE COUNCIL ON AGING] or other advisory body when it has been noticed that the City Council will be in attendance, or there has been a specific delegation of authority by the Council for a member(s) to represent the Council.

Brian Gabriel Sr., Mayor

ATTEST:

Shellie Saner, MMC, City Clerk

Policy History: Action Approval on 08-04-2004; R2017-24; R2018-19; 2019-03; 2023-26; R2024-28

Note: Between 2004 and 2017 other amendments to the policy were made through the action approval process.



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Shellie Saner, City Clerk
Derek Ables, Airport Manager

DATE: June 13, 2024

SUBJECT: **Resolution No. 2024-28 - Amending City Council Policy No. 20.020 Commissions, Committees and Council on Aging Procedures to Amend the Meeting Location for the Airport Commission and Making Other Housekeeping Amendments.**

Airport Commission Meeting Location: In 2023 the location of the Airport Commission meetings was changed from the City Hall Council Chambers to the Conference Room at the Airport Terminal Building. The change of location was not optimal for meetings of a governmental body and during the March 14, 2024 Airport Commission meeting the Airport Commission unanimously recommended relocating the meetings back to the City Hall Council Chambers.

Housekeeping Amendments: These amendments are proposed to bring the policy in alignment with the changes made with the enactment of Ordinance 3416-2024 Substitute. The Ordinances was enacted by Council on May 15, 2024 with an effective date of June 14, 2024. The Ordinance repealed KMC 1.90 - Standard Procedures for Boards, Commissions and Committees, renamed and reenacted KMC 1.90 - General Standards for Standing Advisory Commissions; repealed code sections specific to individual Commissions of the City and enacted a new section of KMC 1.95 - Standing Advisory Commissions. The following identifies the housekeeping amendments:

- Renames the policy to “Standing Commissions and other Advisory Body Procedures”
- Establishes that the policy applies to Standing Commissions and other Advisory Bodies established by the Council.
- Deletes the “Commissions, Committees and Council on Aging” throughout and replaces with “Standing Commissions or other Advisory Bodies”.
- Updates references in the policy to the new sections of code for each Standing Commission.

Your consideration is appreciated.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-29**

A RESOLUTION AUTHORIZING A SERVICE AGREEMENT FOR THE PERSONAL USE FISHERY DUMPSTERS AND PORTABLE RESTROOMS.

WHEREAS, a formal Invitation to Bid was released on May 31, 2024 with bids dues on June 11, 2024 for the City’s annual 2024 Personal Use Fishery Dumpsters & Portable Toilets service contract; and,

WHEREAS, one bid was received by the City as detailed below:

Bidders	Schedule A	Schedule B	Schedule C	Schedule D
Peninsula Pumping, Inc.	\$30,000	\$31,350	\$6,600	\$15,950

; and,

WHEREAS, the total combined bid for all schedules is \$83,900; where Schedule A is for all road accessible restrooms, Schedule B is for all non-road accessible restrooms, Schedule C is for all road accessible dumpsters and Schedule D is for all non-road accessible dumpsters; and,

WHEREAS, this represents a \$4,900 increase over last year’s bid of \$79,000, an approximately 6.25% increase; and,

WHEREAS, Peninsula Pumping, Inc., having performed these same services last year as well as other previous years, is known to be a reliable and capable firm; and,

WHEREAS, award to Peninsula Pumping 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 Manager is authorized to execute a service agreement and issue a corresponding purchase order to Peninsula Plumbing, Inc., in the amount of \$83,900 for the 2024 Personal Use Fishery Dumpsters & Portable Toilets.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: *psv*



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 11, 2024
SUBJECT: Resolution 2024-29 – Personal Use Fishery Service Agreement

This memo requests Council's approval to award a service agreement to Peninsula Pumping Inc. to supply and service dumpsters and portable restrooms for the Personal Use Fishery from July 10th-31st. These are recurring services the City provides annually in support of the fishery.

There were no changes to last year's request for services. We continue to provide dumpster and restroom facilities at South Beach, City Dock, North Beach, and the S. Spruce St. Ball Fields. Peninsula Pumping Inc. was the only vendor to provide a bid toward these services, they were the same company that provided services last year. Fees this year are \$83,900, an approximately 6.25% increase over last year. Based on the current inflationary environment the cost increase is reasonable.

Award of this agreement is in the best interest of the City. Council's approval is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-30**

A RESOLUTION AUTHORIZING A CONTRACT AWARD AND CORRESPONDING PURCHASE ORDER FOR THE 2024 RECREATION CENTER EPOXY FLOORING PROJECT.

WHEREAS, a formal Invitation to Bid was released on May 29, 2024 with bids due on June 11, 2024 for the 2024 Recreation Center Epoxy Flooring Project; and,

WHEREAS, this project continues on with other recent improvements at the facility utilizing grant funds from the Healthy & Equitable Communities MOA # C0622-584-K; and,

WHEREAS, work will include refinishing of the lower level concrete / tile floors with an epoxy floor coating system throughout the men’s and women’s locker rooms and corridor; and,

WHEREAS, six bids were received by the City as detailed below:

Bidders	Total Bid
Rainbow Builders Inc.	\$91,995.00
Alaska Concrete & Restoration LLC	\$93,156.90
JNL Painting	\$97,888.00
Pro Grind Alaska Rental LLC	\$98,470.00
Alaska Paint Company LLC	\$218,300.00
Orion Construction Inc.	\$324,000.00

; and,

WHEREAS, Rainbow Builders Inc. was determined to be the lowest responsive responsible bidder at a total bid cost of \$91,995; and,

WHEREAS, award to Rainbow Builders Inc. 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 Manager is authorized to execute a contract award and corresponding purchase order to Rainbow Builders Inc. in the amount of \$91,995.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____
[Handwritten Signature]



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: Scott Curtin, Public Works Director

DATE: June 19, 2024

SUBJECT: Resolution 2024-30 – 2024 Recreation Center Epoxy Flooring

This memo is to recommend a contract award and corresponding purchase order to Rainbow Builders Inc. in the amount of \$91,995 in support of the 2024 Recreation Center Epoxy Flooring Project. This project is a continuation of other work at the facility, further utilizing available grant funding through the Healthy & Equitable Communities program.

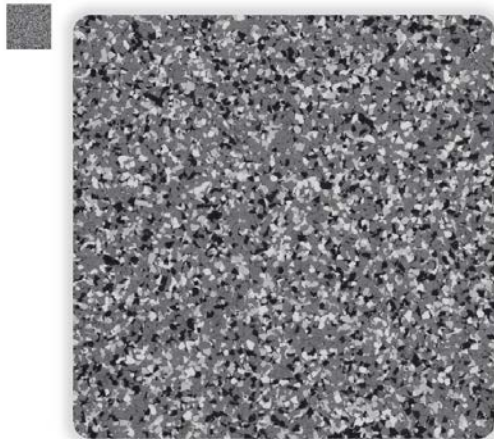
The pictures below reference the specified product as well as the locations within the facility the work will take place. Work is expected to take place over the summer months and will affect facility operations similar to the recent gymnasium floor refinishing work. Completion of this work is catching up with much needed maintenance at the facility. We appreciate everyone’s patience as we work through these improvements.

Please take a moment and stop by the facility to see the recent improvements to your rec center! Council’s approval is respectfully requested.

TORGINOL

DESIGN CENTER PRODUCTS RESOURCES COMPANY CONTACT

HOME / PRODUCTS / POLYMER FLAKE / BLENDS / WOMBAT



SHARE

FB-616

WOMBAT

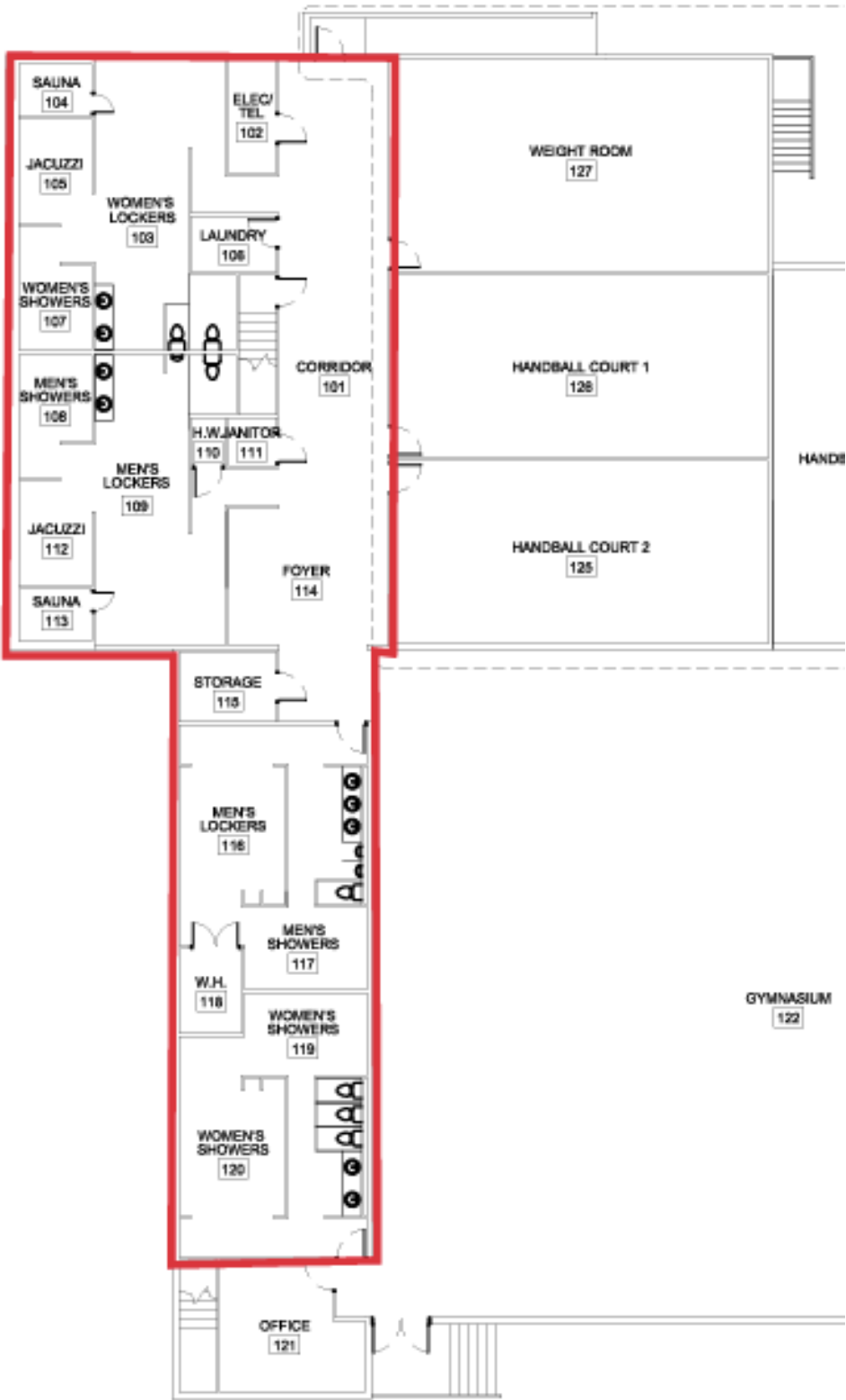
Select Profile Size:

1/4" 1/8" 1/16"

CUSTOMIZE VIEW IN SPACE

Signature Collection: Wombat





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**CITY OF KENAI
RESOLUTION NO. 2024-31**

A RESOLUTION APPROVING A TWELVE-MONTH EXTENSION OF TIME FOR GOOD CAUSE FOR THE COMPLETION OF PERMANENT IMPROVEMENTS FOR A LEASE BETWEEN THE CITY OF KENAI AND JOEL CALDWELL FOR AIRPORT RESERVE LANDS DESCRIBED AS LOT 3, BLOCK 4, GENERAL AVIATION APRON SUBDIVISION NO. 1, PLAT NO. 73-68.

WHEREAS, Resolution No. 2022-27 approved a lease between the City of Kenai and Joel Caldwell, for Lot 3, Block 4, General Aviation Apron Subdivision No. 1; and,

WHEREAS, the lease requires the lessee to construct additional storage space, restroom facilities, and paving by June 30,2024 with an aggregate cost of at least \$100,000; and,

WHEREAS, the lessee has requested a one-year extension to complete the improvements due to challenges related to sustaining and growing of Kenai Aviation flight services in and out of Kenai Municipal Airport; and,

WHEREAS, KMC 21.10.080(g)(5) allows the Council to extend the time for completion of permanent improvements required in a lease for up to twelve months for good cause; and,

WHEREAS, the Airport Commission at its regularly scheduled meeting of June 13, 2024 recommended City Council approval; and,

WHEREAS, the coordination between Peter Heinrichsohn, CEO of Kenai Aviation, and paving contractors constitute a good cause justifying a twelve-month lease extension.

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

Section 1. That the City Council agrees to amend the Lease with Joel Caldwell for Lot 3, Block 4, General Aviation Apron Subdivision No. 1, Plat 73-68 to extend the date that improvements are required to be completed to June 30, 2025 for good cause as described above. The Council further authorizes the City Manager to execute a lease amendment Joel Caldwell to effectuate the extension.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Linda Mitchell, Planning Director

FROM: Brandon McElrea, Planning Technician

DATE: June 11, 2024

SUBJECT: Resolution No. 2024-31 – Joel Caldwell Lease Extension

With the departure of Ravn Air, Kenai Aviation had to scramble to fill the demand of flight services and redirect project funding in order to sustain and grow Kenai Aviation flight services. As a result, the construction of the required improvements has been delayed. Peter Heinrichsohn, CEO of Kenai Aviation, has requested a one-year extension to complete the required improvements on Lot 3, Block 4, General Aviation Apron Subdivision No. 1 (see request letters). Administration is supportive of a one-year extension as allowed in code pursuant to KMC 21.10.080(g)(5).

Thank you for your consideration.

Attachments

- Extension Request Letter
- Follow-Up Letter

From: [Terry Eubank](#)
To: [Linda Mitchell](#)
Cc: [Brandon McElrea](#)
Subject: FW: Applying for a one (1) year extension for Kenai Aviation/ Lot 3, Block 4, GAA No. 1 to complete improvements
Date: Wednesday, May 15, 2024 2:35:32 PM

From: Peter Heinrichsohn <peter@kenaiaviation.com>
Sent: Wednesday, May 15, 2024 12:08 PM
To: Terry Eubank <TEubank@kenai.city>
Cc: Joel Caldwell <joel@kenaiaviation.com>; Craig Walls <craig@kenaiaviation.com>
Subject: Applying for a one (1) year extension for Kenai Aviation/ Lot 3, Block 4, GAA No. 1 to complete improvements

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

14 May 2024

Mr. Terry Eubank

City Manager
City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611-7794

Dear Mr. Eubank,

I recently met with Brandon McElrea, who provided me with an update on the status of the above-referenced lease and informed me of Joel Caldwell's requirements for compliance with Article XIV. I am writing to formally request a one-time extension of 12 months to complete the necessary improvements. Mr. McElrea is currently assisting me with answering some questions I had during our last meeting, which will help me develop a comprehensive plan moving forward. The reasons for my request to extend this agreement/lease are as follows:

1. We have been diligently working to sustain and grow Kenai Aviation, which has required all available funds. As a result, we have not had the financial capacity to fund the required improvements.

Moving forward, our plan includes the following steps:

- I will personally manage the project to ensure all deliverables are completed by the end of May 2025 or earlier if possible.
- I have already contacted paving contractors to discuss timelines and costs.

Thank you very much for your time and consideration of this matter.

Respectfully,

Peter Heinrichsohn | 907 230 3060

CEO

Kenai Aviation



Sent via [Superhuman](#)

From: [Peter Heinrichsohn](#)
To: [Brandon McElrea](#)
Subject: Re: Lot 3, Block 4, GAA No. 1 extension/definition of storage space.
Date: Monday, June 10, 2024 3:33:42 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Brandon,

I am well. After I left our last meeting, I came down with the worst upper respiratory infection I have ever had. It took me almost three weeks to be able to breathe normally again. I hope you had an easier time of it and that you are well. The same goes for the lady I met, your supervisor.

As to your email above, thank you for allowing me to try to elaborate. Since I started in my current position on January 1st I can only comment on what I have found since then. The last few years have been a struggle for many Alaskan airline operators, and Kenai Aviation is no different. Then Ravn left Kenai, and we had to scramble to fill the demand. All I can say is that while growth is good, it can also be challenging. We are all working hard to grow sustainably.

Thank you for clarifying the hangar storage issue. We should be able to work with that.

I am sorry, but I cannot find contact details for the planning manager. Would you please share it with me?

Many thanks,

Best regards,

Peter Heinrichsohn | 907 230 3060

CEO

Kenai Aviation

**KENAI CITY COUNCIL – REGULAR MEETING
JUNE 5, 2024 – 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 June 5, 2024, 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	James Baisden
Phil Daniel	Deborah Sounart
Alex Douthit	Victoria Askin

A quorum was present.

Absent:

Brian Gabriel, Mayor

Also in attendance were:

***Xinlan Tanner, Student Representative (remote participation)*
 Terry Eubank, City Manager
 Scott Bloom, City Attorney
 David Swarner, Finance Director
 Linda Mitchell, Planning Director
 Stephanie Randall, Human Resource Director
 Katja Wolf, Library Director
 Tyler Best, Parks and Recreation Director
 Scott Curtin, Public Works Director
 Kathy Romain, Senior Services Director
 Derek Ables, Airport Manager
 Dave Ross, Police Chief
 Shellie Saner, City Clerk

3. Agenda Approval

Vice Mayor Knackstedt noted the following additions to the Packet:

- Add to item E.1. **Public Hearing – Ordinance No. 3418-2024**
 - Amendment Memo - Radio Advertising

- Add to item E.5. **Public Hearing – Resolution No. 2024-20**
 - Attachment to Recreation Center Fees Amendment Memo
 - Amendment Memo - Adopt-A-Bench Fees

- Add to item E.6. **Public Hearing – Resolution No 2024-21**
 - Request to Postpone Indefinitely Memo

Add to item G.1.

Unfinished Business - Public Hearing – Resolution No. 2024-17

- Public Comments
- Request to Postpone Memo

Add to item H.15.

Discussion - Scheduling a Joint Work Session with the Planning and Zoning Commission on the Comprehensive Safety Action Plan (CSAP)

MOTION:

Council Member Baisden **MOVED** to approve the agenda and consent agenda with the requested revisions. Council Member Askin **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: Motion **APPROVED**, without objection.

