



Kenai City Council - Regular Meeting

May 20, 2026 – 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. Citywide Streetlight Assessment, Brian Gaze, CEO, Evari Consulting.

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

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3518-2026** - Amending Kenai Municipal Code Title 6 - Elections, Chapters 6.05, 6.15 and 6.40 Relating to Election Dates, Candidate Filing, Compensation of Election Officials, and Canvassing of Elections. (City Clerk)
2. **Ordinance No. 3519-2026** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures (Administration)
3. **Ordinance No. 3520-2026** - Amending Kenai Municipal Code Chapter 14.10 - Subdivision Regulations and Amending Kenai Municipal Code Section 18.10.030 - Street Improvements to Remove Road Design Standards from Code and Replace them with a Street Design Standards Manual. (Administration)
4. **Resolution No. 2026-35** - Authorizing a Contract Award for 2026 Waste Water Treatment Plant Dumpster Services. (Administration)
5. **Resolution No. 2026-36** - Approving a Lease Utilizing a Non-Standard Lease Form on Airport Reserve Lands Between the City of Kenai and the Federal Aviation Administration for the Automated Flight Service Station and Satellite Communication Network Facilities on Lot 7A-1 FBO Subdivision No. 5. (Administration)

F. MINUTES

1. *Regular Meeting of May 6, 2026. (City Clerk)

G. UNFINISHED BUSINESS**H. NEW BUSINESS**

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Commercial Operations at the Kenai Municipal Airport Float Plane Basin. (Administration)
3. ***Action/Approval** - Special Use Permit to Crowley Fuels LLC for Aircraft Fueling Service on the Apron. (Administration)
4. ***Ordinance No. 3521-2026** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting a Grant from the US Department of Transportation Passed Through the State of Alaska Department of Transportation and Public Facilities for Traffic Enforcement Overtime Expenditures. (Administration)
5. ***Ordinance No. 3522-2026** - Accepting an Alaska Division of Forestry Volunteer Fire Assistance Grant in the Amount of \$8,602.97 and Appropriating Funds for the Purchase of Wildland and Firefighting Equipment for the City of Kenai Fire Department. (Administration)
6. ***Ordinance No. 3523-2026** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2026 and Ending June 30, 2027 and Committing \$4,584,359 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
7. ***Ordinance No. 3524-2026** - Amending Kenai Municipal Code Section 23.25.065 - Shift Differential Pay, to Update Shift Hours and to Clarify Eligibility; and Section 23.55.030 Qualification Pay, to Ensure Appropriate Compensation and Benefits to City Employees Comparable to Other Places of Public Employment Which Allows the City to Recruit and Retain Qualified Employees. (Administration)
8. ***Ordinance No. 3525-2026** - Enacting Kenai Municipal Code Section 14.20.246 - Tent Camping on Private Property, Amending Kenai Municipal Code Section 14.20.320 - Definitions to Provide Definitions Regarding Tents and Campgrounds, Amending Kenai Municipal Code Section 13.10.060 - Sanitary Facilities for Camping on Private Property, and Amending Kenai Municipal Code Section 14.22 - Land Use Table. (Administration)
9. ***Ordinance No. 3526-2026** - Amending the Official Zoning Map by Rezoning Parcel 04106318, with a Physical Address of 6575 Kenai Spur Highway, from a Split Zone of Rural Residential (RR) and General Commercial (CG) to the Zoning District of General Commercial (CG). (Administration)
10. ***Ordinance No. 3527-2026** - Determining that an Approximately 7,682 Square Foot Portion of City-Owned Property Described as that Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd & Lying North & Northwest & Northeast of USS 4563 Amended, is Not Needed for a Public Purpose and Authorizing the Sale and Exchange of the Property to Rabuf, LLC. (Administration)

I. COMMISSION REPORTS

1. Council on Aging Commission
2. Airport Commission
3. Parks and Recreation Commission
4. Planning and Zoning Commission
5. Beautification Commission

J. REPORT OF THE MAYOR**K. ADMINISTRATION REPORTS**

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION**N. PENDING ITEMS**

1. **Ordinance No. 3510-2026 (Substitute)** - Amending the Official Zoning Map by Rezoning a Portion of the Property at 10060 Kenai Spur Highway from Conservation to Suburban Residential Zoning District. (Administration)

[Clerk's Note: March 18, 2026 postponed to April 1, 2026; April 1, 2026 postponed to May 6, 2026; May 6, 2026 referred to the Planning & Zoning Commissions May 27, 2026 meeting and postponed to June 3, 2026.]

O. ADJOURNMENT**P. INFORMATION ITEMS**

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

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

https://us02web.zoom.us/meeting/register/GYIEt_0fSGqN5HGQIk6z0g



Sponsored by: City Clerk

**CITY OF KENAI
ORDINANCE NO. 3518-2026**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE TITLE 6 - ELECTIONS, CHAPTERS 6.05, 6.15 AND 6.40 RELATING TO ELECTION DATES, CANDIDATE FILING, COMPENSATION OF ELECTION OFFICIALS, AND CANVASSING OF ELECTIONS.

WHEREAS, the Kenai Municipal Charter (Charter) currently establishes the date of the City's regular election; and,

WHEREAS, the qualified voters of the City of Kenai during the April 14, 2026 Special Election approved amendments to the Charter, effectively moving the annual election date from the first Tuesday in October, to the first Tuesday following a Monday in November; and,

WHEREAS, amendments to Kenai Municipal Code 6.05.010 - Definitions, 6.05.030 - Election Times, and 6.15.020 - Nomination Petition and Sworn Statement of Candidacy, are necessary to align KMC with the newly adopted provisions of the Charter; and,

WHEREAS, including provisions that would allow election officials to be paid as they currently are on an hourly basis or by a flat contracted stipend would lessen the operational administrative requirements when onboarding election officials for Special Elections; and,

WHEREAS, amending current canvassing procedures from a one-day process to a seven-day process will allow sufficient time for canvassing the increased volume of absentee, questioned and special needs ballots that will be received with the alignment of the City elections with the State of Alaska elections.

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

Section 1. Amendment of Section 6.05.010 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.010 Elections, General Provisions, Definitions, Regular Election, is hereby amended as follows:

“Regular election” means the City election held annually on the first Tuesday [OF OCTOBER ANNUALLY AS PRESCRIBED BY KENAI CHARTER SECTION 10-1] following the first Monday in November.

Section 2. Amendment of Section 6.05.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.030 Elections, General Provisions, Election Times, is hereby amended as follows:

6.05.030 Election Times.

- (a) Regular Election. Annually, on the first Tuesday [OF OCTOBER] following the first Monday in November, a regular election shall be held in the City for the election of vacant City offices and for the determination of other propositions and matters as may be placed on the ballot as authorized by the City Charter, Section 10-1.
- (b) Special Election. The Council, by resolution or ordinance, may call a special election at any time at least seventy-five (75) days prior to the date of the election and may submit questions to the

qualified voters of the City as authorized by the City Charter, Section 10-8. Unless the Council has set a date for a required special election, the election supervisor shall call a special election when required by law or ordinance to place an initiative, referendum, recall, or other question before the voters.

- (c) Nothing in this chapter shall prohibit holding a City election on the same day and by the same election personnel as a State, Borough, or other public election, or submitting a City question at such an election, as authorized by the City Charter, Section 10-8.

Section 3. Amendment of Section of 6.05.060 Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.060 Elections, General Provisions, Election Expenses is hereby amended as follows:

6.05.060 Election Expenses.

- (a) The City shall pay all necessary expenses relating to the conduct of each City election. Necessary expenses shall include those associated with conducting the election. The Clerk shall retain a record for auditing and payment of election expenses.
- (b) The City [SHALL] must pay each election official and canvassing board member an hourly rate or a flat rate for services performed for time spent at his or her election duties, including the receiving of instructions. The election supervisor shall set the hourly or flat rate compensation to be paid for time spent by election officials.

Section 4. Amendment of Section of 6.15.020 Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.020 Elections, Filing for Office, Nomination Petition and Sworn Statement of Candidacy, is hereby amended as follows:

- (a) Any qualified person may have their name placed on the ballot for the election as a candidate for Council or Mayor by filing with the Clerk[, BETWEEN AUGUST 1ST AND AUGUST 15TH, 4:30 P.M.] from August 16th, 9:00 a.m. through August 31st, 4:30 p.m. a nominating petition with sufficient signatures, a sworn statement of candidacy, and a public financial disclosure statement required by KMC 1.85.010(a). If August [15TH] 31st is not a regular City workday, then candidates will have until noon on the first workday following to file their candidacy paperwork.
- (b) The nominating petition must be on a form provided by the Clerk and must include:
- (1) The full name of the candidate the petitioners are sponsoring; and
 - (2) The full residence address of the candidate; and
 - (3) The office for which the petitioners are nominating the candidate; and
 - (4) The length of the term of office for which the petitioners are nominating the candidate; and
 - (5) Certification that the petitioners' names appear on current voter registration rolls for the City of Kenai.
- (c) A voter may sign as many petitions as are circulated for each election, but may only sign each petition one (1) time. If a voter signs one (1) petition more than once, only one (1) signature will be counted.
- (d) The sworn statement of candidacy must be on a form provided by the Clerk and must include:
- (1) The office for which the candidate accepts nomination; and
 - (2) A statement that the candidate agrees to serve, if elected; and
 - (3) A statement that the candidate is qualified for the office as provided by law; and

- (4) The date and signature of the candidate; and
- (5) Attestation and date by the Clerk; and
- (e) A candidate must provide any other information the Clerk reasonably requires to determine whether the candidate is qualified for the office as provided by law.
- (f) Within three (3) days after the filing of the sworn statement of candidacy and nominating petition, the Clerk will determine whether the nominating petition is signed by the required number of registered voters, and so notify the candidate. If insufficient, the Clerk will notify the candidate with a statement as to why the petition is insufficient. The notice to the candidate and the return of an insufficient petition may be in person or by mail and will include a copy of the insufficient petition.
- (g) A candidate may correct an insufficient nomination petition by filing a new nomination petition within the regular time for filing nomination petitions and sworn statements of candidacy, with the exception that a nomination petition that has an insufficient number of signatures may be supplemented with additional signatures on a form provided by the Clerk. Supplemental signatures must be obtained and filed with the Clerk within the regular time for filing nomination petitions and a sworn statement of candidacy.
- (h) Any candidate for office may correct[,] or amend[, OR WITHDRAW] their candidacy at any time before the expiration of the time when candidates may file statements of candidacy, by filing a written notice of correction[,] or amendment[OR WITHDRAWAL] with the City Clerk. If a candidate desires to file for a different seat, the candidate must file a new nomination petition and sworn statement of candidacy.
- (i) Any candidate may withdrawal their statement of candidacy by filing a written notice of withdrawal with the clerk within seven calendar days of the close of the regular time for filing nomination petitions and sworn statement of candidacy. If the withdrawal is timely, the candidates' name will not appear on the ballot.

Section 5. Amendment of Section 6.40.020 of Kenai Municipal Code: That Kenai Municipal Code, Chapter 6.40.020 Canvassing and Certification of Election Results, Canvass of Returns, is hereby amended as follows:

6.40.020 Canvass of Returns.

[(A) THE CANVASSING BOARD WILL MEET ON THE SEVENTH DAY FOLLOWING EACH ELECTION. THE ELECTION CANVASSING BOARD SHALL MEET IN PUBLIC SESSION AND CANVASS ALL ELECTION RETURNS. IN FULL VIEW OF THOSE PRESENT, THE ELECTION CANVASSING BOARD SHALL JUDGE THE APPLICABILITY OF BY MAIL AND ABSENTEE BALLOTS, SHALL OPEN AND TALLY THOSE ACCEPTED, AND SHALL COMPILE THE TOTAL VOTES CAST IN THE ELECTION. THE CANVASS OF THE BALLOT VOTE COUNTED BY THE PRECINCT ELECTION BOARDS SHALL BE ACCOMPLISHED BY REVIEWING THE TALLIES OF THE RECORDED VOTE TO CHECK FOR MATHEMATICAL ERROR BY COMPARING TOTALS WITH THE PRECINCT'S CERTIFICATE OF RESULTS. ALL OBVIOUS ERRORS FOUND BY THE ELECTION CANVASS IN THE TRANSFER OF TOTALS FROM THE PRECINCT TALLY SHEETS TO THE PRECINCT CERTIFICATE OF RESULTS SHALL BE CORRECTED BY THE CANVASSING BOARD. A MISTAKE WHICH HAS BEEN MADE IN PRECINCT RETURNS THAT IS NOT CLEARLY AN ERROR IN THE TRANSFER OF THE RESULTS FROM THE TALLIES TO THE CERTIFICATE OF RESULTS EMPOWERS THE CANVASSING BOARD TO RECOMMEND A RECOUNT OF THE RESULTS OF THE PRECINCT OR PRECINCTS FOR THAT PORTION OF THE RETURNS IN QUESTION. UPON COMPLETION OF THE CANVASS, THE CANVASSING BOARD SHALL PREPARE A FINAL CERTIFICATE OF THE RESULTS OF VOTES CAST BY ABSENTEE BALLOT AND OF VOTES CAST BY MAIL BALLOT, AND SHALL PREPARE A WRITTEN REPORT OF THE RESULTS.]

(a) The canvass board will meet in public sessions beginning on the second day following each election and continue to meet as needed through the date of certification for the following:

1. Adjudication of the validity of absentee, special needs and questioned ballot envelopes. No votes from the absentee, special needs or questioned ballots will be tallied until the seventh day following each election.
2. Conduct polling location evaluations by reviewing all materials and documentation returned from each polling location to ensure the integrity, and accuracy of each polling location.
3. Audit administrative and polling location accountability reports, reviewing the tallies of the recorded vote for mathematical errors and comparing totals with precinct results tapes; and,
 - A. Obvious errors found by the canvass board in the transfer of totals between the precinct accountability reports and results tape will be corrected by the canvass board; or,
 - B. A mistake or discrepancy in the precinct returns that is not the result of a clear error in the transfer of results from the tallies to the precinct's results tape constitutes ground for the canvass board to conduct a recount of the results of the precinct or precincts for that portion of the returns in question.
4. On the seventh day following each election the canvass board in a public session will open and cast the absentee, special needs and questioned ballots of which the validity was verified.
5. Upon completion of the canvass, the canvass board will prepare a final certificate of results for absentee, personal needs and questioned ballots, and will prepare a written report of results to be submitted to the Council.

(c) The Clerk, as Chair of the Canvassing Board, shall report the results of the election to the Council at the next regular Council meeting following the final meeting of the Canvassing Board for each election.

Section 6. 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 7. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20th DAY OF MAY, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Logan Parks, Deputy City Clerk

Ordinance No. 3518-2026

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Introduced:	May 6, 2026
Enacted:	May 20, 2026
Effective:	June 19, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

FROM: Shellie Saner, Kenai City Clerk

DATE: April 17, 2026

SUBJECT: **Ordinance No. 3518-2026** - Amending Kenai Municipal Code Title 6 - Elections, Chapters 6.05, 6.15 and 6.40 Relating to Election Dates, Candidate Filing, Compensation of Election Officials, and Canvassing of Election. (City Clerk)

Proposed amendments to Kenai Municipal Code (KMC) within the attached Ordinance, will update Title 6 - Elections to align Code with changes made to the Charter by the voters during the April 14, 2026 Special Election.

The following represents sections within the Ordinance and provides an analysis of the changes to KMC:

Section 1. Amendment of Section 6.05.010 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.010 Elections, General Provisions, Definitions, Regular Election is hereby amended as follows:

“Regular election” means the City election held annually on the first Tuesday [OF OCTOBER ANNUALLY AS PRESCRIBED BY KENAI CHARTER SECTION 10-1] following the first Monday in November.

The proposed amendments above would revise the definition of “Regular Election” in KMC to ensure consistency with the voter approved amendments to Charter Section 10-1 Annual Elections - Time.