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

1. Fiscal Year 2023 Audit Report, Joy Merriner, BDO USA, LLP.

Joy Merriner, Assurance Office Managing Partner of BDO USA, LLP reported on the FY23 Audit Wrap-up Document, providing an overview of the Status of Audit Report; Audit Standards; and summarized the Annual Comprehensive Financial Report.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS

Samantha Springer, Executive Director of the Kenai Chamber of Commerce and Visitor Center noted that the Visitor Center is currently open seven-days a week; provided an update on current activities; reminded everyone about that June 8, 2024 is Lemonade Day; and stated they were still in need of volunteers for events.

Marion Nelson, Board Member of the Kenai Art Center provided an update on ongoing Work Shops; summarized the Summer Show line-up; and reported that Sandra Lewis was the new Board President.

E. PUBLIC HEARINGS

1. **Ordinance No. 3418-2024** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Committing \$4,499,039 of General Fund, Fund Balance for Future Capital Improvements. (Administration)

MOTION:

Council Member Baisden **MOVED** to enact Ordinance No. 3418-2024. Council Member Askin **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment.

Tim Dillon, Central Area Rural Transit System, Board of Directors Vice President addressed the Council regarding the ability to leverage local funding for additional grants; the operational changes which were made to improve services; the number one request of CARTS is for weekend service; and that Walmart in Kenai is the number-one destination.

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

MOTION TO AMEND:

Council Member Douthit **MOVED** to include funding for radio advertising and amend the Draft FY2025 Annual Budget as follows:

General Fund, Legislative, page 84
Increase Account Number 4534, Advertising by \$7,920; and,

General Fund, Non-Departmental, page 110
Increase Account Number 4534, Advertising by \$5,832.

For an overall increase of \$13,752 to the Draft FY2025 Annual Budget Document.

Council Member Daniel **SECONDED** the motion to amend.

There was Council discussion regarding a portion of the funds being utilized for advertising the meetings of the City and Elections and a portion being utilized for other City type events; the importance of getting information about the City out to the public; and that radio is an important advertising tool.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND: (Primary)

Council Member Askin **MOVED** to include funding of \$2,500 for Central Area Rural Transit Systems, Inc. and amend the FY2025 Annual Budget as follows:

General Fund - Legislative, page 84
Increase Account Number 5047, Grants to Agencies by \$2,500; and,

General Fund - Legislative, page 85
Include in 5047 - Grants to Agencies list: Central Area Rural Transit System, Inc. \$2,500.

Council Member Daniel **SECONDED** the motion to amend.

There was discussion regarding the request from Central Area Rural Transit Systems, Inc. being for \$5,000.

MOTION TO AMEND: (Secondary)

Council Member Douthit **MOVED** to amend the primary amendment and increase the amount of funding from \$2,500 to \$5,000. Council Member Daniel **SECONDED** the secondary motion to amend.

UNANIMOUS CONSENT was requested on the secondary motion to amend.

VOTE: Motion **APPROVED**, without objection.

UNANIMOUS CONSENT was requested on the primary motion to amend, as amended.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Askin **MOVED** to decrease funding to the Kenai Watershed Forum from \$5,000 to \$1,500 and amend the Draft FY2025 Annual Budget as follows:

General Fund, Legislative, page 84
Decrease Account Number 5047, Grants to Agencies by \$3,500; and,

General Fund, Legislative, page 85

Amend in 5047 - Grants to Agencies list: Kenai Watershed Forum [\$5,000] \$1,500

Council Member Baisden **SECONDED** the motion to amend.

There was discussion regarding other members of the Kenai Watershed Forum who do not donate; and consideration regarding the City allowing testing by the Forum at the City Plant.

VOTE ON MOTION TO AMEND:

YEA: Knackstedt, Daniel, Sounart, Baisden, Askin

NAY: Douthit

ABSENT: Gabriel

**Student Representative Tanner: Yea

MOTION TO AMEND PASSED.

MOTION TO AMEND:

Council Member Baisden **MOVED** to increase the amount of donations received from Senior Connection, Inc. and amend Ordinance No. 3418-2024 and the Draft FY2025 Annual Budget as follows:

Ordinance 3418-2024:

Section 2, Decrease the General Fund appropriation by \$20,000; and,

Draft FY2025 Annual Budget Document:

General Fund - Non-Departmental, page 110

Decrease Account Number 9090, Transfers by \$20,000; and,

Senior Citizens Fund - Title III Summary, page 237

Increase Revenue, Donation - Senior Connection, Inc. by \$20,000; and,

Decrease Revenue, Transfers from General Fund - Operations by \$20,000.

Council Member Askin **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Baisden **MOVED** to increase the range for Fire Captain from 21 to 22, amend Ordinance 3418-2025 and the FY2025 Draft Annual Budget as follows:

Ordinance 3418-2024, Section 5, Cass Code 311 - Fire Captain

Increase the range from 21 to 22; and,

Draft FY2025 Annual Budget Document:

General Fund - Fire, page 132

Increase the Salaries and Benefits section, by 7,483; and,

Draft FY2025 Annual Budget Document:

Increase the Class Code for Fire Captain from range 21 to range 22 throughout the Draft FY2025 Annual Budget Document accordingly.

Council Member Askin **SECONDED** the motion to amend.

There was discussion regarding the recent Classification Study done by the City; the difficulty maintain and keeping employees; and this will keep the City comparable with other nearby governments.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Baisden **MOVED** to include qualification pay for Public Safety Dispatchers; adjust recognition entitlements for Paramedic Certification for eligible Fire Department grades and amend the FY2025 Annual Budget as follows:

General Fund, Fire, page 132
Increase the Salaries and Benefits Section by an additional \$25,504; and,

General Fund, Communications, page 137
Increase the Salaries and Benefit Section by an additional \$2,996

For an overall increase of \$28,500 to the Draft FY2025 Annual Budget Document.

Council Member Daniel **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Baisden **MOVED** to include funding for a Veterans Columbarium at the Kenai Cemetery and amend Ordinance No. 3418-2024 and the Draft FY2025 Annual Budget as follows:

Ordinance 3418-2024:
Section 2, Increase the General Fund appropriation by \$25,000; and,

Draft FY2025 Annual Budget Document:
General Fund - Non-Departmental, page 110
Increase Account Number 9090, Transfers by \$25,000; and,

General Fund - Non-Departmental, page 111
Include in 9090 Transfers list: Veterans Columbarium \$25,000; and,

Fund 118- Cemetery Improvement Capital Project Fund, page 284
Increase Revenues, Transfer from General Fund, by \$25,000; and,
Increase Expenditures, Current Year Authorizations - Veterans Columbarium by \$25,000.

Council Member Askin **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Douthit **MOVED** to reduce the Storefront and Streetscapes Improvement Grant amount by \$20,000 and amend the FY2025 Annual Budget as follows:

General Fund - Land Administration, page 107
Decrease Account Number 5047, Grants to Agencies by \$20,000.

Council Member Askin **SECONDED** the motion to amend.

A summary of the previous two-years of use of the funding was provided in support of the reduction.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Askin **MOVED** to amend Ordinance 3418-2024 as follows:

Title to read, "Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Committing \$[4,499,039] 4,451,423 of General Fund, Fund Balance for Future Capital Improvements."

Section 2 to read,

“General Fund	\$ [20,226,392] <u>20,262,232</u>
Enterprise Fund –	
Congregate Housing Fund	793,714
Internal Service Funds:	
Equipment Replacement Fund	272,476
Fleet Replacement Fund	93,332
Employee Health Care Fund	<u>3,209,541</u>
Total Internal Service Funds	3,575,349
Special Revenue Funds:	
Personal Use Fishery Fund	537,796
Water & Sewer Fund	3,746,439
Airport Fund	3,709,963
Senior Citizen Fund	<u>1,067,727</u>
Total Special Revenue Funds	9,061,925
Permanent Funds:	
Airport Land Sale Permanent Fund	1,090,387
General Land Sale Permanent Fund	<u>151,278</u>
Total Permanent Revenue Funds	1,241,665
Capital Project Funds:	
<u>Cemetery Improvements</u>	<u>25,000</u>
Park Improvement	150,000
Kenai Senior Center Improvement	50,000
Kenai Public Safety Improvement	150,000
Municipal Roadway Improvement	440,000
Congregate Housing Improvement	215,000
Airport Improvement	125,000
Water & Sewer Improvement	662,000
Water & Sewer vehicle replacements	145,000
Waste Water Treatment Plant Equipment	<u>100,000</u>
Total Capital Project Funds	[2,037,000] <u>2,062,000</u>
Debt Service Fund – Library Expansion Bonds	<u>130,750</u>
Total All Funds	\$[37,066,795] <u>37,127,635”</u>

Section 3 to read, “Council hereby commits \$[4,499,039] 4,451,423 of Unassigned General Fund, Fund Balance for future renovations and improvements to City facilities.”

Council Member Baisden **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

VOTE ON MAIN MOTION AS AMENDED:

YEA: Daniel, Sounart, Baisden, Askin, Douthit, Knackstedt

NAY: None

ABSENT: Gabriel

MAIN MOTION AS AMENDED PASSED.

[Clerk’s Note: Due to audio difficulties Student Representative Tanner was unable to vote at times during the meeting.]

2. **Ordinance No. 3419-2024** - Amending Sections of Kenai Municipal Code Title 23 - Personnel Regulations, Sections 23.05.070 - Definitions, 23.25.070 - Acting Positions, 23.30.030 - Probationary Period for Employees in the Classified Service, 23.30.110 – Travel Expense, 23.40.040 - Terminal Leave, 23.55.020 - Compensation Structure by Grade for Employees in the Classified Service, 23.55.030 - Qualification Pay, and 23.55.080 - Longevity Pay for Employees in the Classified Service, to Ensure Appropriate Compensation and Benefits to City Employees Comparable to Other Places of Public Employment Improving Recruitment and Retention of Qualified Employees. (Administration)

MOTION:

Council Member Baisden **MOVED** to enact Ordinance No. 3419-2024. Council Member Sounart **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.

MOTION TO AMEND:

Council Member Baisden **MOVED** to amend Ordinance 3419-2024 as follows:

Section 7, Section 23.55.030 - Qualifications Pay to include a new subparagraph (b)(1)(v) to read:
“Recognition pay for qualified Public Safety Dispatcher personnel for employees temporarily assigned dispatcher training duties for eligible shifts only as follows:
An additional five percent (5%) of the employee’s current range and step.”

Council Member Askin **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Baisden **MOVED** to amend Ordinance 3419-2024 as follows:

Section 7, Section 23.55.030 - Qualifications Pay, paragraph (b)(2)(ii), to read:
“Recognition entitlements for EMT certification for eligible grades of fire fighter, engineer, captain, Fire Marshal, Deputy Fire Chief, and Fire Chief are as follows:
EMT / EMS [I] Instructor An additional one-half percent (.5%) of step A of the firefighter range.
EMT III / Advanced Emergency Medical Technician (AEMT)
An additional two and one-quarter percent (2.25%) of step A of the Firefighter range.
[EMT-] Paramedic An additional [3.75% OF STEP A FIREFIGHTER RANGE (INCLUDES EMT III PAY)] five percent (5%) the employee’s current range and step (includes AEMT Pay.)”

Council Member Daniel **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

VOTE MAIN MOTION AS AMENDED:

YEA: Sounart, Baisden, Askin, Douthit, Knackstedt, Daniel
NAY: None

ABSENT: Gabriel
**Student Representative Tanner: Yea

MAIN MOTION AS AMENDED PASSED.

- 3. **Ordinance No. 3420-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Municipal Roadway Improvements Capital Fund and Awarding a Construction Agreement and Corresponding Purchase Order for the 2024 Lilac Lane Roadway Improvement Project. (Administration)

MOTION:

Council Member Baisden **MOVED** to enact Ordinance No. 3420-2024. Council Member Douthit **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 this project would correct failing portions of Lilac Lane; two bids were received under the Engineer estimate; and this would allow the City to enter into contract.

VOTE:

YEA: Baisden, Askin, Douthit, Knackstedt, Daniel, Sounart

NAY: None

ABSENT: Gabriel

**Student Representative Tanner: Yea

MOTION PASSED.

- 4. **Resolution No. 2024-19** - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025. (Administration)

MOTION:

Council Member Askin **MOVED** to adopt Resolution No. 2024-19. Council Member Sounart **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 the mill rate had not changed since Fiscal Year 2015.

UNANIMOUS CONSENT was requested.

VOTE: Motion **APPROVED**, without objection.

- 5. **Resolution No. 2024-20** - Amending the Comprehensive Schedule of Rates, Charges, and Fees to Incorporate Changes Included in the FY2025 Budget to Include Adjusting Airport Fees, Water Fees, Sewer Fees, and Adjusting the Monthly Rental Rates at Vintage Pointe. (Administration)

MOTION:

Council Member Baisden **MOVED** to adopt Resolution No. 2024-20. 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.

MOTION TO AMEND:

Council Member Askin moved to amend the Parks and Recreation Schedule of Rates, Charges and Fees for the Weights/Cardio/Sauna and Basketball Pickleball sections as follows:

Multipurpose Facility

hourly rate (reservation)

\$165.00

Kenai Recreation Center

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

<u>Day Pass: Adults</u>	\$5.00
<u>Day Pass: College Students, Veterans & Seniors (55 and older)</u>	\$2.50
High School Students and younger	FREE
[VETERANS AND SENIORS (55 AND OLDER)]	\$2.50]
[ADULT]10 visit punch card: <u>Adults</u>	\$40.00
<u>10 visit punch card: College Students, Veterans & Seniors (55 and older)</u>	<u>\$20.00</u>
[ADULT]Monthly Pass: <u>Adults</u>	\$50.00
<u>Monthly Pass: College Student, Veterans & Senior [MONTHLY PASS] (55 and older)</u>	\$25.00

[BASKETBALL/PICKLEBALL - INCLUDES BASKETBALL GYM AND SHOWERS

ADULTS	\$3.00
COLLEGE STUDENTS	\$3.00
HIGH SCHOOL STUDENTS AND YOUNGER	FREE
ADULT & COLLEGE STUDENT MONTHLY PASS (ALL AGES)	\$25.00
GYM PUNCH CARD - 12 VISITS (ALL AGES)	\$25.00]
City League Basketball (per team)	\$325.00

Council Member Baisden Seconded the motion to amend.

It was reported that this would establish a standard user fee, regardless of the intended use.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Askin moved to amend the Parks and Recreation Schedule of Rates, Charges and Fees for the Racquetball & Wallyball Court Rentals section follows:

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

Adult Racquetball <u>or Wallyball</u>	[\$10.00] <u>15.00</u>
Racquetball <u>or Wallyball</u> Punch Card (10 hours all ages)	[\$80.00] <u>120.00</u>
[ADULT WALLYBALL	\$12.00
WALLYBALL PUNCH CARD (10 HOURS ALL AGES)	\$100.00]

Council Member Baisden **SECONDED** the motion to amend.

It was reported that the fee increase aligned with other facilities.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Askin moved to amend the Parks and Recreation Schedule of Rates, Charges and Fees for the Facility Rental section follows:

Facility Rental - per hour

Gym	\$50.00
1/2 Gym	\$25.00
[NON-PROFIT YOUTH ATHLETIC PROGRAMS	FREE]

Council Member Baisden Seconded the motion to amend.

There was discussion regarding the youth non-profits affected by the proposed amendment; the proposed amendment would establish that the Recreation Center be managed similarly with the fee charge to Hockey organizations using ice; that school groups would be charged when transferred to the Rec Center because the school gym was unavailable; and that user fees collected at the Rec Center only covered roughly twenty percent of the operational costs.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION TO AMEND:

Council Member Askin moved to amend the Parks and Recreation Fee Schedule for Parks/Gazebos/Gardens - Adopt-A-Bench as follows:

“Adopt-A-Bench (Maintenance [I]included[s].) [B]Bench, freight, and installation [AND MAINTENANCE. FREIGHT CHARGES ADDITIONAL] at actual cost. \$[595.00] Actual Costs”

Council Member Baisden **SECONDED** the motion to amend.

It was reported that the actual cost for a bench, freight and installation exceeds \$1000.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

UNANIMOUS CONSENT was requested on the main motion as amended.

VOTE: Motion **APPROVED**, without objection.

6. Resolution No. 2024-21 - Authorizing a Budget Transfer in the Airfield Fund, Airport Department for Amounts in Excess of Budget. (Administration)

MOTION:

Council Member Baisden **MOVED** to adopt Resolution No. 2024-21. Council Member Douthit **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 since the enactment of Ordinance No. 3307-2022 a budget transfers within a fund may be authorized by the City Manager and this Resolution was not necessary.

MOTION:

Council Member Baisden **MOVED** to postpone indefinitely Resolution No. 2024-21. Council Member Daniel **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to postpone indefinitely.

VOTE: Motion **APPROVED**, without objection.

7. Resolution No. 2024-22 - Authorizing a Budget Transfer in the Airport Terminal Improvements Capital Fund, and Awarding a Construction Contract and Corresponding Purchase Order for the Airport Landscaping Project. (Administration)

MOTION:

Council Member Douthit **MOVED** to adopt Resolution No. 2024-22. 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 this would install shrubbery and rocks completing the landscaping portion of the Terminal Rehabilitation project; the amount of grass was minimal and due to the costs sprinkler systems were not included; and current funding is only \$10,000 short the other \$15,000 is for contingency.

VOTE:

YEA: Askin, Douthit, Knackstedt, Daniel, Sounart

NAY: Baisden

ABSENT: Gabriel

MOTION PASSED.

- 8. Resolution No. 2024-23** - Authorizing the City Manager to Execute a Lease of Airport Reserve Lands Between the City of Kenai and D & M Land Company, Limited Liability Corporation for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5. (Administration)

MOTION:

Council Member Baisden **MOVED** to adopt Resolution No. 2024-23. Council Member Douthit **SECONDED** the motion.

Vice Mayor Knackstedt opened the floor for public comment.

Duane Bannock representing D & M Land Company addressed the Council regarding the legal requirements being met for this lease; and stated that the building for the lease associated with the next Resolution No. 2024-24 is in transit.

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

UNANIMOUS CONSENT was requested.

VOTE: Motion **APPROVED**, without objection.

- 9. Resolution No. 2024-24** - Authorizing the City Manager to Execute a Lease of Airport Reserve Lands Between the City of Kenai and Schilling Rentals, Limited Liability Corporation for Lot 5A, Block 1, FBO Subdivision 2018 Replat. (Administration)

MOTION:

Council Member Daniel **MOVED** to adopt Resolution No. 2024-24. Council Member Douthit **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: Motion **APPROVED**, without objection.

F. MINUTES

1. *Regular Meeting of May 15, 2024. (City Clerk)

G. UNFINISHED BUSINESS

1. **Resolution No. 2024-17** - Renaming Cook Inlet View Drive to Cook Inlet Drive. (Sounart) *[On 05/15/24 this item was referred to the Planning and Zoning Commission for recommendation to Council and postponed to 06/05/24.]*

[Clerk's Note: The motion to adopt Resolution No. 2024-17 was on the floor from the May 15, 2024 City Council Meeting.]

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

MOTION:

Council Member Sounart **MOVED** to amend Resolution No. 2024-17 as follows:

Fifth whereas clause to read, “adjacent property owners have provided written support to changing the street name to Cook Inlet Drive; and”

Seventh whereas clause to read, “the Planning and Zoning Commission during their May [22] 29, 2024 regular meeting recommended Council approve this resolution renaming Cook Inlet View Drive to Cook Inlet Drive; and”

Council Member Baisden **SECONDED** the motion to amend.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion **APPROVED**, without objection.

MOTION:

Council Member Sounart **MOVED** to postpone Resolution No. 2024-17 until the June 19, 2024 City Council Meeting. Council Member Askin **SECONDED** the motion to postpone.

UNANIMOUS CONSENT was requested on the motion to postpone.

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

H. NEW BUSINESS

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

Approved by the consent agenda.

2. ***Action/Approval** - Special Use Permit to Crowley Fuels, LLC for Use of 35,000 Square Feet of Apron Space at the Kenai Municipal Airport for Aviation Fueling. (Administration)

Approved by the consent agenda.

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)

Approved by the consent agenda.

4. ***Action/Approval** - Special Use Permit to Everts Air Fuel, Inc. for Use of 30,000 Square Feet of Apron Space at the Kenai Municipal Airport Aircraft Parking. (Administration)

Approved by the consent agenda.

5. ***Action/Approval** - Fourth Amendment to Agreement for Janitorial Services with Reborn Again Janitorial Service at the Kenai Municipal Airport. (Administration)

Approved by the consent agenda.

6. ***Action/Approval** - Special Use Permit to Kenai Aviation Operations, LLC. for Use of 2,714 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Parking. (Administration)

Approved by the consent agenda.

7. ***Action/Approval** - Special Use Permit to United Parcel Service Co., Inc. for Use of 4,000 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Loading and Parking. (Administration)

Approved by the consent agenda.

8. ***Action/Approval** - Confirmation of Mayoral Nomination for a Partial Term Appointment of Joshua Belter to the Airport Commission. (Gabriel)

Approved by the consent agenda.

9. ***Action/Approval** - Confirmation of Mayoral Nomination for a Partial Term Appointment of Samantha Springer to the Beautification Committee. (Gabriel)

Approved by the consent agenda.

10. ***Ordinance No. 3421-2023** - Increasing Estimated Revenues and Appropriation in the Kenai City Airport Snow Removal Equipment, Visitor Center, and Public Safety 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 19, 2024.

11. ***Ordinance No. 3422-2023** - Increasing Estimated Revenues and Appropriations in the General Fund and Public Safety Capital Project Fund for Cost in Excess of Projected Budgeted Amounts for Fire Department Flooring Replacement Phase 2. (Administration)

Introduced by the consent agenda and Public Hearing set for June 19, 2024.

12. ***Ordinance No. 3423-2023** - Increasing Estimated Revenues and Appropriations in the General Fund and Personal Use Fishery Fund for Annual Transfer from Personal Use Fishery Fund to the General Fund for Non-Departmental Expenses. (Administration)

Introduced by the consent agenda and Public Hearing set for June 19, 2024.

13. **Action/Approval** - Airport Commission 2024 Work Plan. (City Clerk)

MOTION:

Council Member Askin **MOVED** to approve the Airport Commission 2024 Work Plan. Council Member Douthit **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

VOTE: Motion **APPROVED**, without objection.

14. **Action/Approval** - Beautification Committee 2024 Work Plan. (City Clerk)

MOTION:

Council Member Daniel **MOVED** approve the Beautification Committee 2024 Work Plan. Council Member Douthit **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

VOTE: Motion **APPROVED**, without objection.

15. **Discussion** - Scheduling a Joint Work Session with the Planning and Zoning Commission on the Comprehensive Safety Action Plan (CSAP)

A Joint Work Session with the Planning and Zoning Commission was scheduled for June 19, 2024 at 4:30 p.m.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging

No report, next meeting June 13, 2024.

2. Airport Commission

No report, next meeting June 13, 2024.

3. Harbor Commission

No report, next meeting cancelled.

4. Parks and Recreation Commission

No report, next meeting June 6, 2024.

5. Planning and Zoning Commission

Council Member Douthit reported on the May 29, 2024 meeting.

6. Beautification Committee

No report, next meeting September 10, 2024.

J. REPORT OF THE MAYOR

Vice Mayor Knackstedt reported on the following:

- Attending the Ribbon Cutting Ceremony for 5150 Audio.

K. ADMINISTRATION REPORTS

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

- June 10, 2024 at 9:00 a.m. Bluff Stabilization Project Ribbon Cutting Ceremony.
- June 10, 2024 at 2:00 p.m. Swearing in of new Police Officer Jonathyn Saravia.
- June 8, 2024 is the Kenai Peninsula Air Fair.
- June 15, 2024 is the Kite Festival.
- Welcomed the new City Building Official Joe Fisher.
- Animal Control Officer Kris Giordano accepted the promotion to Chief Animal Control Officer.
- Fire Chief interviews are being conducted.
- Recruiting for two Senior Center part time drivers.
- Property owner from Toyon Way requested an easement for installation of a retaining wall.
- June 19, 2024 City Council meeting will include a presentation on the Leakage Study Report from Volaire, the Airport Commission will be invited to attend.
- Thanked staff for their work on the FY2025 Annual Budget

2. City Attorney – City Attorney Bloom reported on the following:

- Provided a summary report on Minor Offense Citations

3. City Clerk – City Clerk Saner reported on the following:

- Thanked the Council for the opportunity to attend the International Institute of Municipal Clerks Conference in Calgary Canada.

L. ADDITIONAL PUBLIC COMMENTS

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

Council Member Douthit noted that the Division of Elections new office at the Kenai Mall was now open.

Council Member Sounart noted that Council Member Askin would be covering for her at the Parks and Recreation Commission meeting so she could rehearse with the Kenai Peninsula Orchestra who are back together and doing summer concerts.

Council Member Askin thanked the administration and staff for all the great work on the budget; and thanked Parks and Recreation Director Best for helping with the amendments to the fee scheduled.

Council Member Daniel thanked the administration and staff for the work on the budget.

Council Member Baisden reported that Kenai Central High School won five individual titles at the Division II State Invitational Track and Field; the Girls Soccer Team won State; and Coach Verkuilen is retiring after coaching for 25-years.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 8:53 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of June 5, 2024.

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 shall be cast in the rotation of the official council vote and shall not affect the outcome of the official council vote. Advisory votes shall be recorded in the minutes. A student representative may not move or second items during a council meeting.*

Sponsored by: Sounart



**CITY OF KENAI
RESOLUTION NO. 2024-17**

A RESOLUTION RENAMING COOK INLET VIEW DRIVE TO COOK INLET DRIVE.

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, there has been an increase in complaints over the years that the existing street name, Cook Inlet View Drive, suggests the road has a scenic view, which has resulted in visitors, tourists, motorhomes, and tour buses/vans driving through the residential neighborhood and on the unimproved dead-end street that leads to the edge of the bluff; and,

WHEREAS, the removal of “view” from Cook Inlet View Drive would deter visitors, tourists, motorhomes, and tour buses/vans from driving through the residential neighborhood and lingering at the edge of the bluff; and,

WHEREAS, the KPB Planning Department has no objection to renaming Cook Inlet View Drive to Cook Inlet Drive; and,

WHEREAS, adjacent property owners have provided written support to changing the street name to Cook Inlet Drive; and,

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

WHEREAS, the Planning and Zoning Commission during their May 29, 2024 regular meeting recommended Council approve this resolution renaming Cook Inlet View Drive to Cook Inlet Drive; and,

WHEREAS, it is in the best interest of the City of Kenai to rename the street to protect the residential neighborhood from increased tourist traffic and activities.

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

Section 1. That Cook Inlet View Drive in the City of Kenai is renamed as Cook Inlet Drive.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 19TH DAY OF JUNE, 2024.

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: Deborah Sounart, Council Member

DATE: May 9, 2024

SUBJECT: **Resolution No. 2024-17 – Street Renaming of Cook Inlet View Drive to Cook Inlet Drive**

This resolution seeks to change the street name of Cook Inlet View Drive to Cook Inlet Drive. There has been an increase in complaints over the years that the existing street name, Cook Inlet View Drive, suggests the road has a scenic view, which has resulted in visitors, tourists, motorhomes, and tour buses/vans driving through the residential neighborhood and on the unimproved dead-end street, known as 1st NW that leads to the edge of the bluff. The removal of “view” from Cook Inlet View Drive would these deter visitors and tourists from driving down through the residential neighborhood on an already busy street and lingering at the edge of the dangerously eroding bluff.

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 May 22, 2024.

With staff’s recommendations, all property owners along Cook Inlet View Drive 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
Aerial Map



Resolution No. 2024-17

Street Renaming

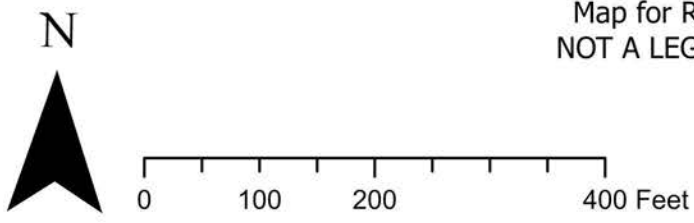
Cook Inlet View Drive to Cook Inlet Drive



Kenai Peninsula Borough, State of Alaska. © OpenStreetMap contributors, Imagery © Mapbox

Map for Reference Only
NOT A LEGAL DOCUMENT

Date Printed: 5/9/2024



Linda Mitchell

From: Valerie Williams <vaheath@hotmail.com>
Sent: Thursday, May 23, 2024 2:30 PM
To: Planning Department
Subject: Cook Inlet view drive to Cook Inlet drive comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I live on wells way, at the end of Cook Inlet view drive. I have so appreciated the concrete barriers and signs placed at the end of Cook Inlet view drive. It has made a big difference! We still have people going down the bluff with ropes, but it has cut it down dramatically. It has also seemed to stop the parties that used to be common place.

I believe that changing the name of the road will also help keep people from thinking this is a viewpoint. Changing the big green road signs on the spur leaving out the word "view" would make a big difference.

Another thing that would help is having a sign beyond the concrete barriers that just says "keep off the bluff", or maybe something about no trespassing, erosion control in process. Many people climb down the bluff on ropes not only causing erosion to city property and my property but it is dangerous and a safety hazard that could cause a serious injury.

Thank you so much for everything you have done about this issue. It has been appreciated.

Valerie and Wister Williams
1105 Wells Way

From: Timothy Cole <timberprints@gmail.com>
Sent: Monday, May 27, 2024 3:08 PM
To: Planning Department
Subject: Resolution 2024-17 Testimony, Timothy Cole

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Kenai Planning and Zoning Commission,

I'm writing to you to offer testimony concerning Resolution 2024-17 concerning the change of the street name from Cook Inlet View Drive to Cook Inlet Drive; omitting the word view.

I am in favor of this resolution. I live and own property on this street and I feel that the word "view" when left in the street name invites unnecessary traffic into our neighborhood. I feel this is most evident in the summertime when many large RVs enter the neighborhood and drive to the end of the road expecting a traditional viewpoint with an established parking area, etc. Instead they find themselves at the end of a road intersecting with the dead-end street Wells Way and with limited room to turn their often rented RV around. They rarely park the RVs and get out to enjoy the view but rather they too must feel this is not a viewpoint and that they are congesting a neighborhood.

This neighborhood does have children at play present in all seasons and I feel that changing the name and signage of the street to Cook Inlet Drive will decrease the amount of traffic experienced in the neighborhood and will improve safety for our residents, especially the children. Additionally, it's one less word to fit on all the paperwork where we list our address.

I kindly thank you for considering my comments on this resolution.

Sincerely,
Timothy Cole
Kenai Resident
2907 Cook Inlet View Drive

Linda Mitchell

From: Roxanne Colyer <roxanne@colyerart.com>
Sent: Tuesday, May 28, 2024 5:48 PM
To: Planning Department
Subject: RE: Proposed Resolution 2024-17

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I fully support and encourage the proposed name change of Cook Inlet [View] Drive to Cook Inlet Drive.

Why?

- 1) The name change will not interfere to any extent with existing mail addresses.
- 2) Removing the word "View" from the street name will hopefully discourage a percentage of speeding tourists/dip netters who assume beach access and have little to no respect for the children who feel safe enough to play in their neighborhood or respect the surrounding personal properties.
- 3) The word "view" implies a point of access where no safe or legal access exists. The Jersey barriers are already breached by four wheelers. The bluff continues to erode as the site is used by persons seeking beach access (DOT???) employees staying at the B&B were the latest.)
- 4) The local Police force and Fish and Game capacities are stretched in June and July. Posting a large, visible "No Beach Access" sign on the Spur and removing "view" from the street signs may reduce the number of incidents and take some of the pressure off local authorities.

If you have questions please contact me. roxanne@colyerart.com

PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: JUNE 19, 2024

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	114,543.32
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	104,165.32

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 9, 2024

SUBJECT: **Action/Approval – Special Use Permit to the State of Alaska, Division of Forestry for use of 30,000 square feet of apron space at the Kenai Municipal Airport**

The State of Alaska, Division of Forestry is requesting a Special Use Permit for approximately 30,000 square feet for aircraft loading and parking related to firefighting activities. The Special Use Permit will be effective from May 1, 2024 through July 31, 2024.

The Division of Forestry has submitted the Special Use Permit application and paid the fee. They are current in all fees owed to the City and a current Certificate of Insurance is on file.

The Airport Commission reviewed the application at their regularly scheduled meeting on June 13th, and recommended approval.

Your support for a Special Use Permit to the State of Alaska, Division of Forestry is respectfully requested.

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES/DIVISION OF FORESTRY** (Permittee), whose address is 550 W. Seventh Avenue, Suite 1450, Anchorage, AK 99501-3566, a Special Use Permit to conduct aeronautical and/or aviation-related activities 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 30,000 square feet as described in the attached diagram shown in the attached Exhibit A for the uses identified in this Permit.

2. Term. The term of this Permit shall be for three months commencing on May 1, 2024, and ending on July 31, 2024. Regardless of the date of signature, this Permit shall be effective as of May 1, 2024.

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 plus applicable sales tax as follows:

May - June	\$1,525.00 (\$0.61/SF/Year)
July	\$1,600.00 (\$0.64/SF/Year)

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 10% per annum, and penalty of 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 coordinate all activities on the Airport with Airport Management, or a designated representative, and shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee.

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 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 May 1, 2024. The effective date of the insurance shall be no later than May 1, 2024.

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 personalty of Permittee or of its customers.

21. Termination; Default. This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than 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 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 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 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 consecutive weeks not more than 30 days nor less than seven days before the time of the auction.

CITY OF KENAI

SOA DNR, DIVISION OF FORESTRY

By: _____
Terry Eubank Date
City Manager

By: _____
Michael Burkhead Date
Procurement Specialist,
Division of Forestry

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, 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 _____, 2024, the foregoing instrument was acknowledged before me by Michael Burkhead, Procurement Specialist, DNR/Division of Forestry, on behalf of the State of Alaska.

Notary Public for Alaska
My Commission Expires: _____

APPROVED AS TO FORM:

Scott M. 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: June 9, 2024

SUBJECT: **Action/Approval – Special Use Permit to Echo Lake Meats for use of 20 square feet of terminal space at the Kenai Municipal Airport**

Echo Lake Meats is requesting a Special Use Permit for 20 square feet of Airport Terminal space for a vending machine that will sell meat sticks, jerky, and cheese spread. Echo Lake Meats has submitted the Special Use Application and paid the \$100 application fee. The Special Use Permit will be effective for 6 months, commencing on July 1, 2024 and ending on December 31, 2024.

The Airport Commission reviewed the application at their regularly scheduled meeting on June 13th, and recommended approval.

Your support for a Special Use Permit to Echo Lake Meats, LLC is respectfully requested.

SPECIAL USE PERMIT 2024

The CITY OF KENAI (City) grants to Erick Watkins with Echo Lake Meats, LLC (Permittee), whose address is P.O. Box 2536, Soldotna, AK 99669, a Special Use Permit (Permit) for a vending machine inside the Kenai Municipal Airport terminal building subject to the requirements and the conditions set forth below.

- 1. Premises.** Permittee shall have the non-exclusive right to use an area in the terminal approximately 5 feet by 4 feet in size (20 SF)
- 2. Term.** The term of this Permit shall be for 6 months commencing on July 1, 2024 and ending on December 31, 2024. Regardless of the date of signature, this Permit shall be effective as of July 1, 2024.
- 3. Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit: In-terminal Concession Certified Activity Report attached. (Exhibit B)

The semi-annual fee for this permit is \$535.00 (\$53.50/SF/Year) plus applicable sales tax.

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. Failure to timely make the payment is grounds for termination of this Permit.

- 4. Use.** The use of the Premises by Permittee is for the purpose of placing a vending kiosk to sell meat and cheese products.

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.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, their 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. 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 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, 2024. The effective date of the insurance shall be no later than July 1, 2024.

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. Personal Property. 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 per day. The City is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

19. Termination; Default. This Permit may be terminated by either party hereto by giving fourteen (14) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than fourteen (14) days, to protect public health and safety or due to a failure of Permittee to comply with conditions or terms 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.

20. Definitions. As used in this Permit, “Permittee” means Erik Watkins with Echo Lake Meats LLC, and where the context reasonably indicates, its officers, agents, and employees. “Airport” means the Kenai Municipal Airport.

18. Janitorial and Cleaning Services. Permittee will provide, at its own expense, the day-to-day janitorial cleaning services and supplies necessary to maintain the premises in a clean, neat, and sanitary condition.

19. Security. Permittee will adhere to all applicable responsibilities of the federal airport security program set out in Federal Aviation Regulations Part 107 and the Airport Master Security Program. Permittee will procure any required identification badges should it be necessary to access the premises or Permittee’s operations authorized under this Permit.

20. Smoking. Neither the Permittee employees, nor customers may smoke in or around the terminal except in designated smoking areas.