Section 2. Amendment of Section 6.05.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.030 Elections, General Provisions, Election Times is hereby amended as follows:

6.05.030 Election Times.

- (a) Regular Election. Annually, on the first Tuesday [OF OCTOBER] following the first Monday in November, a regular election shall be held in the City for the election of vacant City offices and for the determination of other propositions and matters as may be placed on the ballot as authorized by the City Charter, Section 10-1.
- (b) Special Election. The Council, by resolution or ordinance, may call a special election at any time at least seventy-five (75) days prior to the date of the election and may submit questions to the qualified voters of the City as authorized by the City Charter, Section 10-8. Unless the Council has set a date for a required special election, the election supervisor shall call a special election when required by law or ordinance to place an initiative, referendum, recall, or other question before the voters.
- (c) Nothing in this chapter shall prohibit holding a City election on the same day and by the same election personnel as a State, Borough, or other public election, or submitting a City question at such an election, as authorized by the City Charter, Section 10-8.

The proposed amendments above would revise KMC Election Times to align the election date with the voter approved amendments to Charter Section 10-1 Annual Elections - Time.

Section 3. Amendment of Section of 6.05.060 Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.060 Elections, General Provisions, Election Expenses is hereby amended as follows:

6.05.060 Election Expenses.

- (a) The City shall pay all necessary expenses relating to the conduct of each City election. Necessary expenses shall include those associated with conducting the election. The Clerk shall retain a record for auditing and payment of election expenses.
- (b) The City [SHALL] may pay each election official and canvassing board member an hourly rate or a flat rate for services performed for time spent at his or her election duties, including the receiving of instructions. The election supervisor shall set the hourly or flat rate compensation to be paid for time spent by election officials.

The proposed amendments above are being brought forward to include new provisions in KMC to clarify that election officials may be paid a flat rate stipend for services. This amendment is being proposed to streamline the onboarding process for election workers when hired for Special Elections or elections conducted solely for the City; and lessen the administrative requirements when onboarding temporary election officials' employees.



Section 4. Amendment of Section of 6.15.020 Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.020 Elections, Filing for Office, Nomination Petition and Sworn Statement of Candidacy is hereby amended as follows:

- (a) Any qualified person may have their name placed on the ballot for the election as a candidate for Council or Mayor by filing with the Clerk[, BETWEEN AUGUST 1ST AND AUGUST 15TH, 4:30 P.M.,] from August 16th, 9:00 a.m. through August 31st, 4:30 p.m. a nominating petition with sufficient signatures, a sworn statement of candidacy, and a public financial disclosure statement required by KMC 1.85.010(a). If August [15TH] 31st is not a regular City workday, then candidates will have until noon on the first workday following to file their candidacy paperwork.
- (b) The nominating petition must be on a form provided by the Clerk and must include:
 - (1) The full name of the candidate the petitioners are sponsoring; and
 - (2) The full residence address of the candidate; and
 - (3) The office for which the petitioners are nominating the candidate; and
 - (4) The length of the term of office for which the petitioners are nominating the candidate; and
 - (5) Certification that the petitioners' names appear on current voter registration rolls for the City of Kenai.
- (c) A voter may sign as many petitions as are circulated for each election, but may only sign each petition one (1) time. If a voter signs one (1) petition more than once, only one (1) signature will be counted.
- (d) The sworn statement of candidacy must be on a form provided by the Clerk and must include:
 - (1) The office for which the candidate accepts nomination; and
 - (2) A statement that the candidate agrees to serve, if elected; and
 - (3) A statement that the candidate is qualified for the office as provided by law; and
 - (4) The date and signature of the candidate; and
 - (5) Attestation and date by the Clerk; and
- (e) A candidate must provide any other information the Clerk reasonably requires to determine whether the candidate is qualified for the office as provided by law.
- (f) Within three (3) days after the filing of the sworn statement of candidacy and nominating petition, the Clerk will determine whether the nominating petition is signed by the required number of registered voters, and so notify the candidate. If insufficient, the Clerk will notify the candidate with a statement as to why the petition is insufficient. The notice to the candidate and the return of an insufficient petition may be in person or by mail and will include a copy of the insufficient petition.
- (g) A candidate may correct an insufficient nomination petition by filing a new nomination petition within the regular time for filing nomination petitions and sworn statements of candidacy, with the exception that a nomination petition that has an insufficient number of signatures may be supplemented with additional signatures on a form provided by the Clerk. Supplemental signatures must be obtained and filed with the Clerk within the regular time for filing nomination petitions and a sworn statement of candidacy.



- (h) Any candidate for office may correct[,] or amend[, OR WITHDRAW] their candidacy at any time before the expiration of the time when candidates may file statements of candidacy, by filing a written notice of correction[,] or amendment[OR WITHDRAWAL] with the City Clerk. If a candidate desires to file for a different seat, the candidate must file a new nomination petition and sworn statement of candidacy.
- (i) Any candidate may withdrawal their statement of candidacy by filing a written notice of withdrawal with the clerk within seven calendar days of the close of the regular time for filing nomination petitions and sworn statement of candidacy. If the withdrawal is timely, the candidates' name will not appear on the ballot.

The proposed amendments above would amend the City's candidate filing period to reflect the change in the election date while ensuring compliance with Kenai Peninsula Borough deadlines for election programing and ballot printing; and also includes provisions that allow for candidate withdrawals for seven days after the filing period has closed.

Section 5. Amendment of Section 6.40.020 of Kenai Municipal Code: That Kenai Municipal Code, Chapter 6.40.020 Canvassing and Certification of Election Results, Canvass of Returns is hereby amended as follows:

6.40.020 Canvass of Returns.

[(A) THE CANVASSING BOARD WILL MEET ON THE SEVENTH DAY FOLLOWING EACH ELECTION. THE ELECTION CANVASSING BOARD SHALL MEET IN PUBLIC SESSION AND CANVASS ALL ELECTION RETURNS. IN FULL VIEW OF THOSE PRESENT, THE ELECTION CANVASSING BOARD SHALL JUDGE THE APPLICABILITY OF BY MAIL AND ABSENTEE BALLOTS, SHALL OPEN AND TALLY THOSE ACCEPTED, AND SHALL COMPILER THE TOTAL VOTES CAST IN THE ELECTION. THE CANVASS OF THE BALLOT VOTE COUNTED BY THE PRECINCT ELECTION BOARDS SHALL BE ACCOMPLISHED BY REVIEWING THE TALLIES OF THE RECORDED VOTE TO CHECK FOR MATHEMATICAL ERROR BY COMPARING TOTALS WITH THE PRECINCT'S CERTIFICATE OF RESULTS. ALL OBVIOUS ERRORS FOUND BY THE ELECTION CANVASS IN THE TRANSFER OF TOTALS FROM THE PRECINCT TALLY SHEETS TO THE PRECINCT CERTIFICATE OF RESULTS SHALL BE CORRECTED BY THE CANVASSING BOARD. A MISTAKE WHICH HAS BEEN MADE IN PRECINCT RETURNS THAT IS NOT CLEARLY AN ERROR IN THE TRANSFER OF THE RESULTS FROM THE TALLIES TO THE CERTIFICATE OF RESULTS EMPOWERS THE CANVASSING BOARD TO RECOMMEND A RECOUNT OF THE RESULTS OF THE PRECINCT OR PRECINCTS FOR THAT PORTION OF THE RETURNS IN QUESTION. UPON COMPLETION OF THE CANVASS, THE CANVASSING BOARD SHALL PREPARE A FINAL CERTIFICATE OF THE RESULTS OF VOTES CAST BY ABSENTEE BALLOT AND OF VOTES CAST BY MAIL BALLOT, AND SHALL PREPARE A WRITTEN REPORT OF THE RESULTS.]

- (a) The canvass board will meet in public sessions beginning on the second day following each election and continue to meet as needed through the date of certification for the following:
1. Adjudication of the validity of absentee, special needs and questioned ballot envelopes. No votes from the absentee, special needs or questioned ballots will be tallied until the seventh day following each election.
 2. Conduct polling location evaluations by reviewing all materials and documentation returned from each polling location to ensure the integrity, and accuracy of each polling location.



3. Audit administrative and polling location accountability reports, reviewing the tallies of the recorded vote for mathematical errors and comparing totals with precinct results tapes; and,
- A. Obvious errors found by the canvass board in the transfer of totals between the precinct accountability reports and results tape will be corrected by the canvass board; or,
- B. A mistake or discrepancy in the precinct returns that is not the result of a clear error in the transfer of results from the tallies to the precinct's results tape constitutes ground for the canvass board to conduct a recount of the results of the precinct or precincts for that portion of the returns in question.
4. On the seventh day following each election the canvass board in a public session will open and cast the absentee, special needs and questioned ballots of which the validity was verified.
5. Upon completion of the canvass, the canvass board will prepare a final certificate of results for absentee, personal needs and questioned ballots, and will prepare a written report of results to be submitted to the Council.
- (c) The Clerk, as Chair of the Canvassing Board, shall report the results of the election to the Council at the next regular Council meeting following the final meeting of the Canvassing Board for each election.

The amendment above would delete a substantial portion of the existing code section and replace it with updated provisions. The following summarizes notable changes:

- **Provides more specific language on the role and purpose of the Canvass Board.**
- **Extends the Canvass Board meeting time from one day to up to five days, to accommodate the increased volume of voted ballot envelopes requiring adjudication when the City elections are conducted concurrently with Federal, State and Borough elections.**
- **Authorizes the Canvass Board to initiate a recount when warranted, rather than limiting its role to recommending one. This recommended change would expedite the recount process and allow for a timely certification of the election when a recount is necessary.**





Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3519-2026**

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

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

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

WHEREAS, the overtime expense that was eligible for reimbursement from July of 2025 through the end of March, 2026 was \$17,551.37; and,

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

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

Section 1. That the City Manager is authorized to accept these funds from the AK HIDTA in the amount of \$17,551.37 and to expend those funds to fulfill the purpose and intent of this ordinance.

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

General Fund:

Increase Estimated Revenues –
State Grants – Police \$17,551.37

Increase Appropriations –
Police – Overtime \$17,551.37

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 20TH DAY OF May, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Logan Parks, Deputy City Clerk

Approved by Finance: _____



Introduced:	May 6, 2026
Enacted:	May 20, 2026
Effective:	May 20, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: April 27, 2026

SUBJECT: **Ordinance No. 3519-2026** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures.

The Kenai Police Department participates in the regional drug task force. Between July of 2025 and March of 2026 certain overtime worked in conjunction with the regional drug task force was eligible for reimbursement through the Alaska High Intensity Drug Trafficking Area (AK HIDTA). The Police Department requested reimbursement for \$17,551.37 in overtime expenditures.

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



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3520-2026**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE CHAPTER 14.10 - SUBDIVISION REGULATIONS AND AMENDING KENAI MUNICIPAL CODE SECTION 18.10.030 - STREET IMPROVEMENTS TO REMOVE ROAD DESIGN STANDARDS FROM CODE AND REPLACE THEM WITH A STREET DESIGN STANDARDS MANUAL.

WHEREAS, the availability and affordability of housing remain important issues for the community, and the City has taken steps to support residential development, including the sale and donation of City-owned land; and,

WHEREAS, Administration engaged with the Kenai Peninsula Borough, the Kenai Peninsula Economic Development District, local realtors, and both large- and small-scale developers to identify opportunities for the City to support additional residential development; and,

WHEREAS, development discussions highlighted the need for clearer and more consistent subdivision and roadway design standards; and,

WHEREAS, Public Works and Planning subsequently reviewed existing road and subdivision standards and in coordination with an engineering consultant, developed City of Kenai Street Design Standards Manual to reduce confusion, support predictable development review, and streamline processes for future development; and,

WHEREAS, Public Works posted the draft manual online and held an open to receive comments from local contractors and consultants and incorporate that feedback into the final manual; and,

WHEREAS, the City Council during their November 5, 2025 meeting approved a motion directing the Planning & Zoning Commission to bring forward recommendations to update Kenai Municipal Code 14.10 - *Subdivision Regulations*; and,

WHEREAS, at the Planning and Zoning Commission during their May 13, 2026 Meeting recommended the City Council _____ this Ordinance; and,

WHEREAS, the amendment of KMC 14.10 - *Subdivision Regulations* and the amendment of KMC 18.10.030 – *Street Improvements* to reference the Street Design Standards Manual is in the best interests of the City.

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

Section 1. Amendment of Chapter 14.10 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.010 - General is hereby amended as follows:

(a) Preliminary plats showing a subdivision of land, or a replat caused by proposed vacation of public right-of-way, lying within the corporate boundary of a first class or home rule City [SHALL] must be first submitted to the appropriate City for review prior to submittal of the plat to the Kenai Peninsula Borough Planning Department. In such instances, the [CITY PLANNING COMMISSION SHALL] Planning & Zoning

Commission will have forty-nine (49) days from the receipt in which to review the preliminary plat and take action.

(b) The preliminary plat submitted to the City [SHALL] must comply with the requirements of Sections 20.12.060 and 20.12.070 of the Kenai Peninsula Borough Code.

(c) The [CITY PLANNING COMMISSION] Planning & Zoning Commission and, if necessary, other appropriate municipal departments [SHALL] will review the plat or replat of a proposed vacation action and prepare written comments which [SHALL] will be included with the submittal of the plat to the Borough. The subdivider bears the responsibility for presentations to, and discussions with, the City so the final plat will conform to lawful ordinances and requirements of said City.

Section 2. Amendment of Section 14.10.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.030 - Jurisdiction and Procedure, is hereby amended as follows:

(a) It is unlawful for any person being the owner, agent, or person having control of any land within the City of Kenai to subdivide or lay out such land in lots, unless by a plat, in accordance with the regulations contained herein. A preliminary plat [SHALL] must be submitted to the City of Kenai, who [SHALL] will make recommendations to the Borough Planning Commission.

(b) The design and layout of all subdivisions [SHALL] must conform with the requirements of Section 14.10.070 hereof. The subdivider [SHALL] must submit a preliminary plan in accordance with the specifications of Section 14.10.040 hereof. Following approval of the preliminary plan, the subdivider [SHALL] must install the minimum improvements, furnish a bond or provide for guaranteeing such installations in accordance with the requirements of Section 14.10.080 hereof. Upon approval of improvement installations or arrangements therefor, the final plat [SHALL] must be submitted in accordance with the provisions of Section 14.10.040 hereof.

Section 3. Amendment of Section 14.10.060 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.060 - Submission to City Council, is hereby amended as follows:

(a) After review of the final plat by the [CITY PLANNING COMMISSION] Planning & Zoning Commission, such final plat, together with the recommendations of the Commission, [SHALL] will be submitted to the Kenai Peninsula Borough Planning Commission for approval.

(b) If the [CITY PLANNING COMMISSION] Planning & Zoning Commission rejects or withholds approval of a plat, the subdivider may request said plat be submitted to the City Council. The [SECRETARY] Planning Director, on behalf of the [CITY PLANNING COMMISSION] Planning & Zoning Commission [SHALL] will forward the proposed plat together with the report of the [CITY PLANNING COMMISSION] Planning & Zoning Commission stating the reason or reasons for the action taken. The City Council may make such findings and determinations as are deemed proper. If either a preliminary or final plat is disapproved by the [CITY PLANNING COMMISSION] Planning & Zoning Commission, it may be approved by the City Council.

(c) In accordance with Kenai Municipal Borough Code 20.65.050 - Action on Vacation Application, a Kenai Peninsula Borough Planning Commission decision to approve a vacation is not effective without the consent of the City Council, if the vacated area to be vacated is within the City. All vacation decisions made by the Kenai Peninsula Borough impacting the City of Kenai will be brought forth at the next scheduled City Council meeting. The Council will have thirty (30) days from the date of the Kenai Peninsula Borough Planning Commission approval to either consent or to veto the vacation. Notice of veto will be immediately given to the Kenai Peninsula Borough Planning Commission. Failure to act on the vacation within thirty (30) days will be considered to be consent to the vacation.

Section 4. Amendment of Section 14.10.070 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.070 - Subdivision Design Standards, is hereby amended as follows:

(a) Relationship to Adjoining Street System. The arrangement of streets in new subdivisions [SHALL] will make provisions for the continuation of the principal existing streets in adjoining areas (or their proper projection where adjoining land is not subdivided) insofar as they may be deemed necessary by the Commission for public requirements. The width of such streets in new subdivisions [SHALL] will be not less than the minimum widths established [HEREIN] in the current edition of the City of Kenai Road Design Manual. The street and alley arrangement [SHALL] must be such as not to cause a hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Offset streets should be avoided. Streets obviously in alignment with existing streets [SHALL] will bear the names of the existing streets. All proposed street names [SHALL] will be checked against duplication of other street names.

[(B) STREET AND ALLEY WIDTH.

(1) THE WIDTHS OF MAJOR HIGHWAYS SHALL CONFORM TO THE WIDTHS DESIGNATED ON THE MAJOR STREET PLAN.

(2) THE MINIMUM WIDTH FOR MINOR STREETS SHALL BE SIXTY (60) FEET, EXCEPT THAT THE KENAI CITY PLANNING AND ZONING COMMISSION, MAY, IN ITS DISCRETION BY MAJORITY VOTE OF ITS MEMBERS, LESSEN THIS DISTANCE TO NOT LESS THAN FIFTY (50) FEET. A WIDER STREET WIDTH MAY BE REQUIRED WHERE THE STORM WATER IS ACCOMMODATED IN AN OPEN DITCH OR IN DITCHES ALONG PAVEMENT. WHEN MINOR STREETS ADJOIN UNSUBDIVIDED PROPERTY, A HALF STREET AT LEAST THIRTY (30) FEET IN WIDTH MAY BE DEDICATED AND WHENEVER SUBDIVIDED PROPERTY ADJOINS A HALF STREET, THE REMAINDER OF THE STREET SHALL BE DEDICATED.

(3) ALLEYS ARE NOT RECOMMENDED IN SINGLE AND TWO-FAMILY RESIDENTIAL DISTRICTS; AND WHEN PROVIDED, A MINIMUM WIDTH OF TWENTY (20) FEET SHALL BE REQUIRED. ALLEYS ARE REQUIRED IN THE REAR OF ALL BUSINESS LOTS AND SHALL BE AT LEAST TWENTY (20) FEET WIDE. THERE SHALL BE PREPARED AND MAINTAINED FOR PUBLIC INFORMATION, A SET OF STANDARD SPECIFICATIONS FOR ALL CONSTRUCTION OF ANY NATURE TO ANY STREET, ALLEY, EASEMENT, OR OTHER PUBLIC WAY WITHIN THE CITY OF KENAI. SAID SPECIFICATIONS SHALL BE PREPARED BY THE CITY MANAGER AND SHALL BE MAINTAINED AS OTHER PUBLIC RECORDS.]

(b) [(C)] Easements. Easements of at least ten (10) feet in width [SHALL] must be provided on [EACH SIDE OF REAR] front lot lines and along the side or rear lot lines, where necessary, for poles, wires, conduits, storm, and sanitary sewers, gas, water, or other mains. Wherever possible, lot lines [SHALL] will be arranged to bisect the exterior angle so that pole guys will fall along the side lot lines. Easements of greater width may be required along or across lots where necessary for the extension of main sewers or other utilities or where both water and sewer lines are located in the same easement.

(c) [(D)] Blocks.

(1) No block [SHALL] will be longer than one thousand four hundred (1,400) feet. Where blocks are longer than one thousand (1,000) feet, a crosswalk at least ten (10) feet in width may be required near the center of the block.

(2) In platting residential lots containing less than ten thousand (10,000) square feet, the depth of the block should not exceed twice the minimum width allowed under the zone district in which the lot is located.

(3) Where a tract of land is of such size or location as to prevent a lot arrangement directly related to a normal street design, there may be established one or more courts, dead end streets, or other arrangements; provided, however, that proper access [SHALL] must be given to all lots from a dedicated street or court. A dead-end street [SHALL] must [TERMINATE IN AN OPEN SPACE (PREFERABLY CIRCULAR) HAVING A MINIMUM RADIUS OF FIFTY (50) FEET] conform to standards set by

the current edition of the City of Kenai Road Design Manual. [A DEAD END STREET SHALL NOT EXCEED ONE THOUSAND (1,000) FEET IN LENGTH.]

(d) [(E)] Lots.

- (1) The lot arrangement and design [SHALL] must be such that all lots will provide satisfactory and desirable building sites, properly related to topography and the character of surrounding development.
- (2) All sidelines of lots [SHALL] must be at right angles to straight street lines and radial to curved street lines, except where a variation to this rule will provide a better street and lot layout. Lots with double frontage shall be avoided.
- (3) No lot [SHALL] must have an area or width less than that required by the zoning ordinance.
- (4) Where corner lots back upon lots facing the side street, the corner lot [SHALL] must have an extra ten foot width sufficient to permit the establishment of front building lines on both the front and side of the lots adjoining the streets.
- (5) In subdivisions where septic tanks or other individual sewage disposal devices are to be installed, the size of all lots included in such subdivision [SHALL] must be sufficient to meet Alaska Department of Environmental Conservation requirements.

(e) [(F)] Character of Development. The subdivider [SHALL] must confer with the Commission regarding the type and character of development that will be permitted in the subdivision, and may agree to place certain minimum restrictions upon the property to prevent the construction of substandard buildings, control the type of structures or the use of the lots which, unless so controlled, would clearly depreciate the character and value of the proposed subdivision and of adjoining property. Covenants running with the land may be included to provide for the creation of a Property Owners' Association or Board of Trustees for the proper protection and maintenance of the development in the future, provided, however, that such covenants [SHALL] may not contain reversionary clauses wherein any lots [SHALL] will return to the subdivider because of a violation thereon of the terms of the covenants. Covenants will not be enforced by the City.

(f) [(G)] Parks, Schools, and Sites. In subdividing property, consideration [SHALL] will be given to suitable sites for schools, parks, playgrounds, and other common areas for public use so as to conform to any recommendations of the City's Comprehensive Plan, or any City Council approved plan, such as the Parks & Recreation Master Plan or Airport Master Plan. Any provision for schools, parks, and playgrounds should be indicated on the preliminary plan in order that it may be determined when and in what manner such areas will be provided or acquired by the appropriate taxing agency.

(g) [(H)] Easements Along Streams. Whenever any stream or important drainage course is located in any area which is being subdivided, the subdivider [SHALL] must provide an adequate easement along each side of the stream for the purpose of widening, deepening, sloping, improving, or protecting the stream for drainage purposes.

(1) The State of Alaska Department of Fish and Game has jurisdiction over anadromous fish and pursuant to AS 16.05.871 and 5 AAC 95.011 maintains and updates the "Atlas and Catalog of Waters Important for Spawning, Rearing, or Migration of Anadromous Fish." Management of impacted watersheds is administered through the Kenai Peninsula Borough.

(2) The Kenai Peninsula Borough, through the Kenai River Center, reviews developments that may impact the Kenai River watershed. The City of Kenai Floodplain Administrator, as designated in KMC 14.30.040(b), will refer developers or subdividers to the River Center. An application for a permit must be made to the Kenai River Center, if impacts are deemed likely to occur.

Section 5. Amendment of Section of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.080 - Minimum Improvements Required, is hereby amended as follows:

(a) Receipt of the signed copy of the approved preliminary plan is authorization for the subdivider to proceed with the preparation of plans and specifications for the following minimum improvements and with the preparation of the final plat. Prior to the construction of any improvements required (or to the submission of a bond in lieu thereof), the subdivider [SHALL] must furnish the [CITY PLANNING COMMISSION] Planning & Zoning Commission all plans, information, and data necessary to determine the character of said improvements. These plans [SHALL] will be examined by the [CITY ENGINEER OR A PROFESSIONAL ENGINEER UNDER CONTRACT] City Public Works Director, or their designee to review all subdivisions by the [PLANNING COMMISSION] Planning & Zoning Commission, and will be approved if in accordance with the requirements of this section. Following this approval, construction can be started (or the amount of a bond determined).

(b) No final or official plat of any subdivision, except for subdivisions prepared by the City of Kenai, [SHALL] will be approved unless:

(1) The improvements listed in the following subsections have been installed prior to such approval, or

(2) The subdivider [SHALL] must file with the City Clerk security, such as but not limited to, a surety bond, cashier's check, or a certified check [UPON AN ALASKAN BANK] conditioned to secure the construction of the improvements listed in the following subsections in a satisfactory manner and within a period specified by the City Council, but such period [SHALL] may not exceed two (2) years. No such security, bond, or check [SHALL] will be accepted unless it be enforceable by or payable to the City in a sum at least equal to the cost of constructing the improvements as estimated by the [CITY ENGINEER OR HIS EQUIVALENT UNDER CONTRACT BY THE CITY] City Public Works Director, or their designee, and in form with surety and conditions approved by the City Attorney.

(c) All street and public ways [SHALL] must be graded to their full width and to the appropriate grade, and [SHALL] must be surfaced [TO A MINIMUM WIDTH OF THIRTY (30) FEET] as specified in accordance with [APPLICABLE STANDARD SPECIFICATIONS OF THE CITY] the current edition of the City of Kenai Road Design Manual, and all streets in any subdivision that the [CITY PLANNING COMMISSION] Planning & Zoning Commission [SHALL] designates as major streets [SHALL] must be surfaced to a minimum width [OF FORTY (40) FEET] as specified in accordance with the current edition of the City of Kenai Road Design Manual. The cross-section of construction [SHALL] must contain non-frost susceptible material to the depth [OF FORTY-TWO (42) INCHES FROM APPROPRIATE GRADE, AND IN THE ABSENCE OF ANY OTHER SPECIFIED DEPTH BY APPLICABLE STANDARD SPECIFICATIONS OF THE CITY] specified in the current edition of the City of Kenai Road Design Manual. Such construction [SHALL] will be subject to inspection and approval by the [CITY ENGINEER OR HIS EQUIVALENT UNDER CONTRACT BY THE CITY] City Public Works Director, or their designee, and [SHALL] must comply with all applicable City standards for construction.

(d) Concrete sidewalks [NOT LESS THAN FOUR (4) FEET IN WIDTH SHALL] must be constructed along specified road types as prescribed in the current edition of the City of Kenai Road Design Manual. [ALONG AT LEAST ONE SIDE OF ALL MAJOR STREETS AND ARTERIAL STREETS. THE PLANNING COMMISSION MAY ALSO REQUIRE THE CONSTRUCTION OF SIDEWALKS ALONG AT LEAST ONE SIDE OF MINOR STREETS. (IN SUBDIVISION OF TEN (10) LOTS OR LESS, THE SUBDIVIDER WILL INCLUDE A COVENANT ON THE RECORDED PLAT THAT WHEN AN IMPROVEMENT DISTRICT IS FORMED, THE REAL PROPERTY INVOLVED WILL BE A PART OF THE IMPROVEMENT DISTRICT WITHOUT FURTHER ACTION BY THE THEN OWNER OF THE PROPERTY IN QUESTION.)]

(e) In subdivisions [OF TEN (10) OR MORE LOTS], an approved [PUBLIC] water supply [SHALL] must be provided for each lot within the subdivision area. [WATER MAINS SHALL BE BURIED AT LEAST EIGHT (8) FEET DEEP WITH THE DEPTH TO BE DETERMINED BY MEASURING FROM THE GRADE LINE OF THE PLANNED

PRELIMINARY FUTURE STREET GRADES OR, IF THERE ARE NO PLANNED FUTURE STREET GRADES, FROM THE NATURAL GRADE OF THE ADJACENT RIGHT-OF-WAY TO THE TOP OF THE MAIN BEING INSTALLED. FIRE HYDRANTS SHALL ALSO BE INSTALLED IN ALL SUBDIVISIONS AND IN ACCORDANCE WITH THE SPECIFICATIONS OF THE NATION BOARD OF FIRE UNDERWRITERS. (IN SUBDIVISIONS OF TEN (10) LOTS OR LESS, THE SUBDIVIDER WILL INCLUDE A COVENANT ON THE RECORDED PLAT THAT WHEN AN IMPROVEMENT DISTRICT IS FORMED, THE REAL PROPERTY INVOLVED WILL BE A PART OF THE IMPROVEMENT DISTRICT WITHOUT FURTHER ACTION BY THE THEN OWNER OF THE PROPERTY IN QUESTION.)]

(f) The subdivider [SHALL] must install sanitary sewer lines to serve each lot. All such sewer lines [SHALL] must be constructed in accordance with regulations and requirements of, and under the supervision of the Public Works Director's office or [HIS] their equivalent under contract by the City if such sanitary sewers are available for connection by the said subdivider and are located within one thousand five hundred (1,500) feet of the subdivider's nearest lot line.

(g) All necessary facilities, either underground pipe or drainage ditches, [SHALL] must be installed to provide adequate disposal of surface water and to maintain any natural watercourses.

(1) In the event a subdivider is unable to comply with the requirements of this section, then any plat [SHALL] must contain a covenant that all of the lots in any subdivision, as defined in this chapter, [SHALL] will be subject to assessment for any of the improvements required herein when installed at a future time by the City, provided that insertion of covenants on a plat [SHALL] will not be permitted in lieu of installation of street improvements for new subdivisions as provided in this section, except for subdivisions fronting on dedicated streets or [STREETS] rights-of-way dedicated in federal patents or in subdivisions of two and one-half (2 1/2) acre homesites (or smaller) owned by the original patentee.

Section 6. Amendment of Section 14.10.100 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.100 – Enforcement, is hereby amended as follows:

(a) No plat of any subdivision [SHALL] will be qualified for recording in the office of the district magistrate of the State of Alaska or have any validity until approved in the manner prescribed herein.

(b) The City Council [SHALL] will not permit any public improvements over which it has not any control to be made or any money expended for improvements in any area that has been subdivided or upon any street that has been platted, after the date of the adoption of this chapter unless such subdivision or street has been approved in accordance with the provisions contained herein.

Section 7. Amendment of Section 14.10.110 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.110 – Changes and Amendments, is hereby amended as follows:

Any regulations or provisions of this chapter may be changed and amended from time to time by the City Council provided, however, that such changes or amendments [SHALL] will not become effective until after study and report by the Planning Commission and until after a public hearing has been held, public notice of which [SHALL] will have been given in a newspaper of general circulation at least fifteen (15) days prior to such hearing and posted in the City Hall.

Section 8. Amendment of Section 14.10.120 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.10.120 – Division of a Commercial Tract, is hereby amended as follows:

(a) The owner of a commercial tract located in a commercial zone may divide the tract into fragment lots provided that such a division is not inconsistent with the approved commercial site plan and recorded declarations, covenants and restrictions applicable to the commercial tract. Any property description used to divide an area of the commercial tract into a fragment lot [SHALL] will not be considered a lot or tract under terms of this Title or Title 4 of this code, but [SHALL] will be otherwise a lawful lot or tract. Any

fragment lot created under this section [SHALL] must contain the minimum area, width and depth otherwise required for lots in the zoning district in which the fragment lot is located.

Section 9. Amendment of Section 18.10.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 18.10.030 – Street Improvements, is hereby amended as follows:

All streets and public ways [SHALL] must be constructed in compliance the City of Kenai Street Design Standards Manual. [GRADED TO THEIR FULL WIDTH, AS REQUIRED BY THE CITY MANAGER TO THE APPROPRIATE GRADE, AND SHALL BE SURFACED TO A MINIMUM WIDTH OF THIRTY FEET (30'), AND ALL MAJOR STREETS SHALL BE SURFACED TO A MINIMUM WIDTH OF FORTY FEET (40'). THE CROSS-SECTION OF CONSTRUCTION SHALL CONTAIN NON-FROST, SUSCEPTIBLE MATERIAL TO THE DEPTH OF FORTY-TWO INCHES (42") OR DOWN TO SAND, AS REQUIRED BY THE CITY MANAGER, FROM THE GRADE APPROVED BY THE CITY, THEN THERE SHALL BE ADDED NON-FROST, SUSCEPTIBLE MATERIAL EIGHTEEN INCHES (18") OF THE NORMAL SURFACE GRADE OF THE ADJACENT LOTS; OR, AS ESTABLISHED BY THE CITY MANAGER, THERE SHALL BE ADDED THEREON GRAVEL APPROVED BY THE CITY MANAGER FOR A DEPTH OF SIX INCHES (6"), SO THE CROWN OF THE FINISHED STREET SHALL BE NOT LESS THAN TWELVE INCHES (12") FROM NORMAL SURFACE GRADE OF THE ADJACENT LOTS BEFORE COMPACTION OF THE GRAVEL.] Such construction shall be subject to inspection and approval by the [CITY MANAGER] City Public Works Director or their designee. [, AND SHALL COMPLY WITH ALL APPLICABLE CITY STANDARDS FOR CONSTRUCTION.]