21. Employee Parking. Employees may use non-exclusive employee vehicle parking spaces at no charge. All employees must register their vehicle(s) in the Airport Manager’s office to receive a vehicle-parking permit to park while on the job. Permittee shall be held accountable for Permittee’s employees’ use of designated vehicle parking facilities and assure that employees comply with all Airport directives.

22. Signs. Permittee may, after consent by the Airport Manager, install signs at its premises identifying its business. Permittee will request the Airport Manager’s advance written approval before installation of any signage.

CITY OF KENAI

By: _____
Terry Eubank Date

Erik Watkins, Echo Lake Meats, LLC

By: _____
Erik Watkins Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, 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 _____, 2024, the foregoing instrument was acknowledged before me by Erik Watkins, Owner, Echo Lake Meats, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

DRAFT



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 10, 2024

SUBJECT: **Action/Approval – Special Use Permit to Kenai Aviation Operations, LLC for use of 1200 square feet of apron space at the Kenai Municipal Airport**

Kenai Aviation Operations, LLC. is requesting a Special Use Permit for 1,200 square feet for shipping of fish boxes. Kenai Aviation Operations, LLC has submitted the Special Use Application and paid the \$100 application fee. The Special Use Permit will be effective June 20, 2024 – September 20, 2024.

Airport Commission reviewed the request at the June 13, 2024 Commission meeting and recommends Council approval.

Your support for a Special Use Permit to Kenai Aviation Operations, LLC is respectfully requested.

Attachments- SUP

SPECIAL USE PERMIT

The CITY OF KENAI (City) grants to Kenai Aviation Operations LLC (Permittee), whose address is 101 N Willow Street, Kenai, AK 99611, a Special Use Permit to conduct aeronautical and/or aviation-related activities 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 1200 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 three months commencing on June 20, 2024 and ending on September 20, 2024. Regardless of the date of signature, this Permit shall be effective as of June 20, 2024.
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 plus applicable sales tax as follows:
\$64.00 (\$0.64 per square foot/per year)
 - 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):

Shipping fish boxes by aircraft. **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 June 20, 2024. The effective date of the insurance shall be no later than June 20, 2024.

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. Fuel Spill Prevention and Response Plan. Areas of the Apron have been seal coated to protect asphalt from adverse effects of petroleum product spills. The City requires that Permittee provide adequate absorbent materials and tools available on the Premises and at the airport in order to maintain a fuel spill and response capability. Permittee shall be liable for any damage caused by and costs associated with any spill, the cleanup of any spill, or the discharge of petroleum products or hazardous materials due to Permittee's use of the Apron and/or use of the Airport.

Permittee shall provide to City an acceptable fuel spill prevention and response plan and will maintain fuel spill and response capability. Permittee further agrees to have a copy of the fuel spill prevention and response plan located in the Permittee's fuel dispensing equipment at all times. Permittee must comply with the Airport's Storm Water Pollution Prevention Plan as appropriate to Permittee's activities.

Permittee shall not store any personal property, solid waste, petroleum products, Hazardous Material as defined by 14 CFR § 171.8, hazardous waste (ignitable, corrosive, reactive, or toxic) or any hazardous substance on any portion of the Airport. Permittee is aware that there are significant penalties for improperly disposing of the Hazardous Materials and other waste and for submitting false information regarding Hazardous Materials, including the possibility of fine and imprisonment for knowing violations.

Permittee shall immediately remove the material in the event of spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement or surface in or on any area of the Airport.

Permittee may not construct or install any above-ground or underground fuel storage tanks or dispensing systems at the Airport.

No person shall smoke on an aircraft-parking ramp, inside an aircraft hangar, or within fifty feet (50') of any aircraft fuel facility or fuel truck.

Permittee is subject to FAA Advisory Circular 150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports, the National Fire Protection Associations' "Standard for Aircraft Fueling Servicing" in NFPA 407 (1996 version), and the current version of the International Fire Codes. All inspections of fuel facilities, by City or other regulating entities to which Permittee is subject, shall be conducted to assure compliance with the fire safety practices listed in these referenced documents.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Definitions. As used in this Permit, "Permittee" means Kenai Aviation and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Linda Mitchell, Planning Director

FROM: Brandon McElrea, Planning Technician

DATE: June 6, 2024

SUBJECT: **Action/Approval – Special Use Permit to Weaver Brothers, Inc. for Truck and Trailer Storage**

James C. Doyle, Individually, d/b/a Weaver Brothers, Inc. has requested a Special Use Permit (SUP) for truck and trailer storage on several city-owned parcels (see Exhibits A & B). Weaver Brothers, Inc. has a SUP for truck and trailer storage set to expire on June 20, 2024. Weaver Brothers, Inc. has been storing trucks and trailers at 400, 415, 425, 435 Coral Street and 700 First Avenue under a SUP since June 2020. The other portion located at 410 and 420 Coral Street has been operating under a SUP since 2023 but previously operated under a lease since 1984.

The Coral Street Airport Zone of the City was most recently appraised at a rate of \$0.50 per square foot. The total square footage of the combined area is 162,982 square feet (3.74 acres). The annual permit fee will be \$7,156.51 and includes the Consumer Price Index (CPI) adjustments to date. The indicated lot area is based on the recorded plats with the exception of the portions, which used the calculated areas in the survey dated 8/17/2020 (Exhibit B).

Below is a breakdown of the calculations by parcel.

Address	Legal Description	Parcel ID	Acres	Square Footage (SF)
400 Coral Street	Portion of Tract C-1, Gusty Sub No. 7	4327034	0.09	3,754
410 Coral Street	Tract A of Gusty Sub No. 3	4327021	1.38	60,113
415 Coral Street	Lot 3, Block 3 Gusty Sub No. 4	4327032	0.86	37,500
420 Coral Street	Tract B of Gusty Sub No. 6 Amended	4327035	0.37	15,924
425 Coral Street	Lot 2, Block 3 Gusty Sub No. 4	4327031	0.46	20,000
435 Coral Street	Lot 1, Block 3 Gusty Sub No. 4	4327030	0.23	10,050
700 First venue	Portion of Lot 4, Block 2 Gusty Sub Addition No. 1 Amended	4327036	0.36	15,641
		Total	3.74	162,982

$$\begin{aligned} \text{Permit Fee} &= (8\% \text{ of Market Rate}) (\text{Appraised Rate}) (\text{SF}) (\text{CPI}) \\ &= (8\%) (\$0.50) (162,982 \text{ SF}) (2022 \text{ CPI } 8.11\%) (2023 \text{ CPI } 1.54\%) \\ &= \mathbf{\$7,156.51} \end{aligned}$$

The SUP is requested for one-year from June 21, 2024 to June 20, 2025. Weaver Brothers, Inc. is in compliance with their current SUP. The proposed SUP meets the intent of Chapter 21.10 *Leasing and Acquisition of Airport Reserve Lands, Section .025 Special Use Permits* in parking and temporary cargo staging and handling. There are no permanent improvements on the premises.

The parcels and portions of parcels are within the Airport Light Industrial (ALI) Zone, Airport Reserve, and Runway Protection Zone (RPZ). Pursuant to the requirements of the Federal Aviation Administration, the City would reserve the right to cancel this SUP with a 90-day notice.

If the City Council approves the Special Use Permit, the City Manager will be authorized to execute the Special Use Permit Agreement for truck and trailer storage for 12 months to Weaver Brothers, Inc.

Thank you for your consideration.

Attachment

Application

Exhibit A – Map of subject Parcels

Exhibit B – Map of Portions of Parcels





**City of Kenai
Special Use Permit
Application**

Application Date: **5/31/2024**

Applicant Information

Name of Applicant:	Weaver Bros., Inc.						
Mailing Address:	PO Box 2229	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: (907) 283-7957		Work/ Message Phone: (907) 283-7957				
E-mail: (Optional)	kathys@wbialaska.com						
Name to Appear on Permit:	Weaver Bros., Inc.						
Mailing Address:	PO Box 2229	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: (907) 283-7957		Work/ Message Phone: (907) 283-7957				
E-mail: (Optional)	kathys@wbialaska.com						
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:
Gusty Sub No. 4 Lot 1 and 2 and 3 Block 3. And Tract A, Gusty Subdivision No. 3 and Tract B, Gusty Subdivision No. 6

Description of the proposed business or activity intended: **Truck and Trailer Storage**

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? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? **One Year**

Requested Starting Date: **June 21, 2024**

Signature:		Date:	6/3/2024
Print Name:	James C Doyle	Title:	President

For City Use Only:	Date Application Fee Received:	<u>6/3/24</u>
<input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land	City Council Action/Resolution:	_____
<input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	Account Number:	_____

PAID JUN 04 2024



EXHIBIT A
Special Use Permit (SUP)
Truck Trailer Storage
400, 410, 415, 420, 425, 435 Coral Street
and 700 First Avenue

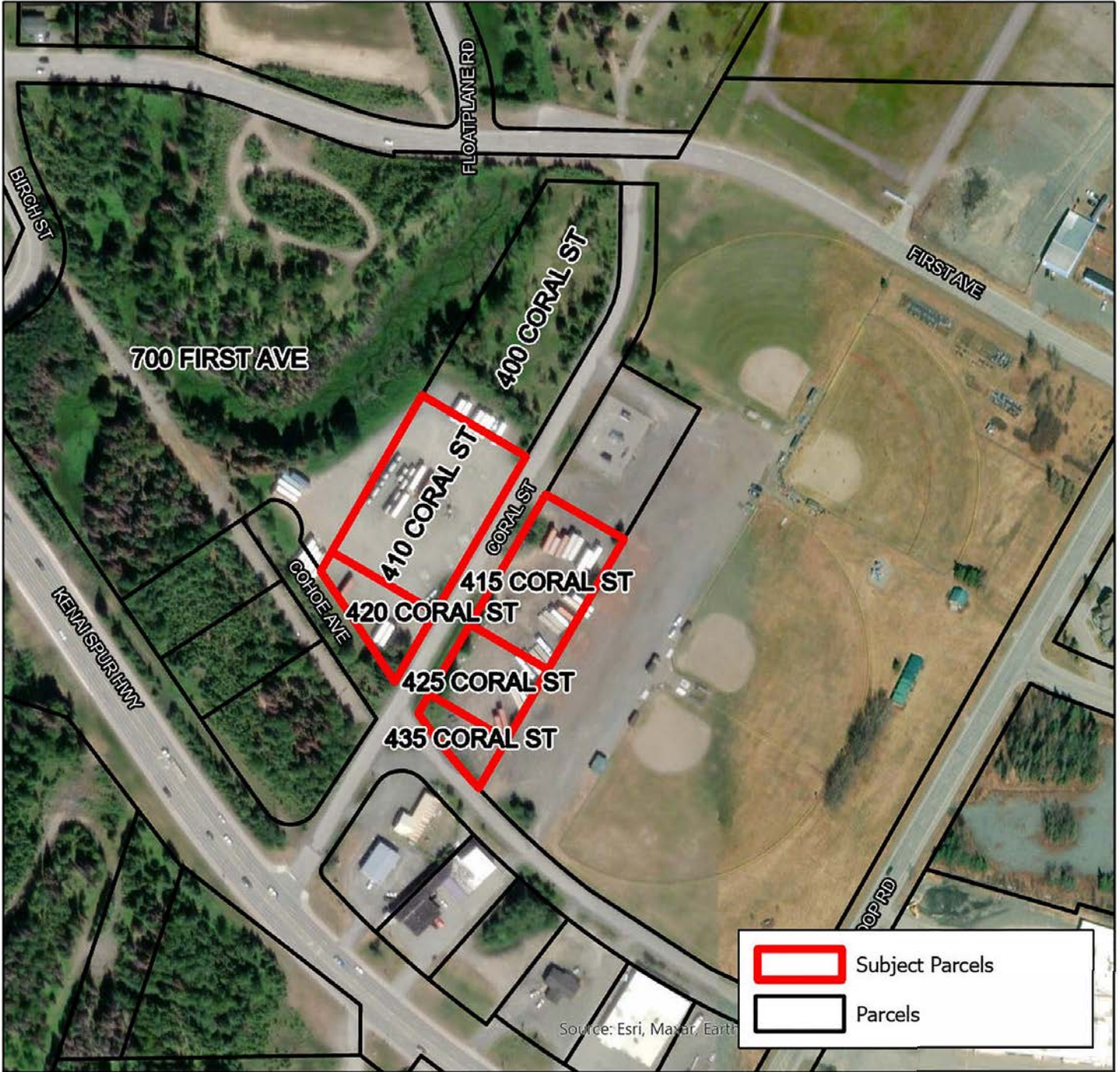
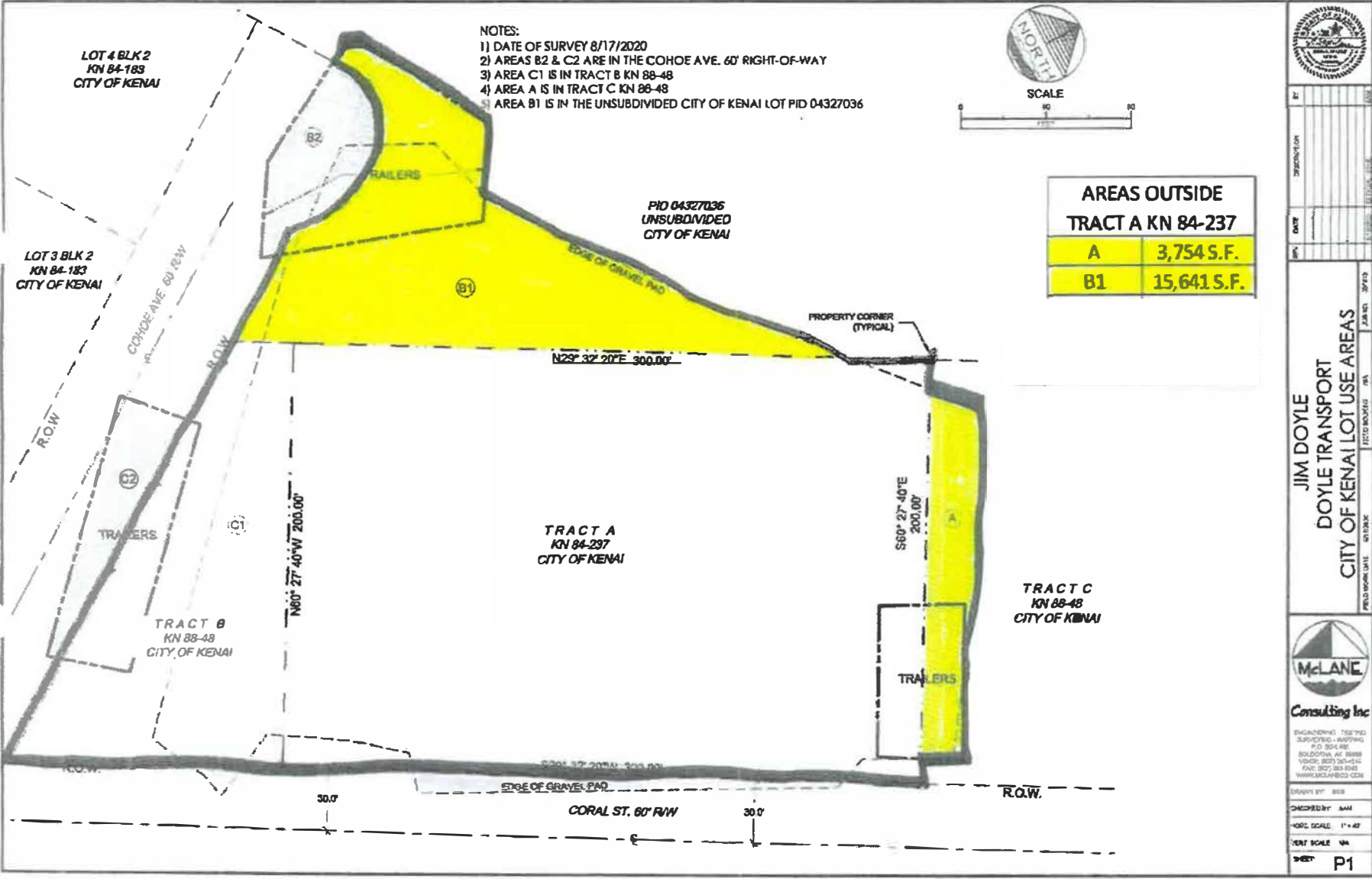


EXHIBIT B





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Linda Mitchell, Planning Director

FROM: Brandon McElrea, Planning Technician

DATE: June 6, 2024

SUBJECT: **Action/Approval – Special Use Permit for Kenai Chamber of Commerce and Visitor Center for the Moosemeat John Cabin**

The Kenai Chamber of Commerce and Visitor Center (KCCVC) has requested a Special Use Permit to use and operate the Moosemeat John Cabin located on approximately 10,000 square feet (100 feet x 100 feet) of Lot 1, Gusty Subdivision No. 8, where the KCCVC is located. Since 2013, the KCCVC has allowed the use of the Moosemeat John Cabin during the summer months by the Kenai Historical Society in conjunction with its operations in Old Town Kenai. The Kenai Chamber of Commerce operated on the premises from 1977 until 2012. In 2012, the Kenai Chamber of Commerce merged with the Kenai Convention and Visitor’s Bureau to form the new entity, “Kenai Chamber of Commerce and Visitor Center”.

A Special Use Permit (SUP) was granted for the use of the Moosemeat John Cabin for 12 months from July 31, 2023 to July 30, 2024. The KCCVC would like a SUP for the same use of the Moosemeat John Cabin from July 31, 2024 to July 30, 2025. The KCCVC complied with the terms of the SUP for the Moosemeat John Cabin for previous years of issuance.

If the City Council approves the Special Use Permit, the City Manager will be authorized to execute the Special Use Permit Agreement for the continued use of the cabin for 12 months to Kenai Chamber of Commerce and Visitor Center.

Thank you for your consideration.