Section 10. 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] will be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment [SHALL] will have been rendered, and [SHALL] will 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 11. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MAY, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Logan Parks, Deputy City Clerk

Introduced: May 6, 2026
Enacted: May 20, 2026
Effective: June 19, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Lee Frey, Public Works Director

FROM: Kevin Buettner, Planning Director

DATE: April 14, 2026

SUBJECT: **Ordinance No. 3520-2026 – Amending Kenai Municipal Code Chapter 14.10 - Subdivision Regulations and Amending Kenai Municipal Code Section 18.10.030 - Street Improvements to Remove Road Design Standards from Code and Replace them with a Street Design Standards Manual. (Administration).**

Based on the community survey in autumn 2025, housing availability and affordability were noted as important issues within the community. This was further highlighted during conversations with the Kenai Peninsula Borough, Kenai Peninsula Economic Development District (KPEDD), local realtors, and both large- and small-scale developers that took place during a Housing Assessment effort sponsored by KPEDD.

During the development discussions, developers highlighted the need for clean and consistent subdivision design, roadway, and utility standards. These requirements occur in several places in Kenai Municipal Code. Administration determined, in an effort to streamline development requirements, it would be best to remove the standards from code and reference a separate design manual. This policy would allow Administration to be update the manual as needed without making changes to code.

The Public Works Department subsequently reviewed existing road and subdivision standards and in coordination with an engineering consultant and developed a draft City of Kenai Street Design Standards Manual. This was in an effort to reduce confusion, support predictable development review, and streamline processes for future development. They held an Open House on April 13th and received comments from local contractors and consultants which have been reviewed and incorporated into the final document included. Council will be notified of future changes to the Manual. Utility standards are being reviewed and will be introduced at a future date.

Based on these changes, and following Council’s directive from the November 5, 2025 regular meeting, the Planning & Zoning Department reviewed all code reference regarding subdivision regulations, as well as road standards, which are contained therein. After hosting a Work Session

with the Planning & Zoning Commission in late 2025, the proposed changes to code and the draft standards are presented to Council for their consideration.

Thank you for your consideration.





Street Design

Standards

Manual

City of Kenai Public Works Department

Date: April 28, 2026

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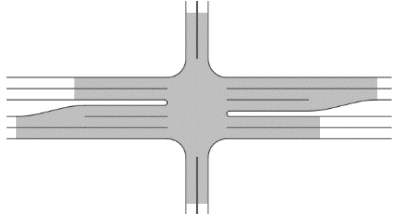
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SECTION A. ACRONYMS & ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
ADFG	Alaska Department of Fish and Game
ADT	Average Daily Traffic
ADOT&PF	Alaska Department of Transportation and Public Facilities
ATM	Alaska Test Method
COK	City of Kenai
FHWA	Federal Highway Administration
ft	feet
h:v	Horizontal to vertical
IFC	International Fire Code
in	inches
L RTP	Long Range Transportation Plan
mph	miles per hour
N/A	Not applicable
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Intent
NRCS	Natural Resources Conservation Service
NTP	Notice to proceed
OHWM	Ordinary high water mark
OSHP	Official Streets and Highways Plan
ROW	Right-of-way
SCS	Soil Conservation Service
VPD	Vehicles per day

SECTION B. DEFINITIONS

Access Point	The location along a road at which a driveway or road intersects.
Alley	A narrow street located behind or between buildings, often used as pedestrian access or rear vehicle service.
Arterial	A road that provides a high level of mobility within the transportation network. Arterials have managed access with a minimal number of intersections or interchanges.
Average Daily Traffic	The total number of vehicle trips during a given time period (in whole days greater than one day and less than one year) divided by the number of days in that time period.
Backslope	On a roadway section in a cut, the portion of the roadside that slopes up from the roadside ditch and away from the roadway to the top of the cut, see Figure A-1.
Catchment Area	The total area contributing stormwater runoff to a particular point, site, or structure.
Collector	A road that links local roads with arterials and performs some duties of each. Collectors have managed access with a moderate number of intersections and driveways.
Curve Return	The curve located at the corner of an intersection, connecting the roadway edge of one road to the roadway edge of an intersecting road or driveway.
Detention	The temporary storage of runoff, for later controlled release.
Drainage Pattern	The configuration of a drainage system including manmade and natural features within a catchment area.
Driveway	A vehicular access way between a road and a parking area within a lot or property.
Embankment	Earthen material that is placed and compacted for the purpose of raising the grade of a roadway.
Engineer	An individual who is registered as a Professional Civil Engineer in the State of Alaska.

Feasible	Reasonable and capable of being done or carried out.
Foreslope	On a roadway section, the portion of the roadside that slopes down and away from the roadway, see Figure A-1.
Functional Area	<p>The physical area of an intersection and the area extending both upstream and downstream which includes perception reaction distance, maneuver distance, and storage length.</p> 
Intersection	The general area where two or more roads join or cross.
Local Road	A road that provides access to abutting property, rather than to serve through traffic. Local roads are not access controlled and can have frequent intersections and driveways.
Lot Frontage	A property line that abuts the right-of-way that provides access to the lot.
Ordinary High Water Mark	The elevation marking the highest water level which has been maintained for a sufficient time to leave evidence upon the landscape. Generally, it is the point where the natural vegetation changes from predominately aquatic to upland species.
Positive Drainage	Clear, unobstructed flow of water away from structures and roadways without localized ponding.
Regulated Stream	Any watercourse along which the flood hazard areas have been mapped and approved by the Federal Emergency Management Agency; any stream which harbors fish, as determined by the Alaska Department of Fish and Game; or any stream designated as regulated by COK.
Retention	The prevention of runoff. Stormwater, which is retained, remains indefinitely, with the exception of the volume lost to evaporation, plant uptake, or infiltration.

Right-of-way	A strip of land reserved, used, or to be used for a street, alley, walkway, airport, railroad, or other public or private purpose.
Road	A general term denoting a public thoroughfare used, or intended to be used, for passage or travel.
Road Prism	The foundation that supports the roadway; see Figure A-1.
Roadway	The portion of a road that includes driving lanes and shoulders, see Figure A-1.
Segment	A portion of road between two significant intersections or an intersection and its terminus.
Shoulder	The portion of a roadway contiguous to any traveled way for lateral support of surface courses, see Figure A-1.
Street	A general term usually denoting an urban or suburban road.
Stub	A right-of-way or road segment that is planned to be extended, typically short in length, which terminates at the boundary of a subdivision or masterplan phase.
T-intersection	A three-leg intersection in the form of a "T".
Through Street	A road given preferential right of way; roads which intersect a through street are controlled, such as with a stop sign or yield sign.
Water Body	A permanent or temporary area of standing or flowing water. Water depth is such that water, and not air, is the principal medium in which organisms live. Water bodies include, but are not limited to: lakes, ponds, streams, rivers, sloughs, and all saltwater bodies.

INTRODUCTION

This manual is intended to accomplish the following goals:

- (1) To establish standards for the design and construction of transportation networks throughout the City of Kenai right-of-ways.
- (2) To provide information and guidelines for the design, construction, and upgrade of roads within rights-of-way.
- (3) To develop and maintain a safer and more efficient transportation system.
- (4) To minimize operation & maintenance efforts.

SECTION A. STREET DESIGN

A1 General

These provisions establish appropriate standards for the design of roads. The purpose of these provisions is to:

- (1) promote the safety and convenience of motorized and non-motorized traffic;
- (2) promote the safety of residents and users;
- (3) minimize the long-term costs for maintenance and repair; and
- (4) provide guidelines and standards for public use

A2 Applicability

These standards apply to the design and construction of all subdivision road improvements and construction within the City of Kenai (COK).

A3 Street Classifications

Roads within the COK fall within one of the following functional classifications as defined by the State of Alaska Department of Transportation, Interstate, Principal Arterial, Minor Arterial, Major Collector, Minor Collector, and Local Road. Functional classification of a road is based on its function, design, and current potential use. The functional classification of existing roads abutting or affecting the design of a subdivision or land development may be reviewed during the preapplication process. Existing mapping can be found here,

<https://akdot.maps.arcgis.com/home/webmap/viewer.html?webmap=8d34059bbfed4fada20a4fdc2a138aca>

This section provides design guidance for roads falling below arterials classifications. All interstates and arterials located within City of Kenai are owned, designed and maintained by the Department of Transportation. Local road, and collector functions including residential, residential sub-collector, residential collector, commercial, and pioneer road classifications are covered in this guide.

City of Kenai Road Classification Map included as Appendix 1.

A3.1 Residential Street

Residential streets are local roads intended to carry the least amount of traffic at the lowest speed. The Residential Street will provide the safest and most desirable environment for a residential neighborhood. Developments should be designed so that all, or the maximum number possible, of the homes will front this class of street.

A3.2 Residential Sub-Collector Street

Residential Sub-collector streets are local roads that carry more traffic than Residential streets.

A3.3 Residential Collector Street

Residential Collector streets are the highest order of residential streets and are a type of collector. In large residential developments, this class of street may be necessary to carry traffic from one neighborhood to another or from the neighborhood to other areas in the community. Residential Collector streets should offer minimal direct access points.

A3.4 Pioneer Road

Pioneer Roads are intended to allow road development to access lots through undeveloped Right-of-Way and may only be used where allowed by COK. This classification establishes minimum requirements for roads providing physical access, but should otherwise be designed to Residential, Residential Sub-Collector or Residential Collector standard as required by this section. No COK maintenance will be provided for Pioneer Roads. Pioneer Roads may be constructed no less than ½-width as required by the classification and be offset from the centerline of the ROW to facilitate future expansion. COK may require engineering or construction of a Pioneer Road at a higher classification if future development of a ROW is anticipated.

A3.5 Commercial Street

Commercial Streets serve corridors with large amounts of adjacent commercial land uses. Commercial streets should emphasize convenient vehicular traffic movement and access to adjacent properties.

A3.6 Alleys

Alleys are permitted provided legal and physical access conforms to COK or other applicable code. Alleys provide secondary access to lots. No COK maintenance will be provided for Alleys.

A4 Design Criteria

The minimum design criteria for Residential, Residential Sub-Collector, Residential Collector streets, Pioneer Roads, and Commercial Streets are set forth in Table A-1. Any unspecified design criteria shall meet or exceed the design criteria for the roadway design speed in the latest edition of *A Policy on Geometric Design of Highways and Streets* (AASHTO). Higher design speeds may require corresponding changes to other design parameters such as alignment and will be proposed by design engineer and approved by City.

Commercial streets should be designed to meet the standards of AASHTO, International Fire Code (IFC), and any other applicable standards or code along with the COK code.

Table A-1: Design Criteria

	Unit	Residential	Residential Sub-Collector	Residential Collector	Pioneer Road	Commercial
Average Daily Traffic	VPD	≤400	401 – 1000	1001 – 3000	–	–
Typical Section						
ROW Width ¹	ft	60	60	60	60	60
Lane Width	ft	10	11	12	11	14
Standard Gravel Shoulder Width	ft	2	2	2	0	2
Shared Paved Shoulder Width ²	ft	4	4	6	N/A	6
Roadway Width	ft	24	26	28	12	32
Foreslope ³	h:v	3:1	3:1	3:1	2:1	3:1
Backslope ⁴	h:v	2:1	2:1	2:1	2:1	2:1
Crown, gravel	%	3	3	3	3	3
Crown, pavement	%	2	2	2	2	2
Engineering Criteria						
Design Speed ⁶	mph	25	25	25	25	25
Stopping Sight Distance	ft	155	155	155	155	155
Horizontal Alignment						
Minimum Centerline Radius	ft	225	225	225	225	225
Minimum Tangent Between Curves	ft	100	100	100	100	100
Vertical Alignment						
Maximum Centerline Grade	%	10	10	10	10	6
Minimum Flow Line Grades	%	0.5	0.5	0.5	0.5	1
Intersections						
Minimum ROW Corner Radius	ft	30	30	30	30	45
Minimum Curve Return Radius ⁵	ft	20	25	30	20	40
Maximum Grade on through street within 50 feet of intersection	%	4	4	4	-	4

¹ Minimum ROW required for new dedications; width of existing ROW may vary.

² An optional paved shoulder may be provided on one or both sides of paved streets for non-motorized shared use.

³ Install guardrail when required by the latest edition of the *Roadside Design Guide* (AASHTO).

⁴ 2:1 Back slopes may be steepened to 1.5:1 if cuts exceed 5 feet and appropriate slope stabilization, as determined by the design engineer, is used. Retaining walls may be used to replace or augment backslopes.

⁵ 40-foot minimum curve return radius at intersections with higher order streets.

⁶ Posted speeds are variable and approved by COK. Design speeds may be increased as approved by COK.

A5 Typical Section

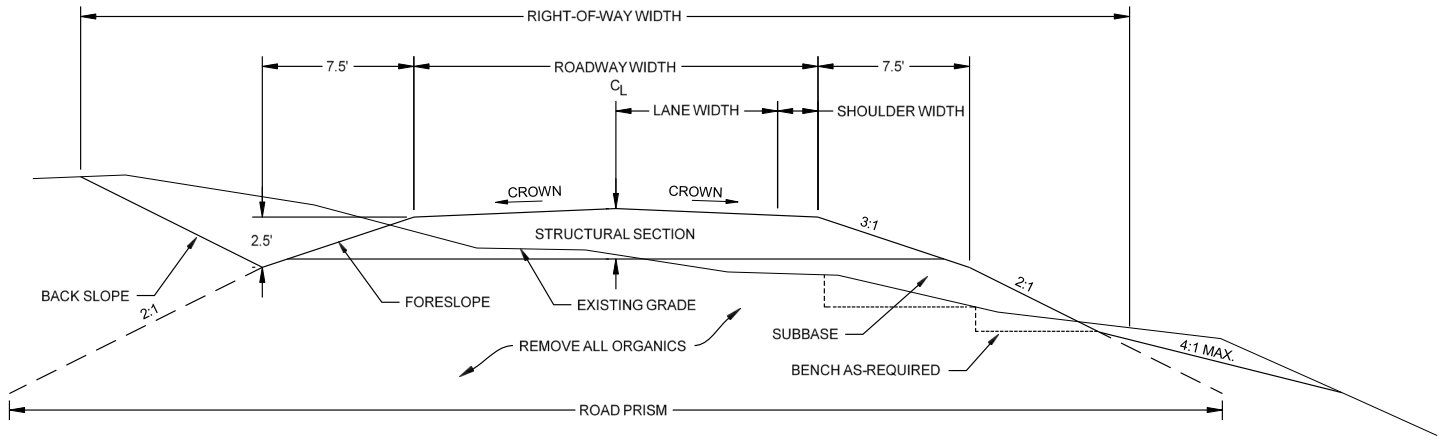


Figure A-1: Typical Section

A6 Turnarounds

Streets with only one inlet shall terminate with a constructed turnaround, unless otherwise provided by A6.2. 24' road width shown in variable based on street classification.

A6.1 Cul-de-sac Turnarounds

- (a) A cul-de-sac turnaround with a drivable surface diameter (shoulder to shoulder) of 96 feet centered in a ROW diameter of 120 feet shall be provided at the terminus.
- (b) Cul-de-sac turnarounds shall meet the configuration and dimensions shown in Figure A-2.
- (c) The grade throughout the surface of a cul-de-sac, as depicted in the shaded portion of Figure A-2, shall not exceed 4 percent.

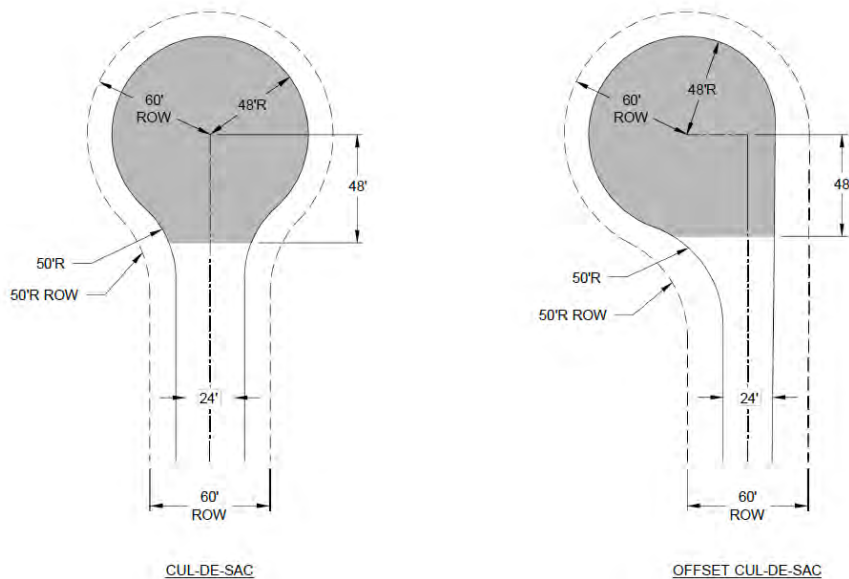


Figure A-2: Cul-de-sac Options

A6.2 Alternate Turnarounds

- (a) COK may permit a street to terminate with an alternative turnaround that meets fire code when such a design is required by extreme environmental or topographical conditions, unusual or irregularly shaped tract boundaries, insufficient room for a cul-de-sac, or when the location of the turnaround is intended to become an intersection.
- (b) Alternate turnarounds shall meet the configuration and dimensions shown in Figure A-3.
- (c) The grade throughout the turnaround surface, as depicted in the shaded portion of Figure A-3, shall not exceed 4 percent.

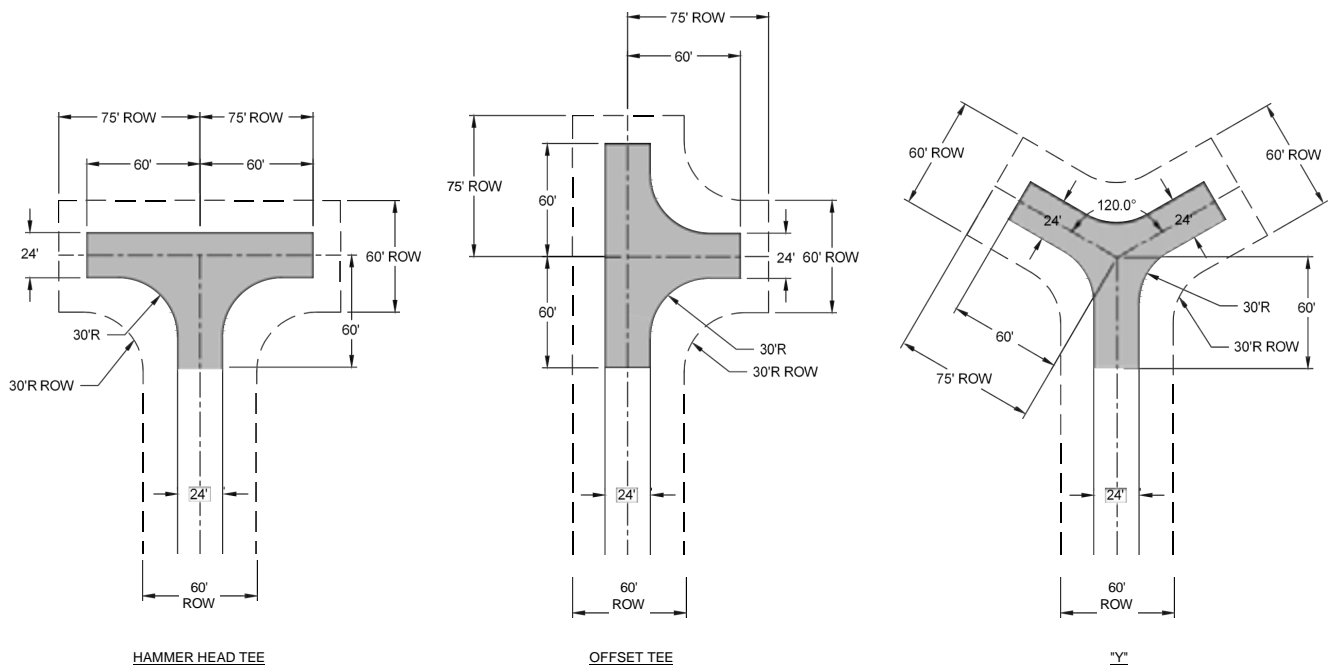


Figure A-3: Alternate Turnarounds

A7 Stub Streets

A7.1 Stub Street Construction

No construction is required if physical access is provided to all lots by adjoining streets as required by COK or other applicable code.

A7.2 Temporary Turnarounds

Stub streets requiring construction that exceed 200 feet in length (measured from the intersection point to the end of required construction) will meet the requirements of A6.1 or A6.2. A temporary easement will be provided for the turnaround, which will automatically terminate upon extension of the street and physical removal of the turnaround. The centerline grade on stub streets without turnarounds shall not exceed 4%.

A8 Intersections

A8.1 Intersection Sight Distance

- (a) Whenever a proposed street intersects an existing or proposed street of higher order, the street of lower order shall be made a stop-controlled street, unless alternate intersection control is used as allowed by this subsection.
- (b) Stop controlled streets shall be designed to provide intersection sight distance as specified in this subsection, Table A-2, and Figure A-4.
- (c) The entire area of the intersection sight triangles shown in Figure A-4 shall be designed to provide a clear view from point A at 3.5 feet above the roadway to all points 3.5 feet above the roadway along the lane centerlines from point B to point C and point D to point E.
- (d) Sight distances less than the recommended shall only be used when there are topographical or other physical constraints outside of the applicant's control.
- (e) The minimum sight distances listed in Table A-2 are for a passenger car to turn onto a two-lane undivided street and minor road approach grades of 3 percent or less. For other conditions, the minimum sight distance should be calculated by the applicant's engineer according to *A Policy on Geometric Design of Highways and Streets* (AASHTO).
- (f) Sight distances less than the minimum, where no other options exist, will require alternate intersection control or warning signs as determined by the Applicant's engineer and approved by COK.
- (g) Intersection sight triangles shall be located in their entirety within ROW or a sight distance maintenance easement.
- (h) Yield controlled intersections shall conform to sight distance requirements according to *A Policy on Geometric Design of Highways and Streets* (AASHTO).
- (i) Intersections with state or other municipal ROW are subject to their respective requirements and review.

Table A-2: Recommended and Minimum Intersection Sight Distance

Design Speed or Posted Speed Limit (whichever is greater)	S _d Recommended	S _d Minimum
MPH	Ft	ft
15	225	170
20	300	225
25	370	280
30	450	335
35	580	390
40	750	445
45	950	500

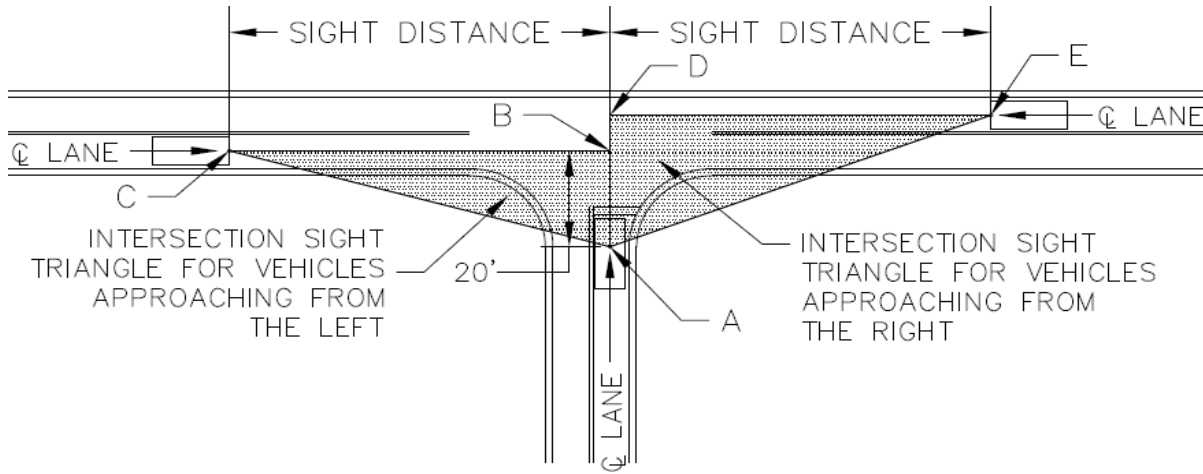


Figure A-4: Intersection Sight Distance

A8.2 Intersection Spacing

- (a) Minimum centerline to centerline distance between intersections on the same side or opposing sides of the through street shall be:
 - (1) 155 feet on Residential streets;
 - (2) 200 feet on Residential Sub-Collector streets; or
 - (3) 300 feet on Residential Collectors and Commercial streets.
- (b) If the above spacing along the through street cannot be met, intersections shall be aligned directly across from each other.
- (c) Where pre-existing conditions do not allow for the above spacing and no other legal access exists, alternate spacing or offset most closely meeting (a) or (b) above may be allowed.
- (d) Additional intersections should be avoided within the functional area of major intersections with turning bays and approach tapers. Exceptions require COK approval based upon constraints and no other feasible alternatives.

A8.3 Minimum Intersection Angle

Streets should intersect with a straight segment at an angle as close to 90° as possible, but no less than 70°, for a minimum of 75 feet from the intersection point, as shown in Figure A-5.

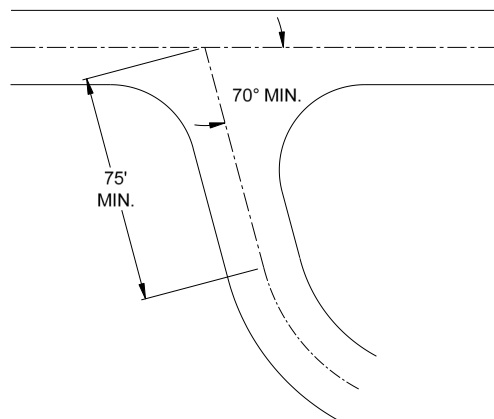


Figure A-5: Intersection Angle

A8.4 Landing

Controlled streets shall be provided with a typical 30-foot landing, conforming to Figure A-6, at its approach to a through street. The landing shall be sloped to match the crown of the through street. Vertical curves shall not be located in the landing to the extent feasible. Where a negative slope away from the through street is not feasible due to topographical constraints, the road shall be constructed in a manner that prevents water from flowing onto the through street.

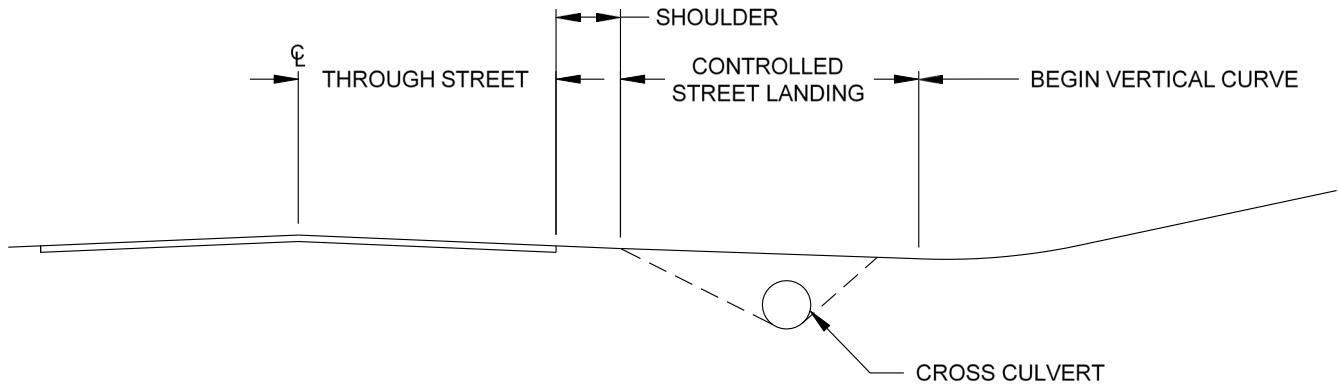


Figure A-6: Controlled Street Landing Profile

A8.5 Paved Apron

A proposed street, not requiring pavement, which intersects an existing paved street shall be provided with a paved apron 30 feet from the edge of the existing pavement.

A9 Driveways

Driveways are not usually required to be constructed within the ROW at time of road construction. However, if an applicant chooses to construct driveways, driveway permits are required. An individual permit is required for each individual driveway along a road construction project. A driveway permit application can be obtained from COK.

Maximum width of driveways shall be 30 feet. Waivers for wider driveways must be approved through Planning and Zoning Commission. New driveways through sidewalks or multi-use pathways must conform to ADA guidelines and use parallel ramps where the cross slope does not exceed 2%. Driveways connected to paved roads at a minimum must have a 2" thick, 2' wide apron extending off the edge of the paved roadway.

Access onto State of Alaska or Kenai Peninsula Borough owned roads is regulated by those agencies and must conform to their requirements. COK does not require a COK Driveway Permit for access onto these roads, but the approved permits from the proper agency will be required for submittal for development of the lot.

A10 Bicycle and Pedestrian Paths

Bicycle and pedestrian paths constructed within public ROW shall conform to the current edition of *Guide for the Development of Bicycle Facilities* (AASHTO), and any other applicable local, state, and

federal requirements.

A11 Signage

Signs shall be provided and installed by the applicant in conformance with the latest edition of the *Alaska Traffic Manual (ADOT&PF)* and the *Alaska Sign Design Specifications (ADOT&PF)*.

Signage shall be installed per Figure A-7, A-8 and A-9.

Install sign posts according to soil conditions. In firm soils, drive the post to a minimum depth of 30" or refusal. In loose soils use Figure A-9, excavate the post foundation 24" in diameter and depth specified based on sign area, place the base of the post in the bottom of the hole and backfill with subbase material to existing grade. Compact the backfill with a tamping bar or other method until firm. Soil conditions and point of refusal will be determined by Designer of Record or City Representative.