Attachments

- Application
- Aerial Map



**City of Kenai
Special Use Permit
Application**

Application Date: **6/4/2024**

Applicant Information

Name of Applicant:	Kenai Chamber of Commerce & Visitor Center						
Mailing Address:	11471 Kenai Spur Hwy	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 9072831991				
E-mail: (Optional)	info@kenaichamber.org						
Name to Appear on Permit:	Kenai Chamber of Commerce & Visitor Center						
Mailing Address:	11471 Kenai Spur Hwy	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 9072831991				
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:
Southeast 100'x100' portion of lot 1, Gusty Subdivision, Addition No. 8

Description of the proposed business or activity intended: Moose Meat John Cabin

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? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? July 30, 2024- July 30, 2025

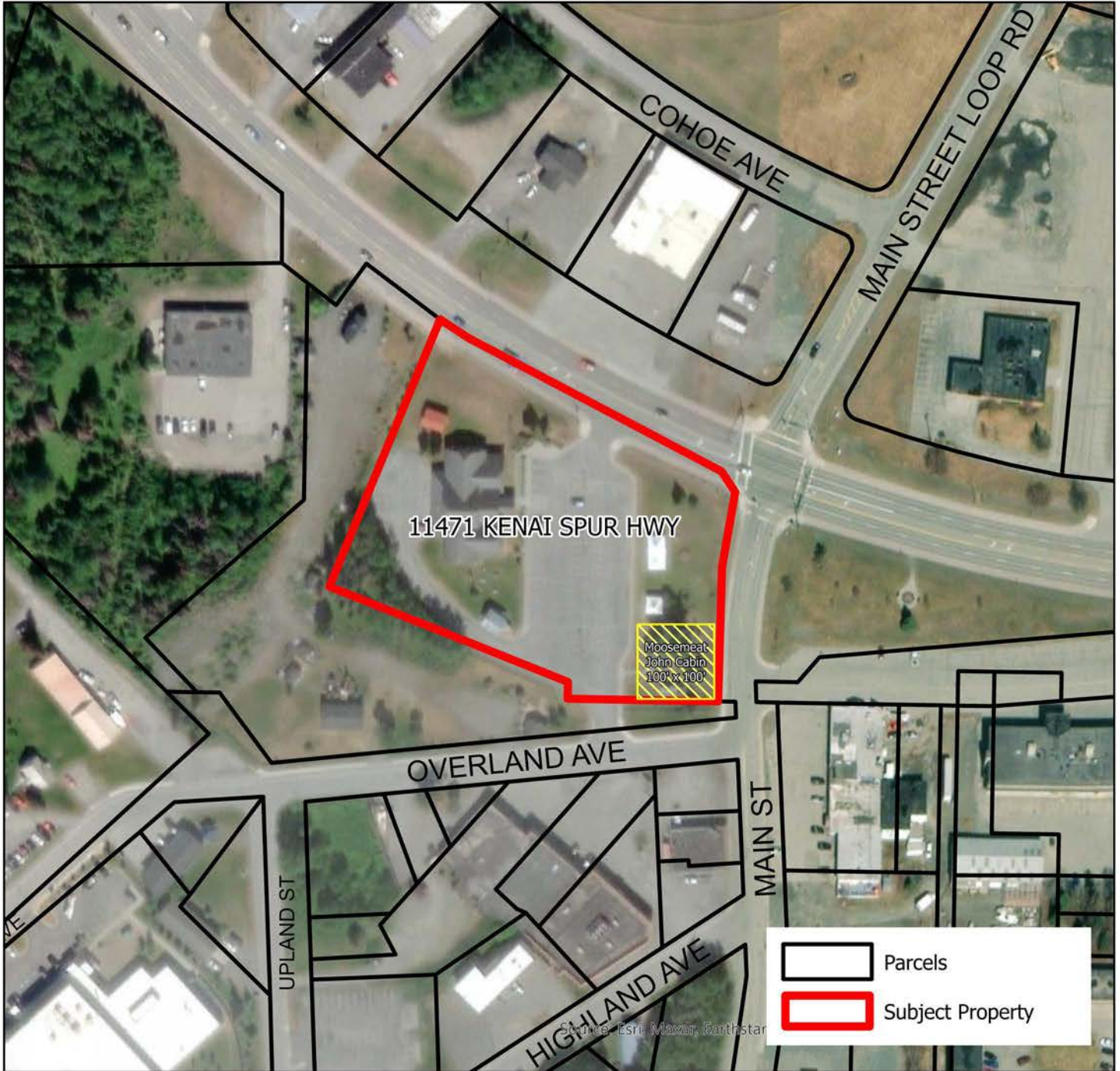
Requested Starting Date: July 30, 2024

Signature:		Date:	6/4/24
Print Name:	Samantha Springer	Title:	Executive Director

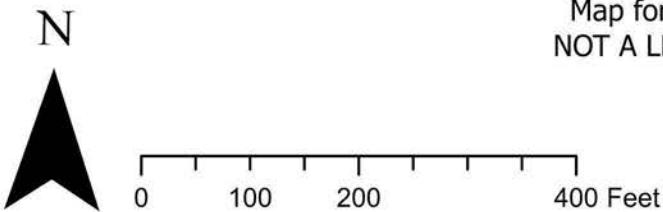
For City Use Only: <input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land <input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	Date Application Fee Received: _____ City Council Action/Resolution: _____ Account Number: _____
---	--



Special Use Permit - KCCVC
Moosemeat John Cabin
Portion of Lot 1, Gusty Subd. No. 8
11471 Kenai Spur Hwy
KPB Parcel ID: 04716005



Map for Reference Only
NOT A LEGAL DOCUMENT





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Linda Mitchell, Planning Director

FROM: Brandon McElrea, Planning Technician

DATE: June 6, 2024

SUBJECT: **Action/Approval – Special Use Permit for Shane Morgan for Sheet Pile Storage**

Shane Morgan has requested a Special Use Permit (SUP) of an approximately 1,400 square foot portion of the City owned parcel described as Tract B, Kenai Bluff Stabilization Subdivision for sheet piling storage. The purpose of the sheet piling storage is to stage the sheet pile for the installation of a seawall, in an attempt to minimize the eroding bluff. The storage of the sheet pile will be adjacent to the applicant's property and the following properties, described as Lots 9-12A, Block 6, of Redoubt Terrace Subdivision Addition No. 3. The approximate storage location and area are shown on Exhibits A & B, provided by the applicant.

In the interest of preserving the stability of the eroding bluff, as well as the short term of requested use, the City and the applicant have agreed that the City will collect no fees from the proposed SUP. During the transportation of the sheet piling, the applicant has agreed to not disturb the protected vegetated dunes. While the sheet piling is being stored, the applicant has agreed to erect a barrier surrounding the storage area for public safety.

The requested term is three (3) months twenty-nine (29) days, from July 3, 2024 to November 1, 2024, during which time the sheet piling will be installed. Pursuant to Kenai Municipal Code Section 22.05.130 *Special Use Permits*, the proposed use is compatible with the Conservation Zone intent *to preserve open areas and watersheds*. The only improvements on the premises are other installed seawalls and this is strictly limited to temporary storage.

The subject parcel encompasses 7.8 acres along the north beach near the City water treatment plant and is zoned Conservation (C). It is comprised of steep bluff, beach sand dunes, and beach. Access is possible from the stairs at the end of South Forest Drive, as well as from the beach. The applicant will be required to coordinate with the City to ensure no disruption affects City functions and operations.

If the City Council approves the Special Use Permit, the City Manager will be authorized to execute the Special Use Permit Agreement for sheet piling storage for three (3) months twenty-nine (29) days to Shane Morgan.

Thank you for your consideration.

Attachments

Application

Exhibit A – Map of Proposed Area of Use

Exhibit B – Plat Map with Proposed Area of Use





City of Kenai Special Use Permit Application

Application Date: 6/6/2024

Applicant Information

Name of Applicant:	Shane Morgan						
Mailing Address:	PO Box 1101	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: () 907-9539-265		Work/ Message Phone: ()				
E-mail: (Optional)	joynshane@mac.com						
Name to Appear on Permit:	Shane Morgan						
Mailing Address:	PO Box 1101	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: () 907-953-9265		Work/ Message Phone: ()				
E-mail: (Optional)	joynshane@mac.com						
Type of Applicant:	<input checked="" type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input 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: Tract B, Kenai Bluff Stabilization Subdivision, adjacent to Lots 9 thru 12, Redoubt Terrace Subdivision, Kenai, AK

Description of the proposed business or activity intended: Storage of sheet piling for installation of seawall in same location.

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? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? 6 months

Requested Starting Date: 6/20/2024

Signature:		Date:	6/6/24
Print Name:	SHANE MORGAN	Title:	

For City Use Only:	Date Application Fee Received:
<input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land	City Council Action/Resolution: _____
<input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	Account Number: _____



**KENAI AIRPORT COMMISSION – REGULAR MEETING
MAY 9, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR GLENDA FEEKEN, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Airport Commission was held on May 9, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Glenda Feeken, Chair
James Bielefeld
James Zirul

Paul Minelga, Vice Chair
Jacob Caldwell
Daniel Knesek

A quorum was present.

Also in attendance were:

Derek Ables, Airport Manager
Sarah Conley, Airport Administrative Assistant
Shellie Saner, City Clerk
Scott Bloom, City Attorney
Deborah Sounart, City Council Member

3. Agenda Approval

Chair Feeken noted that staff had requested items F.5. and F.6. be moved to the front of New Business on the agenda, along with the following additions to the packet:

Add Item F.11

Discussion/Recommendation – Recommending Council Award a Special Use Permit to Kenai Aviation, LLC for 2,714 Square Feet of Apron Space for Aircraft Parking.

- Memo
- Application
- Exhibit A
- Special Use Permit

MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda as revised. Vice Chair Minelga **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS

1. Scott Bloom, Contracts – Leases and Special Use Permits

City Attorney Bloom gave a presentation on the City's standard contract forms for leases and special use permits on airport land.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. April 4, 2024

MOTION:

Vice Chair Minelga **MOVED** to approve the April 4, 2024 Airport Commission minutes. Commissioner Bielefeld **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

5. **Discussion/Recommendation** – Recommending Council Approve a Lease of Airport Reserve Land for Property Described as Lot 5A, Block 1, FBO Subdivision 2018 Replat to Schilling Rentals, LLC.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council approve a lease of Airport Reserve Land to Schilling Rentals, LLC. Commissioner Zirul **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

6. **Discussion/Recommendation** – Recommending Council Approve a Lease of Airport Reserve Land for the Property Described as Lot 9A, Block 5, General Aviation Apron Subdivision No. 5 to D & M Land Company, LLC.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council approve a lease of Airport Reserve Land to D & M Land Company, LLC. Commissioner Zirul **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

1. **Discussion/Recommendation** - Recommendation to Council on Enactment of Ordinance No. 3415-2024 - Authorizing a Donation of Surplus Sand from the Kenai Municipal Airport to the Triumvirate Theatre for the Construction of a New Theatre.

MOTION:

Commissioner Caldwell **MOVED** to recommend City Council enact Ordinance No. 3415-2024. Commissioner Bielefeld **SECONDED** the motion.

Clarification was provided on why the sand was not suitable for use at the airport.

UNANIMOUS CONSENT was requested on the motion.

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

2. **Discussion/Recommendation** - Recommendation to Council on Enactment of Ordinance No. 3416-2024 - An Ordinance Repealing, Reenacting and Renaming Kenai Municipal Code Chapter 1.90 - Standard Procedures For Boards, Commissions and Committees, Enacting Chapter 1.95 - Standing Advisory Commissions, Repealing Chapters 11.10 - Harbor Commission, Chapter 19.05 Parks And Recreation Commission, Chapter 21.20 Airport Commission, Enacting Section 14.05.050 - Planning and Zoning Commission - Qualifications and Membership, and Approving Amendments to the Council on Aging Commission's By-Laws to Organize Streamline, and Improve the Efficiency of the City's Standing Commissions.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council enact Ordinance No. 3416-2024. Commissioner Caldwell **SECONDED** the motion.

City Clerk Saner summarized the report as provided in the packet, noting that the proposed new code had substantial structural changes; however, the intent of the Commission's March recommendation remained in the new code. Further clarification was provided on designated seats for membership.

UNANIMOUS CONSENT was requested on the motion.

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

3. **Discussion/Recommendation** – Recommending Council Approve the Fourth Amendment, Extending the Reborn Again Janitorial Contract in the Airport Terminal for One Additional Year.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approve the Fourth Amendment to agreement for janitorial services with Reborn Again Janitorial. Commissioner Knesek **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

4. **Discussion/Recommendation** – Recommending Council Approve Airport Commission 2024 Annual Work Plan.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approval of Airport Commission 2024 Work Plan as discussed during the work session prior to the meeting. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Ables thanked the Commission for their work developing the plan. Support was expressed for moving forward with the work plan.

Vice Chair Minelga clarified that Goal #1 had been reworded so the language reflected the previous version.

UNANIMOUS CONSENT was requested on the motion.

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

7. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Crowley Fuels LLC for 35,000 Square Feet of Apron Space.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council award a Special Use Permit to Crowley Fuels LLC. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

8. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to United Parcel Service Co., Inc. for 4,000 Square Feet of Apron Space for Aircraft Loading and Parking.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approval of Award a Special Use Permit to United Parcel Service Co., Inc. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

9. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Empire Airlines, Inc. for 11,250 Square Feet of Apron Space for Aircraft Parking.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council award a Special Use Permit to Empire Airlines, Inc. Vice Chair Minelga **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

10. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Everts Air Fuel, Inc. for 30,000 Square Feet of Apron Space.

MOTION:

Commissioner Caldwell **MOVED** to recommend City Council award a Special Use Permit to Everts Air Fuel, Inc. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

11. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Kenai Aviation, LLC for 2,714 Square Feet of Apron Space for Aircraft Parking.

MOTION:

Commissioner Zirul **MOVED** to recommend City Council award a Special Use Permit to Kenai Aviation, LLC. Commissioner Knesek **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

Commissioner Caldwell clarified that he is one of the owners on this LLC and abstained from voting.

UNANIMOUS CONSENT was requested on the motion.

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

MOTION:

Commissioner Bielefeld **NOMINATED** Paul Minelga to attend the June 5, 2024 City Council Meeting for the purpose of representing the recommendation of the majority of the Airport Commission regarding the Airport Commission 2024 Work Plan. Commissioner Caldwell **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

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

G. REPORTS

1. Airport Manager – Airport Manager Ables gave a report from information provided in the packet.
2. Commission Chair – No report.
3. City Council Liaison – Council Member Sounart reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – June 13, 2024

J. COMMISSION QUESTIONS AND COMMENTS

Commissioner Daniel Knesek introduced himself and he was welcomed by the Commission.
Joshua Daily was thanked for his service to the Commission.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Airport Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 7:05 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of May 9, 2024.

Meghan Thibodeau
Deputy City Clerk

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MAY 29, 2024 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR PRO TEM JEFF TWAIT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on May 29, 2024, in City Hall Council Chambers, Kenai, AK. Commissioner Twait called the meeting to order at approximately 7:00 p.m.

As no presiding officer was present, an election of Chair Pro Tem was requested.

MOTION:

Commissioner Pettey **NOMINATED** Commissioner Twait to be Chair Pro Tem for the meeting.

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

1. Pledge of Allegiance

Chair Pro Tem Twait led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Jeff Twait	Diane Fikes
Glenese Pettey	Sonja Barbaza
Gwen Woodard	

A quorum was present.

Absent:

Joe Halstead, Chair	John Coston, Vice Chair
---------------------	-------------------------

Also in attendance were:

Linda Mitchell, Planning Director
 Alex Douthit, City Council Liaison
 Meghan Thibodeau, Deputy City Clerk

3. Approval of Agenda and Consent Agenda

Chair Pro Tem Twait noted the following additions to the Packet:

Add Item H. 1.	Action/Approval - Resolution No. 2024-17
	• Public Comments

MOTION:

Commissioner Woodard **MOVED** to approve the agenda and consent agenda with the requested revisions. Commissioner Pettey **SECONDED** the motion.

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

Chair Pro Tem Twait opened the floor for public comment on consent agenda items.

Council Member Deborah Sounart explained that she sponsored Council Resolution No. 2024-17 after hearing feedback from constituents in the affected area.

There being no one else 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 May 8, 2024

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS

- 1. **Resolution No. PZ2024-10** – Recommending Approval on Preliminary Plat – Thompson Park 2024 Replat for a Replat of Lots 14, 15, 16, and 17, Block 5 of Thompson Park Subdivision within the Suburban Residential (RS) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2024-10. Commissioner Pettey **SECONDED** the motion.

Director Mitchell gave a staff report as provided in the packet, and explained that the replat would merge four lots into two lots. Staff’s findings were reviewed, and it was noted that staff’s recommendation is approval.

Clarification was provided that the merged parcels would have one address each.

VOTE:

YEA: Pettey, Barbaza, Woodard, Twait, Fikes

NAY: None

ABSENT: Halstead, Coston

MOTION PASSED WITHOUT OBJECTION.

- 2. **Resolution No. PZ2024-11** – Recommending Approval on Preliminary Plat – Shoreline Heights 2014 Addition Phase 1 Bowlin Replat to Replat Lots 34 and 35 of Shoreline Heights 2014 Addition Phase 1 within the Rural Residential (RR) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2024-11. Commissioner Barbaza **SECONDED** the motion.

Director Mitchell gave a staff report as provided in the packet, and explained that the replat would merge two lots into one lot. Staff’s findings were reviewed, and it was noted that staff’s recommendation is approval.

Jason Young noted he was the applicant representing the land owners, and that he was available for questions.

VOTE:

YEA: Fikes, Twait, Woodard, Barbaza, Pettey

NAY: None

ABSENT: Halstead, Coston

MOTION PASSED WITHOUT OBJECTION.

F. PUBLIC HEARINGS

1. **Resolution No. PZ2024-12** – Granting a Conditional Use Permit Amendment for a Retail Marijuana Store Within the Existing Marijuana Cultivation Facility (PZ2021-44) on the Property Described as Lot 1 of Yragui Subdivision, Located at 8847 Kenai Spur Highway within the General Commercial (CG) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2024-12. Commissioner Pettey **SECONDED** the motion.

Director Mitchell presented her staff report with information provided in the packet, and explained that the applicant had requested an amendment to their conditional use permit (CUP) for a marijuana cultivation facility to allow for a portion of the facility to be used as a retail marijuana store. The criteria for CUPs were reviewed; it was noted that the existing CUP had previously received one complaint, which was researched by staff and AMCO and determined to be unfounded. Mitchell explained that the application met the CUP criteria and City staff recommends approval subject to the following condition:

1. Any development or use of the property shall comply with all applicable Federal, State of Alaska, and City regulations regardless of whether or not the requirements are listed as conditions for the approval of the Conditional Use Permit.

Nicholas Mann, applicant and current cultivation license holder, stated that he had not yet begun the AMCO application as he was waiting for CUP approval, and noted that he was open to questions.

In response to questions from the Commission, Mann clarified the hours and days of retail store operation; that he had changed his intent for the business to include retail after finding that standalone cultivation may not be profitable enough; that he had learned when applying for his cultivation facility license that the City's CUP process should be approved prior to AMCO's review process; AMCO security requirements; and that marijuana delivery was not currently legal. Director Mitchell explained the City's process for reviewing AMCO applications, and clarified that City code limits hours of retail operation, prohibits marijuana drive-through operations, and had recently been amended to expand noticing of marijuana establishments to a minimum of 30 neighboring property owners.