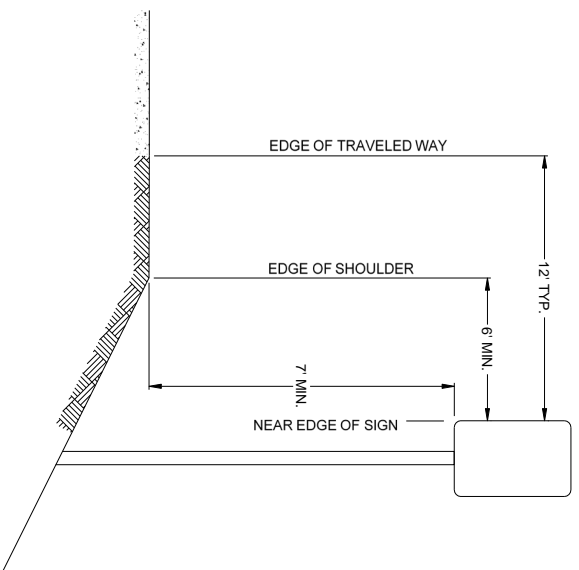


Figure A-7: Sign Placement

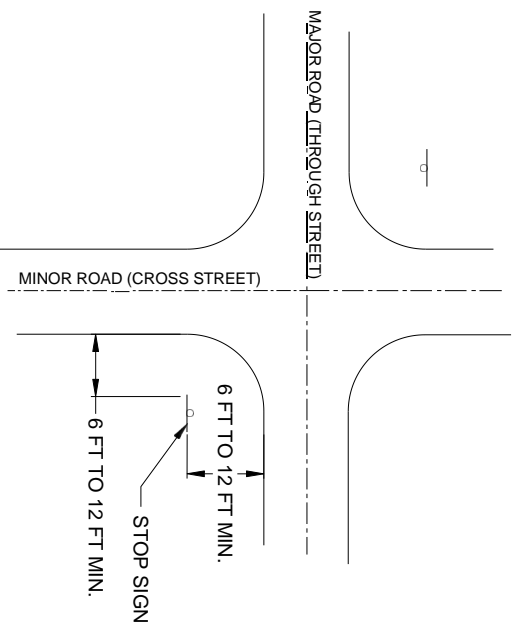
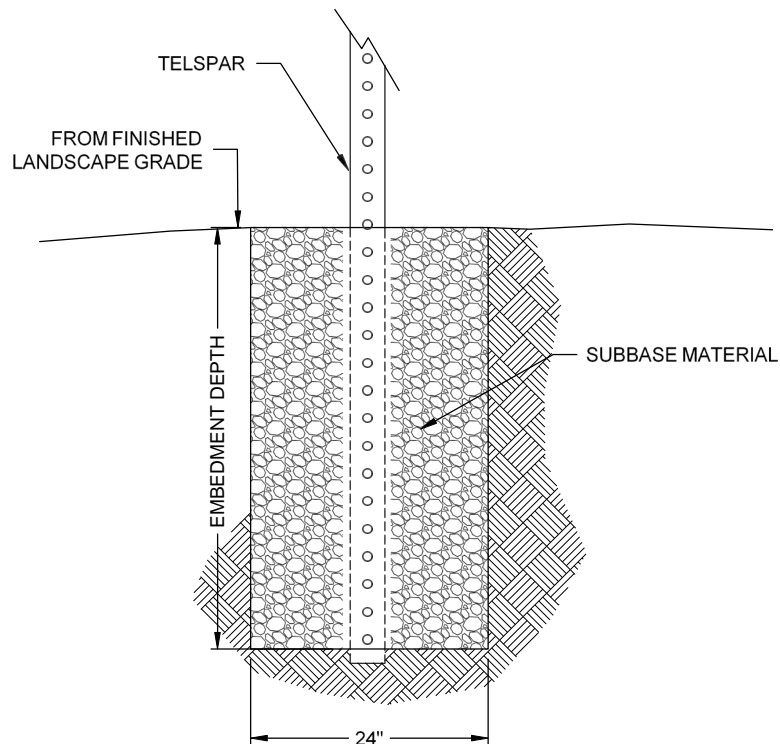


Figure A-8: Stop Sign Location



PERFORATED STEEL TUBES (P.S.T.) (12ga. - 0.105" WALL THICKNESS)		
SIGN SURFACE AREA SQUARE FOOT	POST SIZE	EMBEDMENT DEPTH
7' OR LESS	2" x 2"	30"
GREATER THAN 7'	2-1/2" x 2-1/2"	36"

Figure A-9: Foundation for Sign Post

A12 Average Daily Traffic

The following formula shall be used to determine the required classification of streets: ADT = Number of lots x 10 for single-family residential use. ADT for commercial streets shall be determined by design engineer.

A13 One Way Streets

One way streets shall be allowed to reduce the minimum lane width by half. All streets should handle two way traffic if feasible and request to develop a one way street must be submitted for approval with supporting information to develop one way street.

A14 Access-Driveway Standards

- (a) The average access point spacing on roads, where other access standards do not exist, shall not exceed the minimums listed in Table A-3, based on the posted speed limit. Average access point spacing is calculated per segment and is equal to the segment length divided by the number of access points on both sides of the street. Undeveloped lots with only access to the major road corridor are counted as having at least one access point.

- (b) When the average access point spacing on a segment of an existing major road corridor is less than the minimum listed in Table A-3, the average access point spacing shall not decrease due to the subdivision.
- (c) On Roads with a speed limit of 25 mph or lower, the minimum spacing between the edges of adjacent driveways on the same side of the street shall be 35 feet.
- (d) Minimum corner clearance for a driveway to a corner lot shall be 50 feet from the property corner to the driveway edge.
- (e) Deviations in minimum spacing between access points or distances from corners may be administratively approved through Driveway Permit process.

Table A-3: Average Access Point Spacing

Posted Speed Limit (mph)	Minimum Average Access Point Spacing (feet)
30	250
35	300
40	360
45	425

A15 Paving

Asphalt Paving may be required by COK. Paving may be required if extending a new road off an existing paved road and/or providing a connection between two paved roads. Isolated roadways that do not connect to existing paved roadways will not be permitted to be paved and COK would likely require paving of connecting streets until main access is reached.

A16 Design Deviations

Design deviations will be considered to address extenuating circumstances including but not limited to: existing substandard ROW, environmental conditions, or existing utilities or other structures. Design deviation requests shall be submitted in writing and contain supporting information, justification, and suggested solutions.

Section B. CONSTRUCTION REQUIREMENTS

B1 General

This section establishes minimum construction requirements. Prior to any ground disturbing activities, call the Alaska Dig Line for utility locates in accordance with AS 42.30.400. Work in the ROW requires an approved License to Excavate in Public ROW and an approved Individual Project Permit for Excavation in or Adjacent to City ROW, both through COK.

B2 Road Construction

B2.1 Clearing

Cut and dispose of all trees, down timber, stumps, brush, bushes, and debris. Cut trees and brush to a height of not more than 6 inches above the surrounding ground. Clear the ROW, slope easements, and sight distance triangles. Where ROW exceeds 60 feet, clear a minimum of 60 feet. Clear utility easements, if used, for utilities constructed with the development.

B2.2 Grubbing

Remove and dispose of all stumps, roots, moss, grass, turf, debris, or other deleterious material within the fill and cut catch limits of the road, within the ROW, and cleared utility easements for underground utilities.

B2.3 Disposal

Dispose of clearing and grubbing debris in an area designated by the applicant outside of all ROW, platted utility easements, and platted private road corridors. Organic debris 3 inches in diameter by 8 inches long, or smaller, may be left in place, outside of the road prism. Burial of cleared and grubbed organic matter within the ROW is not permitted.

B2.4 Embankment Construction

- (a) Construct the road with the required structural section, see Table A-1 and Figures A-1, B-1 and B-2 as determined by its classification.
- (b) Clear the full extents of the right-of-way. Clearing debris must be removed from the right-of-way.
- (c) Prepare the subgrade. Remove all organics from the area below the road prism and dispose of offsite. Bench existing slopes that are steeper than 4:1, measured at a right angle to the roadway, where roadway embankment is to be placed. Excavation waste may be utilized as slope flattening where slopes exceed 2:1 upon COK approval. City may require placement of geotextile fabric.
- (d) Place material meeting, or verify in-situ material meets, the requirements for Subbase specified in subsection B6 to a minimum depth as required for road classification with the upper 6 inches having no material with a diameter larger than 6 inches. Place embankment in horizontal layers not exceeding 12" thickness for the full width of the embankment and compact as specified before the next lift is placed.
- (e) Place Surface Course meeting the requirements specified in subsection B6. Finish with a 3 percent crown for a gravel road or 2 percent crown for a paved road, and compact as specified.

- (f) Compact all embankment to not less than 95 percent of the maximum dry density at the optimum moisture content.
- (g) Optimum moisture and maximum dry density will be determined by Alaska Test Method (ATM) 207 and ATM 212 or alternative methods approved by COK.
- (h) In-place density shall be determined by ATM 213 or alternative method approved by COK. Compaction tests on the Subbase layer shall be taken at representative locations along the roadways as follows:
 - (1) a minimum of three;
 - (2) at least one per segment;
 - (3) one additional test per 1000 linear feet, or portion thereof, when the combined length of roadway exceeds 1000 linear feet;
 - (4) at least one out of every three within three feet of the shoulder, and the remainder in the center of a driving lane.
- (i) For paved roadways, substitute Surface Course with a minimum of 2 inches of Base Course and 2 inches of Class E Asphalt Concrete Pavement per COK Standard Specifications and Figure B-2. The width of the pavement shall be equal to two lane widths plus the shared paved shoulder width, if used, and finished with a 2 percent crown. If road is ditched, pavement edges shall be backed with additional Base Course graded and compacted flush with the pavement surface and tapered to the edge of the roadway. The pavement shall be washed or swept immediately following shouldering work. If road has concrete curb and gutter, tack should be applied per COK specifications on concrete and pavement shall be compacted flush with concrete surface.
- (j) Remove all loose material exceeding 6 inches in diameter from the ditches and foreslopes. Where slopes are 3:1 or steeper and longer than 10 feet measured along the slope face, trackwalk perpendicular to the slope, or the equivalent, to form 1-inch wide grooves parallel to the road no more than 12 inches apart. Stabilize foreslopes outside of structural section with topsoil and seed. Stabilization may be allowed to establish during warranty period. Other stabilization methods must be approved prior to placement.
- (k) Permanently stabilize backslopes with topsoil and seed. Stabilization may be allowed to establish during the warranty period. Other stabilization methods must be approved prior to placement.
- (l) Cross drainage culverts, minimum 18-inch diameter, will be installed where determined necessary and 30-inch ditches will be provided for drainage.
- (m) Geotextile shall be utilized when specified by Designer of Record.
- (n) All material testing is the responsibility of the Developer. Testing records will be made available to the COK prior to final approval. Tests need to meet or exceed specification referenced above. Designer of Record shall be present onsite to observe material testing.

B2.5 Unsuitable Subgrades

When structurally unsuitable material such as peat, saturated material, or permafrost are present within the ROW, provide an appropriate structural design for approval by COK, according to Section E, prior to construction. Place embankment to a depth that will produce a stable road surface with a final grade 18 inches above the surrounding ground.

B3 Pioneer Road Construction Requirements

Pioneer Roads shall meet the requirements of Table A-1 and Figure A-1. Place material meeting, or verify in-situ material meets, the requirements for Subbase specified in subsection B6 to the minimum depth of 24 inches. Additional road embankment may be required to provide a stable road surface. Surface course is not required. Roads may be constructed no less than ½-width and offset from the centerline of the ROW to facilitate future expansion of the road. Cross drainage culverts, minimum 18-inch diameter, will be installed where determined necessary and 24-inch ditches will be provided for drainage. Drainage galleries may also be required by City upon review. Developer shall schedule City of Kenai staff for two inspections to construct Pioneer Roads consisting of one inspection to verify existing ground after clearing, grubbing and removal of organics from the road prism and a second inspection to verify installation of road. City may require installation of geotextile fabric under subbase if soils contain too much silt.

Pioneer Roads will not be maintained by COK. They are required to be constructed to a standard that could allow them to be expanded to meet the requirements of a Residential Street in the future that COK would maintain. They are not generally required to be designed by an Engineering Professional, but do require a permit be submitted and approved prior to construction.

Pioneer Roads will not be allowed to be paved unless designed by an Engineering Professional and the road meets all requirements of Section B. Road would need to be upgraded to meet paving requirements.

B4 Winter Construction

Winter construction may be allowed. Plan for winter construction must be submitted and approved by COK. COK will not accept any roads until all ground has thawed and any settlement areas corrected.

B5 Alternate Methods and Materials

Use of alternate materials and road construction methods that will more appropriately fit the conditions of the specific road locations, following general engineering practices, may be proposed by the applicant or their engineer in writing. Final acceptance of such plans must be approved by COK.

B6 Materials

B6.1 Subbase

- (a) Is aggregate containing no muck, frozen material, roots, sod, or other deleterious matter;
- (b) has a plasticity index not greater than 6 as tested by (ATM) 204 and ATM 205; and
- (c) meets the requirements of Table C-2, as determined by ATM 304.
- (d) Bottom 12 inches of Subbase may be substituted with native in-situ material consisting of non-frost susceptible material free from organics, with <6% passing the No. 200 sieve. Must be approved by Designer of Record and/or COK.
- (e) If an existing gravel road is going to be paved, upper 6 inches of existing Surface Course shall be approved in lieu of subbase shown on Figure B-2.

B6.2 Base Course

- (a) Crushed stone or crushed gravel, consisting of sound, rough, durable pebbles or rock fragments of uniform quality;
- (b) free from clay balls, vegetable matter, or other deleterious matters;
- (c) meets the requirements of Table B-1; and
- (d) meets the requirements of Table B-2, as determined by ATM 304.

B6.3 Surface Course

- (a) Is a screened or crushed gravel, consisting of sound, rough, durable pebbles or rock fragments of uniform quality;
- (b) free from clay balls, vegetable matter, or other deleterious matters; and
- (c) meets the requirements of Table B-2, as determined by ATM 304.

Table B-1: Aggregate Quality Properties for Base Course

Property	Test Method	Base Course
L.A. Wear, %	AASHTO T 96	50, max
Degradation Value	ATM 313	45, min
Fracture, %	ATM 305	70, min
Plastic Index	ATM 205	6, max
Sodium Sulfate Loss, %	AASHTO T 104	9, max (5 cycles)

Table B-2: Aggregate Gradations

Sieve Designation	Subbase	Base Course	Surface Course
4 inch	95 to 100		
2 inch	85 to 100		100
1 inch		100	100
3/4 inch		70 to 100	70 to 100
3/8 inch		50 to 80	50 to 85
No. 4	30 to 60	35 to 65	30 to 65
No. 8		20 to 50	20 to 60
No. 50		6 to 30	15 to 30
No. 200	0 to 6	0 to 6	6 to 10

(Percent Passing By Weight)

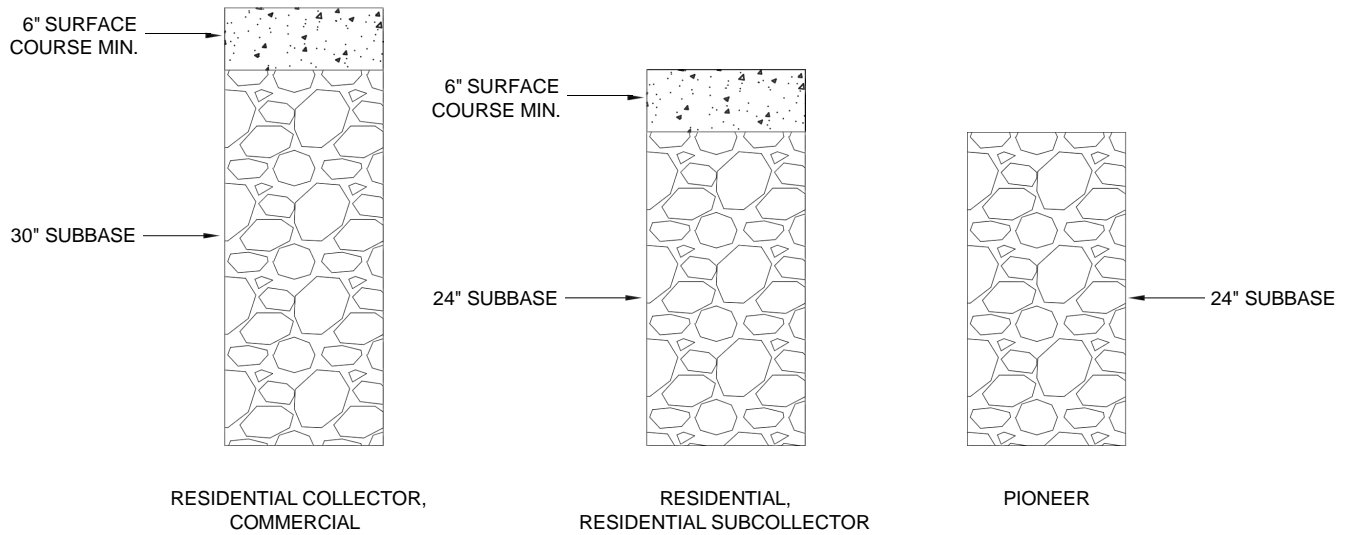


Figure B-1: Structural Sections for Gravel Roads

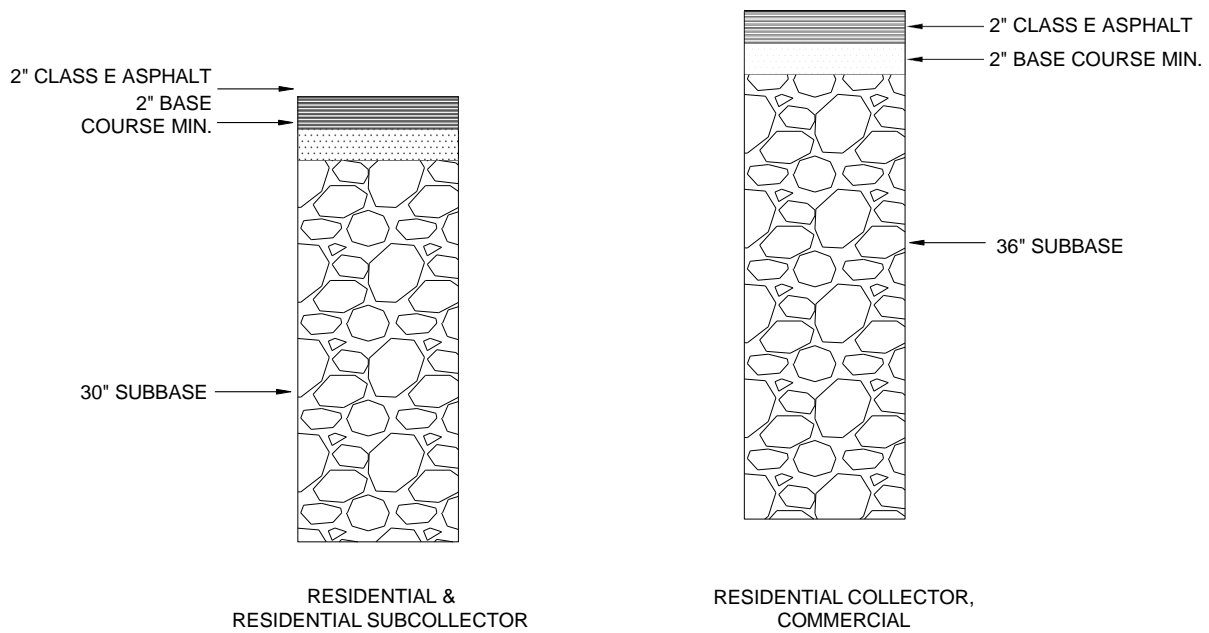


Figure B-2: Structural Sections for Paved Roads

SECTION C. DRAINAGE

C1 General

The purpose of this section is to ensure that stormwater management is provided with ROW development activities. Responsible stormwater management is the treatment, retention, detention, infiltration, and conveyance of stormwater and other surface waters without adversely impacting adjoining, nearby, or downstream properties and receiving waters.

C2 Requirements

A drainage plan is required for road construction projects. It is the applicant's responsibility to comply with all other applicable federal, state, and local codes and regulations including, but not limited to work in wetlands or flood plains.

The Applicant may request a waiver to this section. Waiver must be submitted and approved by COK. Justification for waiver may include, but is not limited to, sites where drainage is established and will not be altered or the construction will not substantially modify drainage on or through the project area.

C2.1 Drainage Plan

Submit a Drainage Plan, prepared by an engineer or other qualified professional registered in the State of Alaska, with the preliminary ROW construction permit application. The preliminary drainage plan shall show the project site and depict the following:

- (a) Existing and proposed property lines, the OHWM of water bodies, and existing mapped flood hazard areas if applicable.
- (b) Existing topography, with minimum 5-foot contour intervals.
- (c) Existing features that convey or retain drainage, including but not limited to: water bodies, wetlands, natural valleys, swales, ditches, check dams, culverts, and pipe systems.
- (d) Proposed drainage pattern and features, both constructed and natural, on site. Identify conveyance types, flow directions, and any drainage changes that may affect adjacent property if applicable.
- (e) Proposed stream crossings and anticipated culvert sizes. Identify fish-bearing streams.
- (f) Identify design elements, with supporting runoff calculations, necessary to show compliance with the drainage design criteria set forth in C3. No calculations required for ditching, curb and gutter, or driveway culverts.
- (g) Fish passage culvert plans and permits, if applicable.

C2.2 Subdivisions or Large-Scale Development

COK may require development of storm water structures within ROW or adjacent properties to manage storm water for a large development. Drainage plan shall be reviewed by COK to determine if existing infrastructure is sufficient for development or requires new storm water management structures as a part of the development. COK may require more conservative design criteria than Section C3 upon their review of development and existing infrastructure.

C3 Drainage Design Criteria

- (a) Design a drainage system for the project site for conveyance of a 10-year, 24-hour storm.
- (b) Retain natural drainage patterns to the extent possible.
- (c) Changes to drainage patterns must not adversely affect adjacent property or ROW.
- (d) Base the size and capacity of the drainage system on runoff volumes and flow rates assuming full development of the catchment area.
- (e) Drainage to state or other municipal ROW are subject to their respective requirements and review.

C4 Drainage Ditches

Stabilize ditches with gravel, turf, or rock riprap. See Table C-1 and Table C-2 for most common conditions and acceptable ditch lining materials.

Normal ditch depth shall be 30 inches and according to the typical section shown in Figure A-1. The design peak flow required by C3 shall be conveyed within ditches with a minimum freeboard of 12 inches.

Table C-1: Ditch Stabilization

Flow (cfs)	Ditch Slope (ft/ft)										
	0.005	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10
2.0	A	A	A	A	A	A	A	A	A	A	A
4.0	A	A	A	A	A	A	A	A	B	B	B
6.0	A	A	A	A	A	A	B	B	B	B	B
8.0	A	A	A	A	A	B	B	B	B	B	B
10.0	A	A	A	A	B	B	B	B	B	B	C
20.0	A	A	A	B	B	B	C	C	C	C	C
30.0	A	A	A	B	B	C	C	C	D	D	D
40.0	A	A	B	B	C	C	C	D	D	D	E
50.0	A	A	B	B	C	C	D	D	D	E	E
60.0	A	A	B	C	C	D	D	D	E	E	E
70.0	A	A	B	C	C	D	D	E	E	E	E
80.0	A	B	C	C	C	D	E	E	E	E	E
90.0	A	B	C	C	D	D	E	E	E	E	E
100.0	A	B	C	C	D	D	E	E	E	E	E

Table C-2: Ditch Lining Materials

Type	Material	D50 (in)	Dmax (in)	Dmin (in)	Thickness (in)
A	Native Grass, Turf, or Gravel with < 6% fines				
B	Riprap or Bone Rock	3.0	4.5	1.5	6.0
C	Riprap or Bone Rock	6.0	9.0	3.0	12.0
D	Riprap or Bone Rock	9.0	13.5	4.5	18.0
E	Riprap or Bone Rock	12.0	18.0	6.0	24.0

C5 Curb and Gutter

Curb and gutter are used throughout City on all classifications of roads. Curb and gutter is preferred in locations where stormwater collection systems are needed and require underground piping. Curb and gutter type shall be approved by COK. Curb and gutter is not allowed on Pioneer Roads.

C6 Culverts

C6.1 General Culvert Design Criteria

The following criteria apply to all cross road culverts for runoff or seasonal drainage:

- (a) The minimum culvert slope is 0.5 percent.
- (b) Culverts longer than 100 feet require appropriate maintenance access and COK approval.
- (c) Cross road culverts shall have a minimum diameter of 18 inches.
- (d) Cross road culverts shall include end-sections.
- (e) Driveway culverts, where required, shall have a minimum diameter of 15 inches and may be galvanized steel corrugated metal pipe, heavy gauge aluminum corrugated metal pipe or corrugated polyethylene plastic pipe.
- (f) Culverts shall be sized to convey the design peak flow required by C3.
- (g) In lieu of plastic pipe, corrugated metal pipe (CMP) gauges must be minimum:
 - (1) 16 gauge galvanized steel on Residential and Residential Subcollector streets;
 - (2) 12 gauge galvanized steel on Residential Collector and minor collector streets; or
 - (3) 16 gauge aluminum or aluminized if needed due to soil or water conditions.
- (h) Design and install energy dissipation rock aprons at culvert outlets in accordance with Hydraulic Engineering Circular No. 14 (FHWA).
- (i) Install culverts in accordance with the manufacturer's recommendations for the anticipated traffic loads.

C6.2 Stream Crossing Culvert Criteria

The following criteria apply to all stream crossing culverts:

- (a) Contact the ADFG, Division of Habitat to determine if a stream reach harbors fish. If so, stream crossing culverts shall be designed, constructed, and maintained according to C7.
- (b) Stream crossing culverts shall be placed as close to the pre-existing channel alignment as possible. Avoid placing culverts at pools and stream bends.
- (c) Road alignment shall be as close to perpendicular to the stream channel as possible.
- (d) Culvert slope shall be within 25 percent of the natural stream slope. For example, if the natural stream slope is 1.0 percent, the minimum design slope of the culvert would be 0.75 percent and the maximum design slope would be 1.25 percent.
- (e) Culvert outlet and inlet protection shall be used as necessary to reduce the risk of scour and perching.
- (f) Stream crossings shall be composed of a single pipe or arch for the main stream channel.
- (g) Overflow culverts may be used but should be placed at a higher elevation so that flows up to the OHWM pass through the primary culvert.
- (h) Stream crossings shall maintain the connectivity of wetlands adjacent to stream channels and shall accommodate sheet flow within such wetlands.

- (i) Stream crossing culverts shall not interfere with the functioning of floodplains and shall be designed to convey the design peak flow required. Non-Regulated streams shall be designed for a 10-year, 24-hour event and Regulated streams shall be designed for a 100-year, 24-hour event. If the stream crossing culvert is not designed to accommodate the 100-year flow, a route must be established to safely convey flows exceeding the design peak flow without causing damage to property, endangering human life or public health, or causing significant environmental damage.
- (j) In cases of crossings within high entrenchment ratio environments, the ratio of the flood prone width to the OHWM width is greater than 2.2, floodplain overflow culverts may be beneficial to floodplain connectivity and can be used to pass the design flow. Minimum width requirements for the primary culvert still apply.
- (k) Stream crossing culverts shall have a minimum diameter of three feet.
- (l) Stream crossing culvert pipes and arches shall be metal.
- (m) Culverts longer than 100 feet require appropriate maintenance access and COK approval.
- (n) Install culverts in accordance with the manufacturer's recommendations for the anticipated traffic loads.
- (o) Alternate designs may be submitted for approval by City of Kenai.

C7 Fish Passage Culverts

Fish Passage culverts shall meet the requirements of U.S. Fish & Wildlife Service Culvert Design for Ecological Function. Fish Passage Culverts must be designed by an engineer.

C8 Stormwater Collection Systems

Stormwater collection systems must be engineered and approved by the City of Kenai and the Alaska Department of Environmental Conservation. Systems must meet the following minimum requirements.

- (a) Design system for a minimum 10-year, 24-hour event. City of Kenai may require 25-year or 100-year event depending upon review the drainage and associated stormwater collection systems.
- (b) Minimum piping diameter shall be 12" and piping may be galvanized steel corrugated metal pipe, heavy gauge aluminum corrugated metal pipe or corrugated polyethylene plastic pipe.
- (c) Manholes and catch basins shall be concrete and maximum spacing of manholes shall be 300 feet.
- (d) Minimum pipe grades shall be according to Table C-3.
- (e) Connection to an existing system may be allowed with City of Kenai approval. Engineer may be required to verify existing system is capable of supporting additional flows.

Table C-3: Stormwater Pipe Minimum Slopes

Pipe Diameter	Minimum Slope (ft/ft)
12"	0.005
15"	0.004
18"	0.003
21"	0.0025
24"	0.002
27"	0.0018
30"	0.0015
36"	0.0012

C9 Soil Infiltration Facilities

Soil infiltration may be used to reduce stormwater flow and volume with the following criteria:

- (a) Soil infiltration facilities within City ROW or drainage easements should be designed such that they are not considered Class V injection wells. Per EPA's memorandum addressing the subject in June 2008.
 - (1) Private drainage facilities that are considered Class V injection wells require conformance with EPA regulations.

C10 Rainfall Data

C10.1 Rainfall Distribution

Intensity-Duration-Frequency and 24-hour rainfall data are furnished by NOAA Atlas 14 Point Precipitation Frequency Estimates. Use SCS Type-I Rainfall Distribution and 24-hour rainfall depth to compute runoff.

C10.2 Runoff Transformation

Use the Rational Method for estimating peak flows in drainage basins less than 200 acres and with times of concentration less than 20 minutes for design of conveyances. Use NRCS SCS Unit Hydrograph Method for estimating runoff volumes and peak flows for other conditions and applications. Other methods more appropriate for site conditions may be utilized upon COK approval.

SECTION D. SUPPLEMENTAL DESIGN ELEMENTS

D1 General

Roadways consist of many separate components that are not all applicable in every situation. When these elements are used, the following guidelines apply. Specific guidelines for the following components may be found in applicable DOT&PF or AASHTO publications. Any variation to the following guidelines must be approved by COK.

D2 Pedestrian Facilities

Pathways and sidewalks shall be designed according to AASHTO guide for the Planning, Design, and Operation of Pedestrian Facilities, the 2010 Americans with Disabilities Act Standards for Accessible Design, and the requirements of this section.

D2.1 Sidewalks

Sidewalks are generally installed on Commercial and Residential Collector roads, but can exist on Sub-Collectors and Residential roads. Sidewalks should be at least 5 feet wide and have a surface of concrete. The installation of curb and gutter for sidewalks is required.

D2.2 Multi-Use Pathways

Multi-use pathways may be installed on ROW throughout the City. Multi-use pathways must be paved asphalt and have a minimum width of 8 feet. Pathway separation should be a minimum 5 feet edge of road where feasible and roadside ditching should be in between road and pathway where feasible. Modifications will be allowed where ROW is limited.

D2.3 Accessibility Requirements

All new construction and alterations within COK ROW must be designed to be accessible for all pedestrians in accordance with ADA when applicable. The complete Americans with Disabilities Act Accessibility Guidelines (ADAAG), which is part of the regulations enforcing ADA, is available online from the U.S. Architectural and Transportation Barriers Compliance Board at www.access-board.gov.

Designs that include pedestrian facilities within COK ROW shall conform to the version of ADA Guidelines for Accessible Public Rights-of-Way in effect at the time of submittal.

The followings are examples of some design elements covered under ADAAG:

New or widened road: all pedestrian elements, including curb ramps, sidewalk cross slope, driveway cross slope, clearance around utilities, pedestrian access to adjacent commercial properties, and accessible pedestrian construction detours.

Roadway surface rehabilitation only: new and complying curb ramp for every road crossing that has both sidewalk and curb, unless there is an existing curb ramp that meets all ADA standards.

D3 Street Lighting

Lighting throughout COK consists of DOT&PF operated lighting along Kenai Spur Highway and Bridge Access Road, COK owned and operated lighting and Homer Electric Association (HEA) owned and operated lighting that is paid for by COK.

DOT&PF lighting managed by the State and is not regulated by these standards. COK lighting shall conform to COK Street Lighting Standards. HEA lighting may be installed in COK ROW at the request and/or approval of COK. HEA lighting may be installed for wayfinding or safety purposes in areas of the City where it is not cost effective to expand City owned lighting infrastructure.

City of Kenai may require street lighting be installed if expanding a residential or commercial area that City owned and operated lighting exists adjacent to and lighting would match adjacent infrastructure.

For more information on COK Street Lighting and Standards, please see 2025 Street Light Assessment.

D4 Mailboxes and Mailbox Pullouts

Installation of mailboxes or mailbox pullouts in COK ROW must be permitted through a ROW application permit. A site plan will be required with details for size of mailbox and foundation. COK may require a pullout be installed depending on location of mailbox, width of existing road and safety for queueing of vehicles in the area.

SECTION E. DEVELOPMENT IMPLEMENTATION

E1 General

This section describes the procedure that is to be followed before constructing any improvements required for constructing new residential classification or higher roads in existing ROW. The Applicant or their representative shall be the primary point of contact throughout this process.

It is the Applicant's responsibility to determine, acquire, and follow permits required by other agencies. Approval from COK does not supersede other agencies' permit requirements.

E1.1 Construction Plans

Submit construction plans to COK at least seven calendar days before the preconstruction conference. All plan drawing submittals shall be at a scale of 1-inch = 50-feet or more detailed, plottable on 11-inch by 17-inch paper. Plans must be completed and stamped by an Engineer. Construction plans shall include the following:

- (a) Drainage Plan, according to C2.1;
- (b) Road plan, profile, and cross-sections; and
- (c) As-built survey of visible improvements and utilities within and adjacent to the right-of-way;
- (d) Geotechnical information;
- (e) Copy of agency accepted permit applications or approvals required for the improvements prior to construction; and
- (f) Plans for any proposed improvements within the ROW that are outside of the scope of this manual (e.g. retaining walls or guard rails) or do not conform to the standards set forth herein, shall conform to ADOT&PF design criteria and standards.