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

Clarification was provided that amending the CUP to include retail would not change parking requirements. Sign requirements and lighting were discussed, and it was noted that because this site may be challenging for signage and a variance may be needed in the future. Mitchell noted that she had received no feedback from neighboring properties.

VOTE:

YEA: Twait, Pettey, Fikes

NAY: Woodard, Barbaza

ABSENT: Halstead, Coston

MOTION PASSED.

Chair Pro Tem Twait noted the 15-day appeal period.

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS

1. **Action/Approval** – Resolution No. 2024-17 - Recommending Approval on the Street Renaming of Cook Inlet View Drive to Cook Inlet Drive.

Approved by the consent agenda.

2. **Action/Approval** – Approving the Transfer of a Conditional Use Permits PZ1989-06 for Guide Service, PZ1995-01 for Bed and Breakfast, and PZ2003-42 for Lodging on the Property Described as Lot 29, Block 1 of Anglers Acres Subdivision Part 2, Located at 1535 Angler Drive within the Rural Residential (RR) Zoning District.

MOTION:

Commissioner Fikes **MOVED** to approve the transfer of a Conditional Use Permits PZ1989-06, PZ1995-01 and PZ2003-42. Commissioner Woodard **SECONDED** the motion.

Director Mitchell presented her staff report with information provided in the packet; she reviewed the history of CUPs granted to the property and explained that the transfer would be within the family and would be operated in the same way as it had been since 2003.

Applicant Brittany Harding explained that she was the third generation within her family to operate this business, and noted that she was available for questions.

In response to questions from the Commission, Harding clarified plan for parking and traffic, and that occupants with RVs may be allowed on a case-by-case basis.

VOTE:

YEA: Barbaza, Pettey, Woodard, Fikes, Twait

NAY: None

ABSENT: Halstead, Coston

MOTION PASSED WITHOUT OBJECTION.

I. REPORTS

1. Planning Director – Planning Director Mitchell reported on the following:
 - Safe Streets for All Survey to close in 2 days.
 - New City Building Official starts June 3rd.
 - Several CUPs and plats are in process for upcoming meetings.
 - Reviewed KMC 14.05.025 Remote Electronic Participation at Planning and Zoning Commission Meetings, including what items a commissioner joining remotely can and cannot participate in and why.
 - Introduced Brandon McElrea, Planning Technician.
 - Storefront & Streetscape Improvement Grant period is closed, award letters to be issued within the week.
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 Douthit reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENT

Council Member Deborah Sounart commented on Resolution PZ2024-12, noting that there had been feedback and concerns about the applicant’s original CUP request for a marijuana cultivation facility.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: June 12, 2024

It was noted that Vice Chair Coston has already notified the Commission he would be out of town.

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Fikes noted that she appreciated Council Member Sounart’s testimony, but that she had voted in support despite personal concerns because she did not find adequate findings to oppose passage.

Commissioner Pettay requested that a discussion be added to the next meeting agenda to consider amending the start time of Planning & Zoning Meetings to 6:30 p.m.

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 8:13 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of May 29, 2024.



Meghan Thibodeau
Deputy City Clerk



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: June 9, 2024
SUBJECT: **Airport Mid-month Report May 2024**

TSA Security Inspection – The airport underwent its annual Transportation Security Inspection on May 8th. This comprehensive review included the following key activities:

Inspection and Updates of the Airport Security Plan: The existing Airport Security Plan was meticulously examined, and necessary updates were made to ensure it meets current security standards and regulations.

Perimeter Check: A thorough inspection of the airport’s perimeter was conducted to identify and address any potential security vulnerabilities.

Records Inspection: Various security-related records were scrutinized to ensure compliance with regulatory requirements and to verify that all security measures are properly documented.

Response Time Evaluation by KPD: The response times of the KPD were assessed to ensure they meet the required standards for prompt and effective action in case of security incidents.

Land Use Inspection- The FAA conducted a land use inspection at Kenai Municipal Airport to ensure compliance with federal regulations and grant assurances related to the proper utilization of airport property. This inspection focused on verifying adherence to grant terms, assessing safety and security standards, evaluating efficient land use for aviation purposes, reviewing lease and property management practices, and ensuring public accessibility.

Retirement- On May 30th the airport hosted a retirement party` for the Airport Operations Supervisor Jim Lackey celebrating his contributions and achievements. The event brought together colleagues, friends, and family to honor his dedication and service to the airport. It was a memorable occasion, filled with shared memories, and expressions of gratitude, reflecting the strong sense of community and camaraderie among the airport staff. We also welcomed Mike Beals into this role who has been an Airport Operations Specialist in Kenai.

Post-Season Snow and Ice Control Meeting- On May 7th the airport held its post season snow and ice control meeting. Stakeholders and employees were invited to come together to share their thoughts on the season. The meeting is a way to address concerns, talk about the successes, and make corrections for the next year.





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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubanks, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Kris Giordano, Animal Control Chief
DATE: June 4th, 2024
SUBJECT: **May 2024 Monthly Report**

This month the Kenai Animal Shelter took in **50** animals. Animal intake and disposition:

DOGS:				
	INTAKE	16	DISPOSITION	18
	Waiver	9	Adopted	5
	Stray	4	Euthanized	2
	Impound	1	Claimed	10
	Protective Custody	0	Field Release	1
	Quarantine	1	Transferred	1
	Other Intakes	0	Other Dispositions	0
CATS:				
	INTAKE	34	DISPOSITION	18
	Waiver	10	Adopted	13
	Stray	7	Euthanized	2
	Impound	0	Claimed	3
	Protective Custody	3	Field Release	0
	Quarantine	0	Transferred	0
	Other Intakes	0	Other Dispositions	0

OTHER ANIMALS:				
INTAKE	0	DISPOSITION	0	
Guinea Pig	0	Rabbit	0	
Rabbit	0	Bird	0	
Other	0	Guinea Pig	0	
DOA:	3	OTHER STATISTICS:		
Dog	1	Licenses (City of Kenai Dog Licenses)	22	
Cat	2	Rabies Clinic	41	
Rabbit	0			

- 3** Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 13** Field Investigations & patrols
- 14** Volunteer Hours Logged
- 1** Citations
- 0** Educational Outreach
- 0** Microchip

Total Animal Contacts:

- 30** Animals are *known* borough animals
- 39** Animals are *known* City of Kenai
- 4** Animals are *known* City of Soldotna
- 0** Animals are *unknown* location

Statistical Data:

- 164** 2022 YTD Intakes
- 231** 2023 YTD Intakes
- 198** 2024 YTD Intakes





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: June 7, 2024

SUBJECT: Finance Department Mid-Month Report – May 2024

With the passage of the FY25 Budget at the June 5th Council Meeting, the department has been making changes and compiling the document for printing. The document is expected to be available for distribution the week of the 17th. The Department will be preparing for all the personnel changes approved in the budget to include, changes in classifications, CIP adjustments, and incentive pays.

Then the Department's will switch it's focus to closing FY24 and preparing of the City's Annual Comprehensive Financial Report. This process includes closing of the FY24 financial records, fiscal year end grant reporting and finally financial statement preparation.

The Cyber Security Audit is nearing completion an should receive the initial draft within the next two weeks.

The 2024 Personal Use Fishery is quickly approaching and we will be working to assist Parks and Recreation staff to train seasonal employees to work in the dipnet shacks. We have been working closely with our software programmer to update the shack attendant software and to update the dipnet app.



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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: John Harris, Deputy Chief (Acting Fire Chief)

DATE: June 11, 2024

SUBJECT: Fire Department Mid-Month Report – May

For May, we experienced a -7.1% call volume decrease from the previous year. This was a departure from our annual call volume increase of 5.3%. During the month of May, the Kenai Fire Department experienced eleven (11) incidents of multiple calls in which at least two (2) rescue units were engaged in simultaneous emergency responses.

May	2023	2024	% change
Month totals	112	104	-7.1%
EMS	86	81	-5.8%
All Other	26	23	-11.5%
Year total	599	631	5.3%

Training:

- DC Harris conducted ARFF Hot Drills (live fire training) for all KFD members over the course of four (4) days (5/6, 5/7, 5/15, 5/16).
- “B” shift engaged in E-2 training (drafting scenarios), in which FF Garrick Martin completed his check off process for E-2.
- All KFD members engaged in aerial apparatus training (T-1).
- All testing for the new firefighter position was completed on 5/17. Ultimately, Ruth Nelson was selected for the position.

Projects/Grants:

- KFD members participated in three separate Station Tours, involving forty-five (45) children of various ages.
- A Car Seat Event was held at KFD Station One on 5/23. This was in conjunction with Brad Nelson (Safe Kids – Kenai Peninsula).



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: June 3, 2024
SUBJECT: Human Resources Activity – May 2024

Recruitment

Human Resources continued working with the City Manager's office to interview candidates for the Fire Chief position. Two applicants were brought onsite for a second interview. The Police Department successfully recruited for a Chief Animal Officer and two Dispatchers and the Airport successfully recruited for an Airport Operations Specialist. Twenty-seven positions were offered and accepted for temporary summer hires in the Parks and Recreation Department and Police departments.

Safety

There were no accidents reported in May.

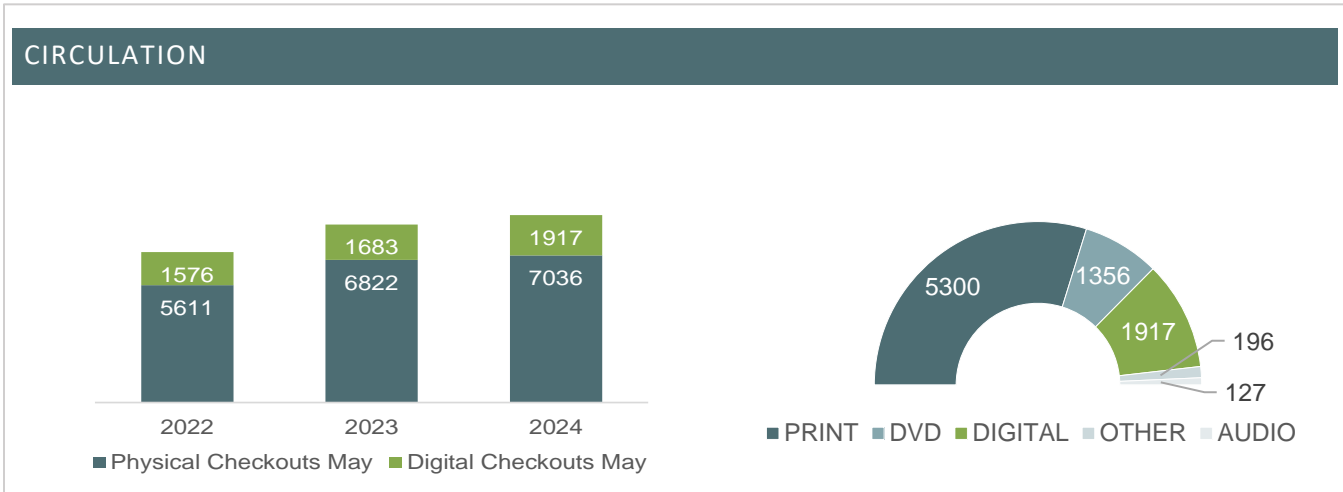
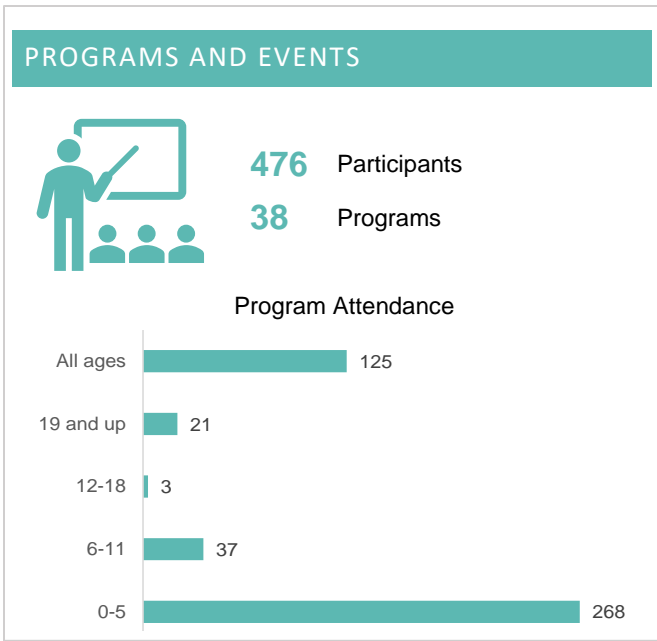
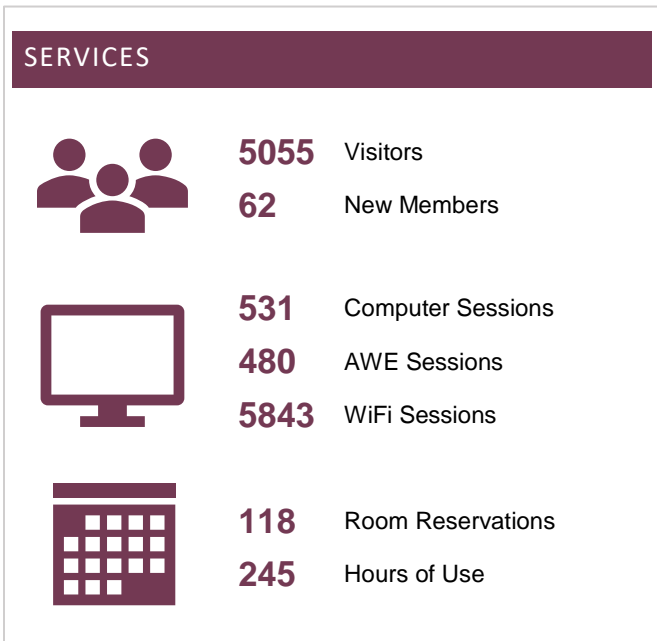
Special Projects

Human Resources and the City Manager visited each City department to share the results and recommendations of the Classification and Compensation Study with employees, and to offer them a chance to provide feedback.

Human Resources and Administration met with the City's new Benefits' Consultant, Parker Smith & Feek for a discovery meeting. In the coming months, Human Resources will work with the Consultant and Administration to develop a communications plan to provide benefits information to employees.

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Katja Wolfe, Library Director
DATE: June 6, 2024
SUBJECT: Library Report for May





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MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Tyler Best, Parks and Recreation Director
DATE: June 10th
SUBJECT: **Mid-Month Report-May**

The Kenai Recreation Facility gymnasium, wallyball, and racquetball courts have been refinished. The facility is now open for its regular summer hours, Monday through Saturday, 8 am-10 pm.

During May, the Parks and Recreation Department, in partnership with the Kenai Chamber, held a cleanup day on May 11th. Parks and Recreation provided bags, trash grabbers, and snacks for volunteers. It was windy, rainy, and cold, but there were enough volunteers to fill up two truckloads of garbage. The friends of the Kenai Community Library could not attend the official day but got grabbers and trash bags from the department and cleaned up some parks the Sunday following the event, where another truckload of garbage was picked up!

Parks and Recreation have almost filled all of its summer hire positions. The seasonal hires who have already started are outstanding and are working hard to keep Kenai safe and beautiful.

Kenai Rec. Center Visits-May

Weight Room/Cardio Room	1135
Racquetball	27
Wallyball	86
Shower/Sauna	13
Gymnasium	930
Other	0
Gym Rental Visits	180
Total Number of Visits	2371



The courts were sanded down and repainted, and 2 coats of finish were put on.



A volunteer picking up trash, and the Parks Director handed out supplies on the trash pickup day





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Linda Mitchell, Planning Director
FROM: Beth McDonald, Planning Assistant
DATE: June 11, 2024
SUBJECT: **Planning and Zoning – May 2024 Monthly Report**

General Information

- Storefront & Streetscape Improvement Program (SSIP) Grant Application period closed on Friday, May 17, 2024 at 5 PM. The City received four (4) applications but one (1) application did not meeting the program eligibility due to the property location.
- A joint work session with City Council has been scheduled for June 19th at 4:30 PM on the Comprehensive Safety Action Plan (CSAP), which will be presented by R&M Consultants.

Public Inquiry

See attached report.

Application Summary

- Lands - See attached report.
- Leases – See attached report.
- Planning & Zoning – See attached report.

Code Enforcement and Compliance

In May, Planning and Zoning received twelve (12) new complaints, with four (4) of the complaints on the same property and issue. Two (2) complaints were active cases and one (1) case was closed. There is a cumulative total of 30 open cases.

Planning assisted Police Department on coordinating towing service for the motorhome off Bridge Access Road.

Due to other priorities, the implementation of the code enforcement solution was temporarily placed on-hold. It is now anticipated a go-live date during the first week of July 2024.

Planning and Zoning Commission

Two (2) public meetings were held in the month of May with the following actions/recommendations.

- **Resolution PZ2024-08** - Granted a Conditional Use Permit to Two (2) Six-Unit Apartment Buildings on the Property Located at 2150 Redoubt Avenue within the Rural Residential (RR) Zoning District.
- **Resolution PZ2024-09** - Granted an Encroachment Permit for a Residential Detached Accessory Structure to Encroach into the Required (West) Side Yard Setback on the Property Located at 3018 Bree Avenue within the Rural Residential (RR) Zoning District.
- **Resolution PZ2024-10** – Recommended Approval on Preliminary Plat – Thompson Park 2024 Replat for a Replat of Lots 14, 15, 16, and 17, Block 5 of Thompson Park Subdivision within the Suburban Residential (RS) Zoning District.
- **Resolution PZ2024-11** - Recommended Approval on Preliminary Plat – Shoreline Heights 2014 Addition Phase 1 Bowlin Replat to Replat Lots 34 and 35 of Shoreline Heights 2014 Addition Phase 1 within the Rural Residential (RR) Zoning District.
- **Resolution PZ2024-12** - Granted a Conditional Use Permit Amendment for a Retail Marijuana Store Within the Existing Marijuana Cultivation Facility (PZ2021-44) on the Property Described as Lot 1 of Yragui Subdivision, Located at 8847 Kenai Spur Highway within the General Commercial (CG) Zoning District.
- **Action/Approval** – Recommended Approval of a Lease of Airport Reserve Land for the Property Described as Lot 9A, Block 5, General Aviation Apron Subdivision No. 5.
- **Action/Approval** – Recommended Approval of a Lease of Airport Reserve Land for the Property Described as Lot 5A, Block 1, FBO Subdivision 2018 Replat.
- **Discussion/Recommendation** – Recommended Approval to Council on Enactment of Ordinance No. 3416-2024 - An Ordinance Repealing, Reenacting and Renaming Kenai Municipal Code Chapter 1.90 - Standard Procedures For Boards, Commissions and Committees, Enacting Chapter 1.95 - Standing Advisory Commissions, Repealing Chapters 11.10 - Harbor Commission, Chapter 19.05 Parks And Recreation Commission, Chapter 21.20 Airport Commission, Enacting Section 14.05.050 - Planning and Zoning Commission - Qualifications and Membership, and Approving Amendments to the Council on Aging Commission's By-Laws to Organize Streamline, and Improve the Efficiency of the City's Standing Commissions.
- **Action/Approval** – Resolution No. 2024-17 - Recommended Approval on the Street Renaming of Cook Inlet View Drive to Cook Inlet Drive.
- **Action/Approval** – Approved the Transfer of a Conditional Use Permits PZ1989-06 for Guide Service, PZ1995-01 for Bed and Breakfast, and PZ2003-42 for Lodging on the Property Described as Lot 29, Block 1 of Anglers Acres Subdivision.



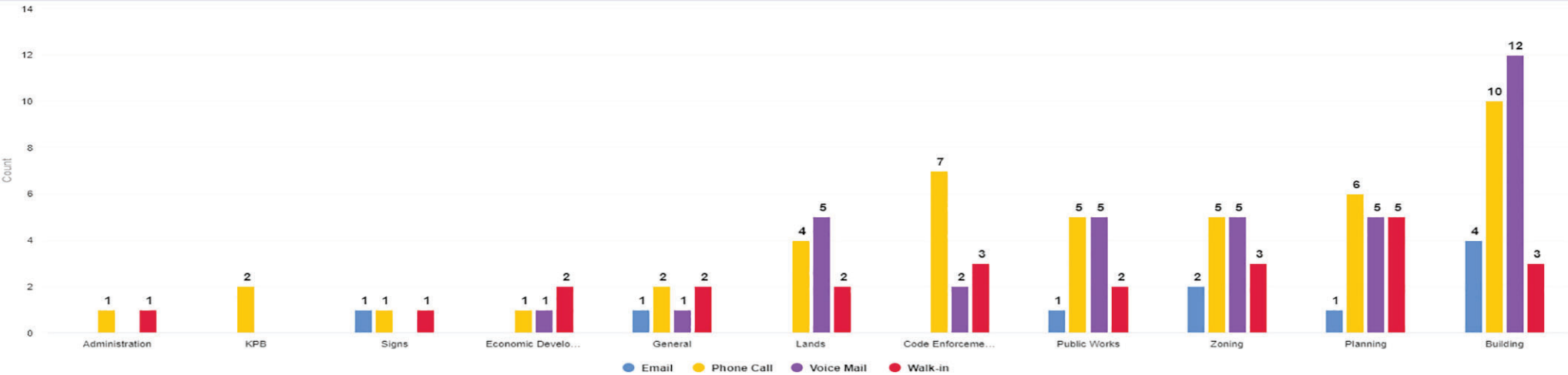
Average Days to Respond to a Public Inquiry

2.01

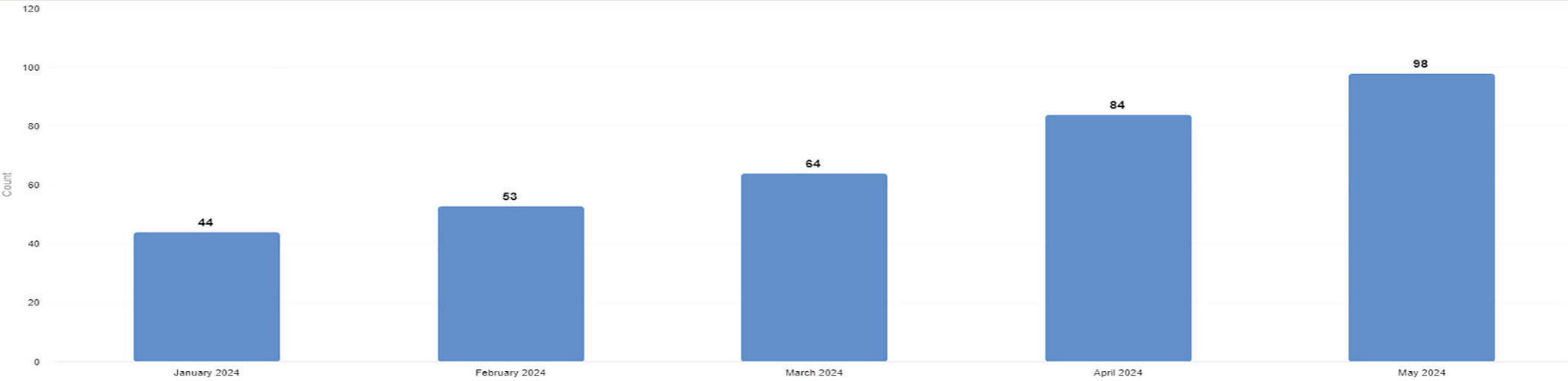
No. of Public Inquiries

98

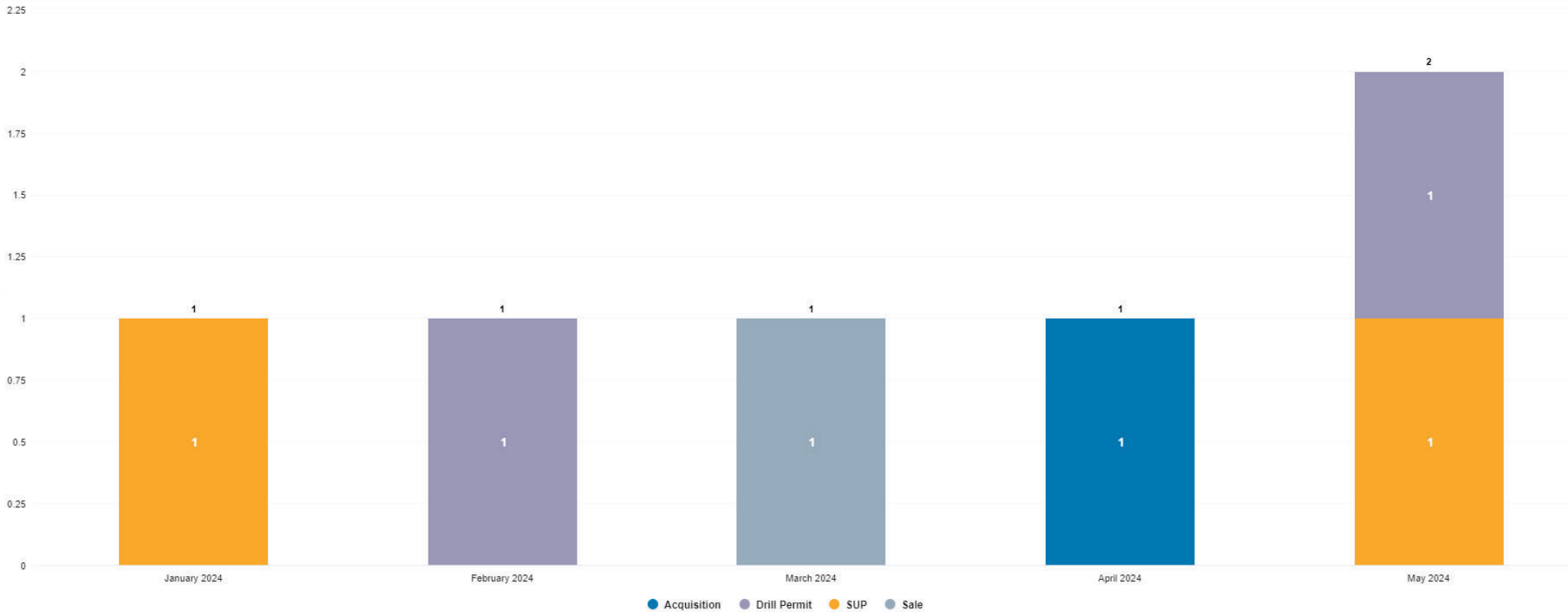
No. of Inquiries by Department/Division and Contact Type



Year-to-Date: No. of Public Inquiries by Month



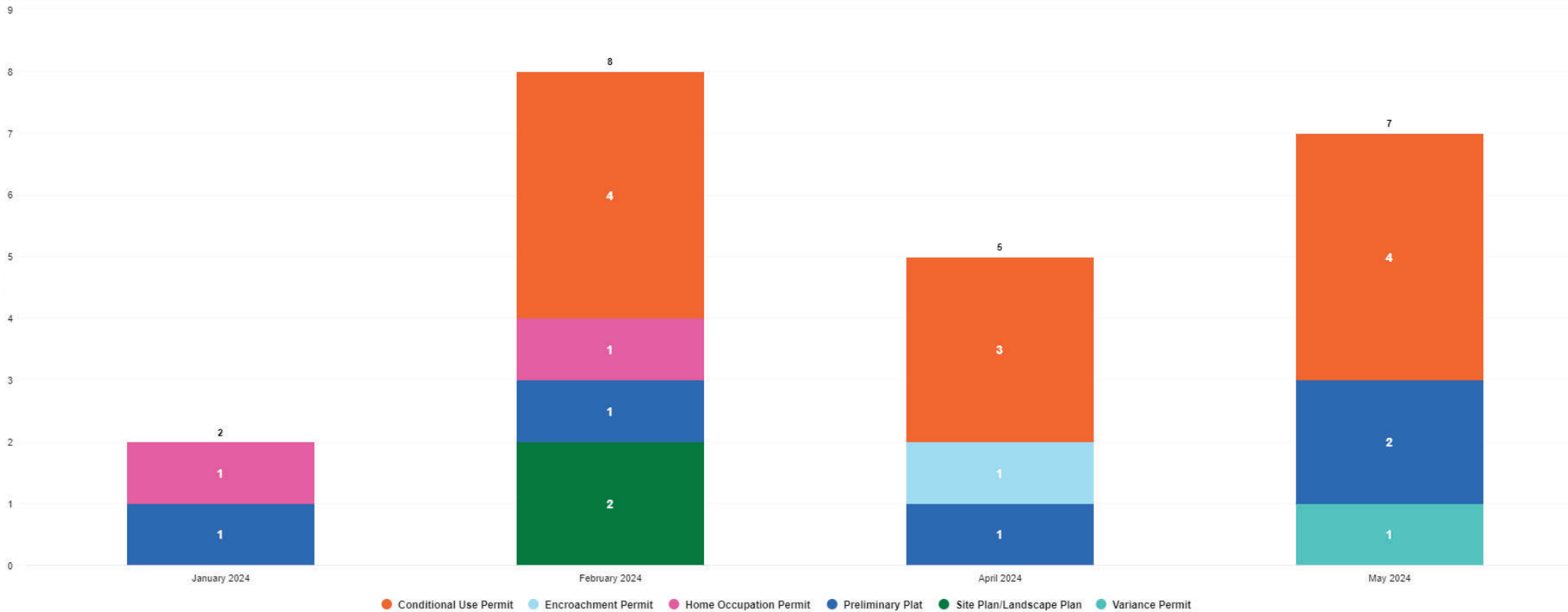
YTD Land Applications



YTD Lease Applications



YTD Planning Applications





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: June 6, 2024

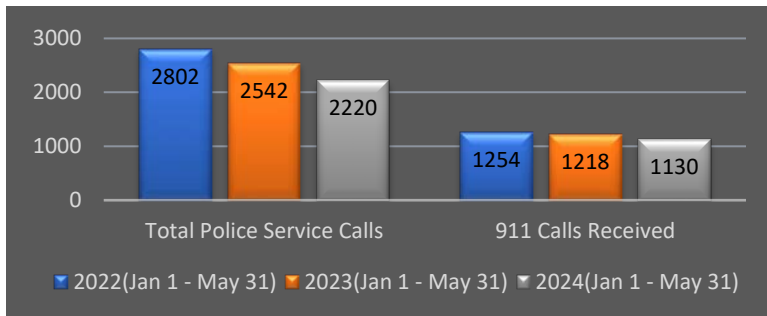
SUBJECT: **Police & Communications Department Activity – May 2024**

Police handled 526 calls for service in May and 225 calls were received by dispatch via 911. Officers made 38 arrests. Traffic enforcement resulted in 254 traffic contacts with 44 traffic citations issued and there were 10 DUI arrests. There were 10 reported motor vehicle collisions in May.

The newest officer has started at KPD and will be sworn in on June 10th. He is currently in field training. The Department has filled two vacant dispatch positions and both individuals are set to start in June. One Temporary Enforcement Officers (TEO) started in May and the other four are set to start in June.

The School Resource Officer (SRO) conducted bike rodeos at both Kaleidoscope and Mountain View Elementary. He conducted a DARE graduation at Kaleidoscope. This year will complete Investigator Dan Smith’s time as the School Resource Officer, where he has done an outstanding job since 2016 and has been instrumental in helping train the next SRO, Investigator Josh Hall.

KPD’s new SRO spent a week at SRO school in Oregon. One officer spent three days at a surveillance class in Anchorage. One officer spent two weeks at SWAT training in Fairbanks. One officer spent three days at a Street Crimes class in Wasilla. The chief spent four days at a class covering station feasibility studies and designs, in Arizona.





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MEMORANDUM

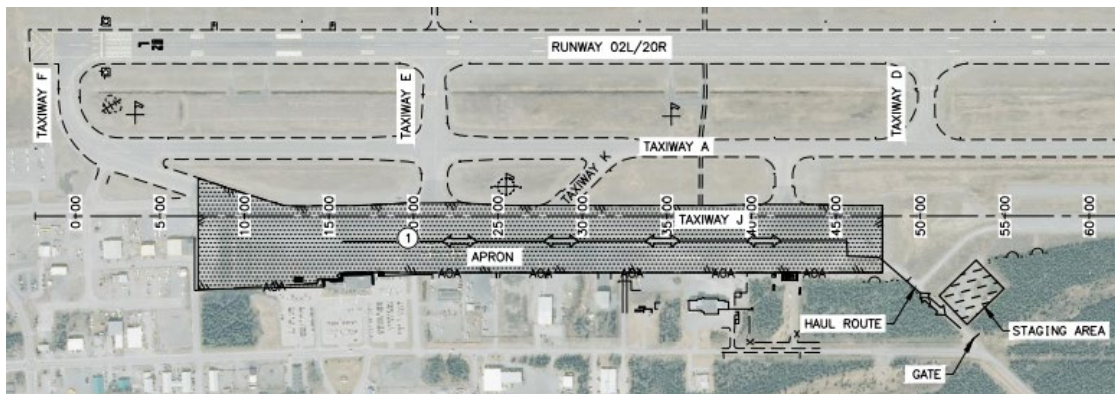
TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 2024
SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

Airport Fund Projects:

- Kenai Municipal Airport Runway Rehabilitation Project – Currently in Preconstruction Design Phase, with HDL Engineering Consultants currently under contract at a total to date cost of \$1,081,589. This project known as Task 4 within HDL Engineering Consultants LLC term service agreement will provide bid ready construction documents to rehabilitate Runway 2L/20R as well as Taxiways A/B/C/D/E/K/L/M under a second construction phase. Work is currently between 35% & 65% design effort. On April 1, 2024 the City received the Environmental Investigation Report conducted by Shannon & Wilson. On May 20th, 2024 a microsoft teams meeting was held in coordination with DEC representatives where the environmental report was reviewed. On a good note the water and soil sampling conducted at the airport did not find PFAS above actionable levels. It was requested by DEC to conduct additional sampling in several ditchline locations to determine if any restrictions would be necessary within those areas. The additional sampling work will take place during the summer months. The project continues toward a grant application in 2025 and dependent upon timing of receipt of grant funds ground breaking may not be until spring 2026 for the runway and 2027 for the taxiway.
- Kenai Municipal Airport (KMA) Terminal Landscaping Project – *Construction contract documents are currently being circulated for signature. Moore's Landscaping was the successful bidder at a total contract amount of \$94,733 as approved by Council on June 5th, 2024 through passage of Resolution 2024-22. Earthscape LLC provided the landscape design at a cost of \$28,255 and has completed their contracted efforts. Construction will take place throughout the summer months. Fund raising for the bronze bears will continue and will complement the work if and when they become available.*



- Kenai Municipal Airport (KMA) Operations Building HVAC Controls Upgrade & Boiler Replacement Project – Currently entering construction bid phase. This project will replace existing mechanical equipment including boilers, pumps and controls that have reached the end of their intended life cycle. Project was not originally started as being grant eligible, however after coordinations with Airport Managers past and present as well as our FAA counterparts, the project is now grant eligible at a 65% FAA and 35% City of Kenai financial cost share. Project design documents are completed. Grant applications are in process, and once funding is in place the project will be released for bids anticipated within the next 60 days.
- Kenai Municipal Airport (KMA) Apron Crack Seal and Seal Coat Project – Currently awaiting grant funding to enter construction bid phase. HDL Engineering Consultants currently contracted at a total of \$121,730 in support of the project, is now finalizing the construction bid documents. The project is awaiting FAA receipt of their anticipated cost share funding which may be delayed until late summer. Project may be delayed until early spring 2025 for construction bid release with spring/summer 2025 construction. Map below defines the anticipated project area.



- Kenai Municipal Airport (KMA) Master Plan Update – Currently entering the design phase. The City received word from the Federal Aviation Administration that grant funds are now available and final grant application forms are now being executed. Phase 1 work will continue over the next year. HDL Engineering Consultants initial contract to date will be \$727,445. Airport Master Plans are typically updated approximately every ten years to clearly communicate the direction of the airport. Completion of this work allows the City to continue to coordinate and receive federal grant funds in support of airport operations.

General Fund Projects:

- USACE Kenai Bluff Bank Stabilization Project – *Currently in the construction phase.* This project encompasses approximately 5000 lineal feet of coastal bluff starting at the mouth of the Kenai river extending upriver along the northern river bank. The bluff in this area varies from 55'-70' above the toe. A protective armored rock berm with a crest elevation of approximately 12' in height is planned. The Design and Bid phases have now concluded and Construction is anticipated to continue through the 2024 & 2025 construction seasons. Milestones to date listed below.



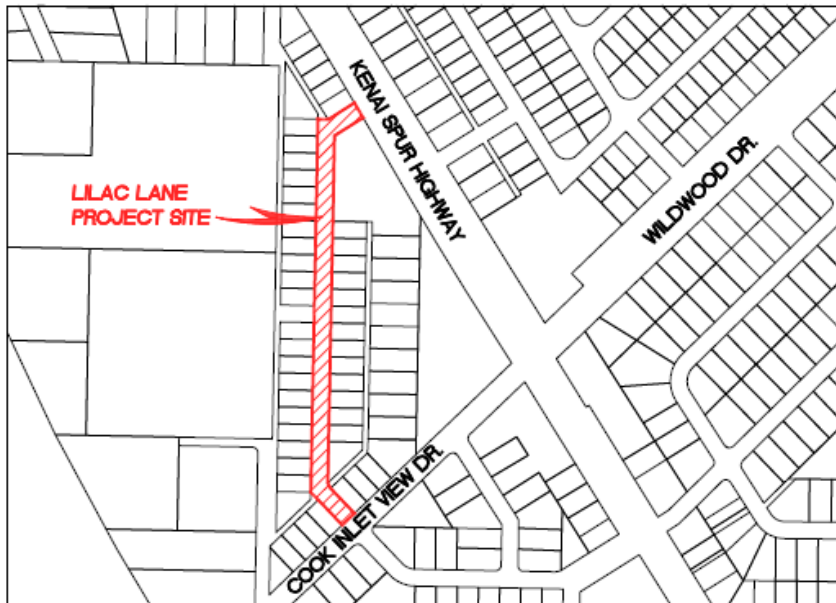
- This project was formally released through USACE for Construction Bids on 11/29/23 with a Pre-Bid Meeting conducted on 12/12/23.
- On February 7th, 2024 the City received word from USACE that Western Marine Construction Inc, based out of Seattle, Washington was awarded a construction contract for \$19,321,000 as a firm fixed price. There is an additional construction element related to an inspection path that was requested, by the City and our design team, to be included within the project. That element will cost \$864,000 and will be funded 100% by the City. The larger amount has a 90/10 cost share split with the City share costing \$1,932,100 + \$864,000 for a total anticipated City share of \$2,796,100, USACE total cost share of \$17,388,900.
- Western Marine Construction Inc was provided a Notice to Proceed on February 20, 2024.
- Ground Breaking Ceremony scheduled with USACE for June 11, 2024
- Diagram below is from the current set of drawings and represents a typical section of the revetment.
- The Initial Construction Kick-off Meeting took place in Anchorage on March 28, 2024. Project submittals and RFIs have not started. Contractor currently is not anticipated to mobilize to the site until spring 2025.
- *Rock Production is now underway in Sand Point, AK.*
- Formal Ribbon Cutting Ceremony was well attended on June 10th, 2024.



- Community Wildfire Prevention Plan (CWPP) Mitigation Project Phase One – *Currently in closeout.* This is Phase One of our mitigation efforts. Doug Koch Professional Tree Service was contracted with the City on February 28, 2023 in the amount of \$282,000 to mitigate 105 acres within the no name creek drainage extending from Redoubt Avenue down to the City's North Beach through Municipal Park. To date the project has completed and invoiced \$246,264.45 of work. The project has proceeded well and was completed on time and on budget. *There is a significant amount of beetle kill trees that have been brought out to the edge of the right of way along Float Plane Rd. which is available for public use firewood.*
- Multi-purpose Facility Project – Design documents have now been completed and were received on May 30, 2024. MBA Consulting Engineers have completed their work at a total cost of \$30,580. Design work covers ventilation, lighting, bleacher radiant heating. Currently project estimates exceed budgeted amounts. The department is coordinating with the administration on next steps. We will likely be bidding the ventilation and radiant heating components later this summer, with additional fund raising to complete the lighting portions of the project.
- Cemetery Expansion – *Currently back in design phase.* This project is located at the corner of First Ave and Float Plane Rd and will provide for additional burial space as the existing adjacent cemetery has reached capacity. The Public Works Department using in house personnel has already cleared, leveled and graded the site, and placed and compacted gravel sub-base for the parking area. Staff has successfully surveyed in 64 adult plot sites and 12 infant plot sites. These sites are available through the Clerk's office. Cemetery Phase 2 Fencing was released for bids on July 26th with bids due on August 9th. AAA Fence, Inc was the successful bidder at a cost of \$147,595, their contract was fully executed on September 8, 2023. All fencing materials have now been installed, final closeout docs received and final invoices paid. Staff is coordinating with Parks and Rec and the design team to finalize parking lot paving as well as HEA power being brought into the property. Paving is anticipated to take place in the summer 2024.
- Softball Shelter Dugouts – Larsen Engineering has been awarded the design work for the dugouts. Design requirements are being discussed with the engineer, however this project is moving slowly as staff and engineer are heavily involved in other projects. Project will move forward shortly as staff time becomes available. *Parks & Rec Director and Public Works Director had phone conference with design engineer on April 30th. Draft plans were received on May 30, 2024, final comments are expected to be incorporated prior to June 30, 2024 after which time the project will be released for construction bids.*



- Lilac Ln. Roadway Improvements Project – Construction contract documents are routing for final signatures as of June 12th. To date Nelson Engineering has completed their design efforts at a total cost of \$38,840. Peninsula Construction, the successful bidder at a total cost of \$637,765, as approved by council on June 5th through passage of Ordinance 3420-2024. Construction mobilization is anticipated for the week of June 24th with work expected to continue through the summer months. Map below highlights the project area.



- Cemetery Creek Culvert Replacement – Currently on hold in design phase awaiting grant funding. RFP was released on 8/8/23 for Professional Civil Engineering and CA Services to develop 35% design documents for this project. Proposals are due on 8/28/23. This project is in coordination with the US Fish & Wildlife. Work involves replacement of several aging culverts with fish passage type culverts. 35% design documents will be used to apply for grant funding. Two proposals were received by the Department with PND Engineer's receiving the highest scoring proposal at a total cost of \$29,577. PND is now under contract. 9/28/23 a site meet was conducted with PND, City staff, & US Fish & Wildlife to discuss and review the project. 10/11/23-10/12/23 surveyors are on site developing an existing conditions field survey. Coordination with the USFW on grant funding opportunities is underway. On November 13, 2023 staff received the draft Hydrologic and Hydraulic (H&H) Report from PND Engineers. On December 1, 2023 the complete draft 35% design documents were received. On December 8, 2023 meeting with USFW, Engineering team and PW staff was held to review the documents. USFW have requested some additional information to be included in the design above our contracted scope of work with PND Engineers. On December 12, 2023 we received an amendment request of \$4,838 to cover the costs associated with the additional work. The additional design effort will extend the final deliverable into the mid-January 2024. These documents will be used to apply for grants in the first quarter of 2024. The project is proceeding well and as expected. The costs associated with Amendment 1 will be covered with Silver Salmon derby funds, council will see an appropriation Ordinance in February to acquire these funds. Documents will be provided to the Kenaitze and



Salamatof tribes to assist with grant opportunities. On March 1st, 2024 a meeting was held with representatives from the Kenai Watershed Forum, US Fish Wildlife, and the Kenaitze tribe to discuss where project grant applications currently reside. We anticipate hearing about a potential grant opportunity in late April. We are not sure if we will be successful or not with this round of applications. *As of June 12, 2024 no news of available grant funding yet.*

- Community Wildfire Prevention Plan (CWPP) Mitigation Phase Two – Currently in construction phase. Doug Koch Professional Tree Service was the low bidder on this project that was released for bids on November 1, 2023 with bids due on November 29, 2023. His bid in the amount of \$177,700 to mitigate 84.75 acres within the Cemetery Creek drainage extending from Float Plane Basin down to the Lee Shore Center. Resolution 2023-67 is in the 12/20/23 Council Packet to award the project. Work will continue throughout the next year. Contractor was out of state for some time, Contract was fully executed on January 29, 2024. Contractor is anticipating starting work in February. *To date much of the airport side of the project is now complete with the drainage extending down Spruce St.*
- Public Safety Building Tower Guy Wire System Upgrade – Currently in construction bid phase. This project is intended to replace the existing guy wires with new larger cables and relocating the top two runs to ground anchors in lieu of the current attachments to the building. The project was released for construction bids on January 17, 2024 with bids due on February 6, 2024. Unfortunately, no bids were received by the Department. Staff is reaching back out to the three various firms contacted to determine why. Project was re-released for bids on March 12th with bids due on March 26th. One bid was received by Foster's Construction totaling \$112,888, well over anticipated amounts. The department is researching our options, and may contract pieces of the work ourselves. Webex meeting with Motorola and Police Chief was held on May 8th. Public Works is working toward contracting out individual components of the work to allow the project to move forward.

Water & Sewer Fund Projects:

- Lift Station Renovations – *Currently in design phase.* Resolution 2021-58 awarded HDL Engineering agreement in the amount of \$59,560 to provide bid ready construction documents for three lift stations. These locations included the stations at mile posts 13 and 14, which are near the soccer fields and Spur / Redoubt Ave respectively, as well as a station on Lawton Drive. These locations are intended to receive new pumps and pump control panels as part of this project. After determination of which lift stations would receive renovations to start, a design meeting was held on 12/3/21 to discuss pump and control panel design. Basis of design memo received on January 6, 2022. Design documents are approaching 95%. Design is finally approaching completion. Challenges with our current SCADA team required some changes to different lift station controllers which has now been resolved. Supplemental funding will be needed to complete these three locations, staff is working on finalizing those estimated costs, with upcoming legislation to be expected. Construction expected for summer 2024. Resolution 2024-16 in the May 15th council packet is transferring funds in support of this project.



- Wastewater Plant Digester Blowers Replacements – Currently awaiting finalization of grant application to enter construction bid phase, funds are available. HDL Engineering was authorized to proceed on design documents for this project through passage of Resolution 2022-29 on May 18, 2022. Design Agreement is currently in the amount of \$382,513 and will provide bid ready construction documents for the replacement of two 40+ year old blowers at the WWTP. The Department received 35% Design Study Report on September 23, 2022 and the project is currently moving toward 65% design documents. A grant for this project has been applied for through Senator Murkowski's office through the Congressional Directed Spending (CDS) program. We are awaiting word on if we were successful in receiving grant funds. This is a high priority project for the department and is anticipated to provide further energy savings similar to the aeration basin blower replacement project completed a few years ago. Final 65% plan reviews are being conducted on site with HDL on 12/19/22, bid documents are expected to be ready 5/1/23 and if funding is in place will be bid immediately, if not will be delayed until funding arrives. Environmental review process is delayed as we are not sure of the grant requirements at this time, and may not know until a future grant is executed. Until then this will be a shovel ready project waiting on funding. May 5th a Community Grants Webinar was held to discuss the pending grant requirements, the Public Works Director and HDL Engineering participated in the webinar. Consultants are reviewing requirements and hope to have the design moving forward shortly. Project will not be able to be bid until funding formally arrives. Design team is actively working with granting agency. Construction expected for summer 2024. *This project is behind schedule due to difficulties with grant application process, staff is working to remedy.*
- Water Treatment Plant Pumphouse – *Grant application was successfully submitted to DEC on April 30th, 2024.* This project will construct a new pumphouse building and provide replacement distribution pumps for the City's Water System. On August 1, 2023 received letter that the State of Alaska Department of Environmental Conservation (ADEC) has awarded the City of Kenai a \$1,200,000 loan through the state's revolving fund program and that the loan would receive 100% forgiveness in support of this project. Resolution 2023-56 was approved by Council at the September 20, 2023 Council Meeting to allow access to these funds. Ordinance 3384-2023 is being introduced 12/20/23 to move funding into place for the design work to proceed. HDL Engineering Consultant's pending design agreement as detailed within Resolution 2024-14 up for council approval at the April 17, 2024 meeting totals \$187,461. *Currently working on additional grant requested environmental paperwork and financial statements.*
- WWTP & WTP Electronic Access Gate & Controls – On August 13, 2023 HDL Engineering provided a proposal under their term agreement to begin design work on the Electronic Access Gates projects at both the Water and Wastewater Plants. The project identified as Task 13 under their agreement has a proposed design cost of \$24,902. Design work will continue over the winter months for construction to take place summer 2024. HDL working under purchase order 127771 is now actively working on this project.



Senior Citizens Fund Projects:

- Senior Center Front Entry Modifications – Capital Project Manager has completed the construction bid documents for this work, which is now under review. Hope to release this project for bid by end of June. This work will make repairs to the automatic doors entering the facility.

Congregate Housing Fund Projects:

- Vintage Pointe Boiler Replacement – A RFP for design services was released on October 6, 2022 with proposals due on November 3, 2022. This project will replace outdated boiler heat systems for the facility as well as providing a direction on backup power generation to support the heating system when grid power is unavailable. No proposals were received, the Department is requesting approval to enter negotiations with RSA Engineering in the hopes of moving the project forward. RSA Engineering is now under contract and is expected to start design in early January 2023. On February 3, 2023 RSA Engineering provided draft 65% Design Documents. Staff is currently reviewing. Engineering has a planned site visit for February 15, 2023 scheduled. We are anticipating bid documents being ready for an April Construction Bid release. 100% Design Documents are were received from the RSA Engineering on April 14th. Council approved Resolution 2023-30 on May 3rd to reallocate funds for the project. Invitation to Bid was released on August 2, 2023 with bids due on August 23, 2023. Council approved Resolution 2023-53 at the September 6, 2023 meeting which awarded construction agreement to Orion Construction in the total amount of \$503,850. Contract has now been executed and submittals are actively in progress in support of the project. Boiler work is not expected to take place until spring when work will be less impactful on residents. Boilers are now in Alaska and work is schedule to begin on April 1st 2024 at the facility. Generator is expected to follow one month behind, approximately May 1st. Staff is coordinating with the contractor and the senior center to minimize impacts to the facility. Temporary boilers will be installed and operated throughout the duration of the demolition and installation of the new equipment. Work is expected to go quickly with all work completed likely by the end of June 2024. *Work is progressing well as of May 7th, 2024. Boilers have now been completely installed along with the new generator as indicated in the photos below. Enstar is staged to run a new gas line to feed the new meter. That work is anticipated to be completed prior to June 30th. Only remaining work will be to final commission the operation of the boilers, testing of the generator system, and any necessary asphalt repairs needed after Enstar's work. Orion Construction*





Other Projects Information:

- DOT Kenai Spur Highway to Sports Lake Rd – This project continues to wait for appropriation of state funds. Reached out to DOT staff on September 13, 2023, no new information provided at this time.
- DOT Bridge Access Road Bike Path – Council passed Resolution 2021-53 on August 4, 2021 authorizing the City Manager execute a memorandum of agreement with DOT for design, construction, and maintenance of the Kenai Bridge Access Road Pathway project. In speaking with representatives from DOT the state has not provided funding as yet for this project to move forward. To date the City has appropriated \$294,947 in support of this project which is intended to provide a 1.2 mile path connecting the paths between the Spur Highway and Beaver Loop. Total cost of project per DOT estimates equals \$3,266,301. Per communications with the DOT, design funding is in place and they are waiting on final signatures for the Reimbursable Services Agreement (RSA) with DNR. Once the RSA is approved they will be able to begin design work. Process is expected to be completed by the end of January. Update: Formal kickoff meeting took place on March 30th with the City Manager and Public Works Director in attendance. From appearances this design process will be a slow one, we are not anticipating seeing construction on the path this calendar year. Will continue to update as more information becomes available. Update: A site meeting will be taking place between the City, DNR, & DOT on 6/9/22 to review the project. HDL Engineering appears to be conducting surveying services in support of the project, crews were in the area on 6/7/22. On June 29, 2022 the City Manager & Public Works Director met with DOT



representatives and discussed projects. State funding continues to be an issue. Reached out to DOT staff on September 13, 2023, no new information provided at this time.





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: June 3, 2024
SUBJECT: May 2024 Monthly Report

May was bustling with activities at the Kenai Senior Center. The festivities included a Mother's Day luncheon, which featured a fashion show where Senior Center participants modeled fashions provided by local vendors. The Center observed Memorial Day, with a joint Honor Guard provided by the VFW and American Legion. Honoring Veterans through a salute and prayer. Additionally, a Health and Wellness Fair was held, hosting 15 local vendors who provided information on services and healthy aging. This event was followed by a walk through old-town Kenai. To close out the month, there was a day trip to the Anchor Point Greenhouse, complete with a no-host lunch at Roscoe's.

	2024	2023
Home Delivered Meals	2307	1849
Individuals	106	90
Dining Room (Congregate) Meals	1265	1176
Individuals	179	280
Transportation (1-way rides)	206	165
Individuals	38	18
Grocery Shopping Assistance	22/39	14/48
Writers Group	40	46
Caregiver Support Group	18	13
Growing Stronger Exercise	328	350
Tai Chi Class	60	44
TOPS Weight Loss Class	67	67
Bluegrass & Music Sessions	73	74
Card Games	112	109
Wii Bowling	27	40
Arts & Crafts	36	43
Total Event Sign-ins *	2396	2540
Individuals *	225	245
Vintage Pointe Manor Vacancies	1	0

*(not including home meals clients)

MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City Clerk
DATE: June 12, 2024
SUBJECT: City Elections Update

The City of Kenai 2024 Regular Election will be held on Tuesday, October 1, 2024. The following is a summary of the 2024 Election schedule.

Proposition & Questions

Propositions may be placed on the ballot by Resolution or Ordinance of the City Council at least 53-days before the regular election. If the Council would like to place a question before the voters by Ordinance, the Ordinance must be introduced at the July 3, 2024 City Council meeting, with the public hearing held on August 7, 2024. If the Council would like to place a question before the voters by Resolution, the public hearing on the Resolution must be held during the August 7, 2024 City Council meeting.

Candidate Filings

Candidate Filing Packets will be available on the City website or may be picked up at the City Clerk's Office by July 17, 2024. The candidate filing period will open Thursday, August 1, 2024 at 8:00 a.m. and closes on Thursday, August 15, 2024 at 4:30 p.m.

Voter Registration

The deadline to register to vote or update your voter registration for the 2024 City Election is September 1, 2024.

Election Board Approval

Council Confirmation of the City of Kenai Election Board Members will during the September 4 or September 18, 2024 City Council meeting.

Absentee Voting

Absentee In-Person voting will begin on Monday, September 16, 2024 and ends on Election Day, October 1, 2024 at 8:00 p.m. Eligible Voters of the City of Kenai may vote absentee in person at Kenai City Hall or any of the Kenai Peninsula Borough Absentee Voting Locations.

An application to receive a ballot by mail must be received no later September 24, 2024 at 5:00 p.m. and an application to receive a ballot by electronic transmission September 30, 2024 at 5:00 p.m.

Election Canvass

The City of Kenai Canvass Board will meet on October 8, 2024 for the purpose of canvassing the absentee, questioned and special needs voted ballots.

Election Certification

Tentatively scheduled for October 16, 2024. The term of office for re-elected or newly elected Council members begins the Monday following certification.