E1.2 Preconstruction Conference

The preconstruction conference is for the purpose of reviewing and approving the Construction Documents for the required improvements. The Applicant may request scheduling of a preconstruction conference with COK after the construction plans have been submitted. The applicant, or designated representative, and the Applicant's engineer must attend the preconstruction conference. The applicant should identify any deviations from these standards.

In addition to the construction plans, the following items will be provided at or prior to the preconstruction conference:

- (a) If applicable, proof of compliance with the Alaska Pollutant Discharge Elimination System Program (ADPES);
 - (1) Acceptable proof includes a Notice of Intent (NOI), a Low Erosivity Waiver, or a determination by a qualified person that neither is needed.
 - (2) Applicant will need to include COK in APDES permit due to ownership of ROW, but applicant will be responsible for all fees.
- (b) Approximate construction schedule;
- (c) Copy of any issued permits required for the improvements prior to construction;

The Construction Plans must be signed by the applicant, or designated representative, and the engineer. Upon acceptance of the Construction Plans by COK and approval of ROW permit, COK will issue an Approval to Construct (ATC).

Some construction plans or permit approvals may take longer to develop or obtain, such as fish passage culvert plans and associated permits. Approvals to Construct from these agencies must be received and reviewed by COK before construction begins within the respective areas.

E1.3 Interim Inspections

Applicant's engineer shall supervise all phases of construction and notify COK of changes to the approved plans. The changes should be approved by COK prior to completion of construction. Periodic interim inspections may be conducted by COK. Interim inspections may be requested by the Applicant's Engineer. Inspections by Applicant's engineer must be sufficient to complete as-built drawings and verify roadway was constructed per plans and specifications.

E1.5 Pre-Final Inspection

When the Applicant has determined that construction of the improvements will be substantially complete according to the approved plans, the Applicant will request a Pre-Final Inspection. The Pre-Final Inspection request must be received by September 30th and shall include a description of work yet to be completed. The Pre-Final Inspection will be scheduled to occur within 14 calendar days of the request and shall be attended by the Applicant, Engineer, and COK. A punch list will be developed, if any work items remain, at the Pre-Final Inspection.

E1.6 Final Inspection

When construction of the improvements and punch list items are complete according to the Construction Documents, the Applicant will request a Final Inspection of the improvements. The Final Inspection request must be received by October 15th. Final Inspections will cease October 31st, or when winter conditions prohibit inspection, whichever comes first. The Final Inspection will be scheduled to occur within 14 calendar days of the request and shall be attended by the Applicant, Engineer, and COK.

E1.7 Final Report

Upon COK approval of the Final Inspection, the Applicant or their designee shall submit a written Final Report to COK. The Final Report shall include:

- (a) Stamped and signed memo describing at a minimum:
 - (1) project was constructed per plans and specs with approved deviations noted on as-builts
 - (2) road standard classification (Residential Subcollector, Residential, etc.) for each road constructed
- (b) Stamped and signed final drainage plan, if required (minimum 11"x17");
- (c) As-builts or record drawings;
- (d) Documentation verifying Surface Course thickness such as inspection forms with photos, asbuilt surveys, or alternative methods approved by COK;
- (e) Compaction test reports, as required;
- (f) Gradation tests, as required; and

(g) photos of each stage of construction.

COK will review the report and provide comments, if necessary, within 14 calendar days.

E1.8 Construction Acceptance

Upon approval of the Final Report, COK will issue a Notice of Acceptance. COK will begin maintenance operations and ownership of road at this point. COK will not perform any maintenance on new roadway

If Construction is not accepted prior to winter conditions, Applicant will be responsible for any plowing and maintenance of the road until after thawing the following spring when any remaining work items can be completed and accepted by the City.

E1.9 Warranty

All improvements are to be warrantied until October 31st of the calendar year following COK approval of the Final Inspection.

During the warranty period, the COK will be responsible for any road maintenance including, but not limited to: snow removal, maintaining a smooth road surface and crown, maintaining stabilized foreslopes and backslopes, and maintaining positive drainage. If any deficiencies arise during the warranty, COK will issue a punch list to the applicant by September 1st to allow time for completion of repairs. The applicant must notify COK of completion of repairs by October 15th for the roads to be eligible for continued maintenance on November 1st.

Maintenance may be denied, and the Certificate of Construction Acceptance revoked if deficiencies are not corrected to the satisfaction of COK. A notice may be recorded indicating to the public that the COK is not responsible for road upkeep and maintenance until such a time that the deficiencies are corrected. COK may require security to perform maintenance activities if deficiencies cannot be repaired for an extended period of time due to freezing conditions.

E2 Subdivision Agreements

If a developer plans to construct a road within a proposed ROW that has not been platted, they will need to agree to an Installation Agreement per KMC 14.10.070. Installation Agreement will be required prior to approval of drawings for construction by COK. In lieu of an installation agreement, a developer may construct a road within a proposed ROW without City approval, but to be accepted by the City for maintenance, they must follow the Development Implementation of Section E1.

E3 Pioneer Road Development

The following guidelines are for construction of a Pioneer Road within COK ROW. Applicant will need to complete a Pioneer Road Application to submit to COK for approval.

Pioneer Roads allow for roadways to be constructed in City ROW, but are not maintained by COK. The purpose is to allow for possible future expansion of Pioneer Road into a maintained road and verifying proper construction methods allows for reduced costs in future expansion.

E3.1 Construction Plans

Submit construction plans to COK at least seven calendar days before the preconstruction conference. Plans shall show location of road within ROW, proposed width and any proposed drainage features. Applicant shall identify material and gradation of material being provided for backfill and it must meet requirements of Section B.

E3.2 Preconstruction Conference

The preconstruction conference is for the purpose of reviewing and approving Pioneer Road Application. The Applicant may request scheduling of a preconstruction conference with COK after the application has been submitted. The applicant or designated representative must attend the preconstruction conference.

E3.3 Excavation and Grubbing Inspection

After approval of the application, the Applicant may proceed with excavation and grubbing within the ROW. Prior to placing any fill, applicant must complete excavation of the proposed ROW down to native, non-frost susceptible soils and removing all organics from the road prism. The applicant shall coordinate an inspection with COK staff to verify and document limits of excavation prior to allowing backfill operations to proceed. A survey the length of the ROW the development is occurring in must be completed prior to inspection to clearly delineate the limits of the ROW and to verify that all work is taking place within ROW.

E3.4 Final Inspection

After placement, grading and compaction of subbase materials to complete road construction are finished, the Applicant shall schedule a final inspection for the City to document construction. Any work items to be completed will be identified at this time and an additional inspection may be necessary. After the final construction is approved by COK, the Applicant will be provided with a Notice of Acceptance.

SECTION F. UTILITIES

F1 General

These standards apply to the design and construction of utility facilities within the COK. All utility installation within existing or proposed ROW or utility easements must comply with the provisions of COK or other applicable code, or as otherwise approved by the permitting authority.

F2 Utility Location Guidelines

F2.1 Underground Utility Facilities:

- (a) The location of utility facilities placed within the ROW shall be coordinated with COK.
- (b) Water, sanitary sewer and storm sewer will be installed per COK requirements and may be placed in the roadway. Other utilities shall be placed in utility easements where feasible or per Figure F-1. Deviations may be approved by COK through ROW Permit Application process.
- (c) Backslopes or foreslopes which extend into a utility easement should not exceed 4:1. These limits are necessary for construction equipment for utility installation.
- (d) Utility facilities paralleling the road shall not be located within 10 feet of the edge of roadway unless otherwise approved by COK.
- (e) Underground road crossings shall be buried a minimum of 48 inches below finished grade. Backfill and surface course shall be reinstalled according to the requirements of Section B, or as otherwise approved by the COK.
- (f) Conduit road crossings, if used, shall be installed in accordance with each utility company's standards and applicable code.
- (g) Standard burial depth of longitudinal utilities is 36 inches below grade. The applicant should delineate areas, such as where driveways and drainage easements are planned, where deeper burial may be needed.
- (h) Warning tape shall be installed approximately 12 inches above underground utilities during installation.
- (i) Contractor completing underground work in ROW is responsible for restoring surface to previous condition including replacement of concrete, asphalt, topsoil, and seeding. Within 1-year of completion of work, contractor is responsible to repair any issues in roadway such as settlement of subgrade or reseeding.

F2.2 Above Ground Utility Facilities:

- (a) Above ground pedestals, poles, and utility facilities shall not be located within 10 feet of the roadway, unless an alternate design meets clear zone requirements.
- (b) Above ground pedestals, poles, and utility facilities shall not be located such that they substantially block intersection or driveway sight triangles.
- (c) Unless otherwise authorized by COK, above ground pedestals, poles, and utility facilities shall not be located within the ROW nearer than 40 feet from the point of intersection of the extension of the property lines at any existing or proposed intersection on Residential Collector streets or higher classification.

- (d) Above ground pedestals, poles, and utility facilities shall not be located within a common access easement or drainage easement, within 20 feet of a common access point, or within 10 feet of a roadway cross culvert.
- (e) All guy wires installed within the ROW or utility easements adjacent to, or near to a roadway shall have a minimum 8-foot long yellow delineator installed above the anchor.
- (f) Pedestals located within the ROW shall be located within the outer 1 foot of the ROW.

F2.3 Separation of Utilities:

- (a) Recommended 5-foot horizontal separation between power poles and buried utilities.
- (b) Recommended minimum 1-foot physical separation between all underground utilities.
- (c) Separation of storm, sewer, and water utilities shall meet the requirements of the Alaska Department of Environmental Conservation.

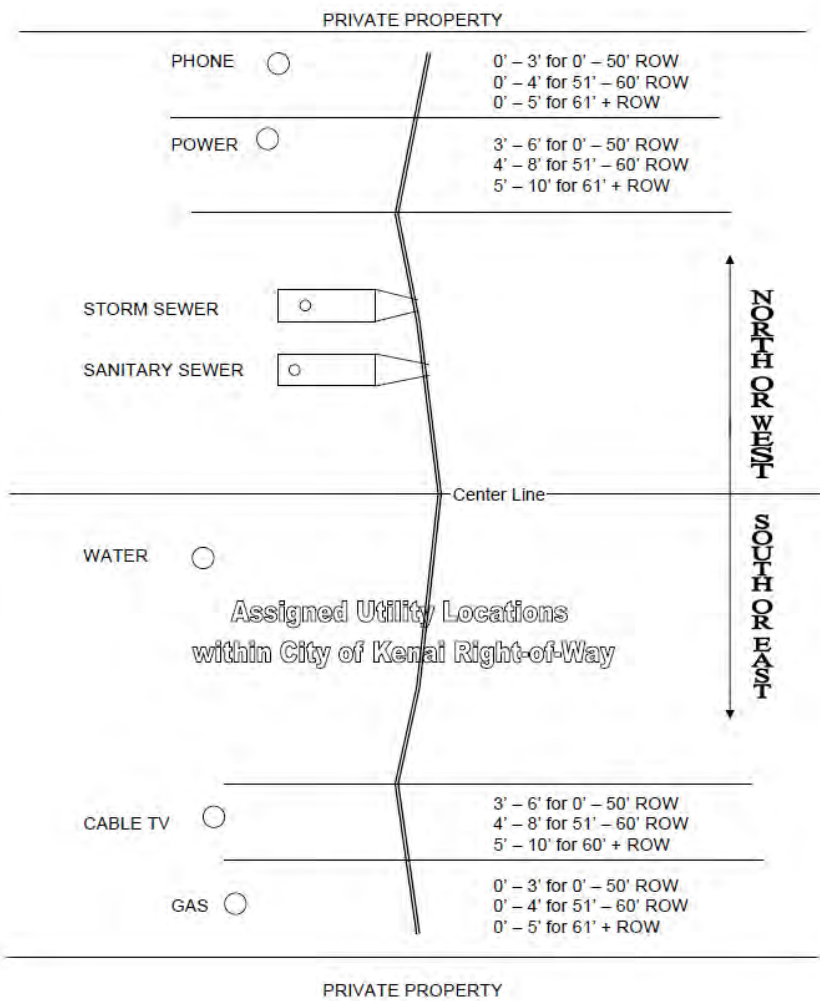


Figure F-1: Utility Locations

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KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Kevin Buettner, Planning Director
DATE: May 14, 2026
SUBJECT: Ordinance 3520-2026 Requested Amendment

This memo requests an amendment to Ordinance 3520-2026. During the regularly scheduled Planning & Zoning Commission meeting on May 13, 2026, the Commission voted to recommend Council enact Ordinance 3520-2026

The following amendment is respectfully requested.

Motion

Amend the seventh WHEREAS to add the word “enact”. The new WHEREAS, after amendment, would read:

WHEREAS, at the Planning and Zoning Commission during their May 13, 2026 Meeting recommended the City Council enact this Ordinance; and,

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2026-35**

A RESOLUTION AUTHORIZING A CONTRACT AWARD FOR 2026 WASTE WATER TREATMENT PLANT DUMPSTER SERVICES.

WHEREAS, an Invitation to Bid was released on April 14, 2026 with bids due on April 30, 2026 for the 2026 WWTP Dumpster Service contract; and,

WHEREAS, one bid was received

<u>Bidders</u>	<u>Total Cost</u>
Peninsula Refuse, LLC	\$26,225; and,

WHEREAS, Peninsula Refuse, LLC was the lowest bidder with an annual cost of \$26,225 total for a three-year contract for WWTP Dumpster Services contract that may be adjusted annually for inflation; and,

WHEREAS, the bid was determined to be responsive and responsible; and,

WHEREAS, Peninsula Refuse, LLC will invoice the City for the sludge disposal fees paid to the Kenai Peninsula Borough estimated to be \$130,950 annually; and,

WHEREAS, these services are for providing and hauling dumpsters for the Wastewater Treatment Plant consisting of regular trash, screenings and sludge disposal; and,

WHEREAS, the total cost is for a three-year contract and annual amounts will be authorized through the bid and annual contracts and subject to annual appropriation of funds; and,

WHEREAS, it is in the best interest of the City to award the contract to Peninsula Refuse, LLC.

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 with Peninsula Refuse, LLC in the total amount of \$157,175 for the 2026 WWTP Dumpster Services for up to three years and to approve contracts annually based on bid schedules and appropriations.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MAY 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS



MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: May 12, 2026
SUBJECT: **Resolution No. 2026-35** - Authorizing a Contract Award for 2026 Waste Water Treatment Plant Dumpster Services.

This memo requests Council’s approval to award a contract for the 2026 WWTP Dumpster Services contract. The project was released for bidding and one bid was received. The bid was as follows for three years of total service:

<u>Bidders</u>	<u>Total Annual Cost</u>
Peninsula Refuse, LLC	\$26,225

Peninsula Refuse, LLC was the low bidder for the project with an annual cost of \$26,225 for three years of dumpster services. The contract amount will be adjusted annually for inflation. Disposal fees for the Kenai Peninsula Borough associated with disposal of sludge will be invoiced through the contract as well. These are estimated at \$130,950 for the year. Hauling is estimated to be higher than normal this year due to the digester project taking place.

These services will provide dumpsters and hauling services for the Wastewater Treatment Plant for regular trash, screenings and sludge disposal.

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. 2026-36**

A RESOLUTION APPROVING A LEASE UTILIZING A NON-STANDARD LEASE FORM ON AIRPORT RESERVE LANDS BETWEEN THE CITY OF KENAI AND THE FEDERAL AVIATION ADMINISTRATION FOR THE AUTOMATED FLIGHT SERVICE STATION AND SATELLITE COMMUNICATION NETWORK FACILITIES ON LOT 7A-1 FBO SUBDIVISION NO. 5.

WHEREAS, the previous lease to the Federal Aviation Administration (FAA) for Automated Flight Service Station (AFSS) and Satellite Communication Network facilities on Lot 7A-1 FBO Subdivision No. 5, expired on September 30, 2022; and,

WHEREAS, on June 8, 2022, the FAA submitted an application for a lease renewal of the City-owned facility within the Airport Reserve, known as the AFSS, a 10,812 square foot building and 729 square foot detached shop located on a property described as Lot 7A-1 FBO Subdivision No. 5; and,

WHEREAS, the proposed lease would be mutually beneficial and would conform with Kenai Municipal Code Titles 14 & 21, Kenai's Comprehensive Plan, Kenai Municipal Airport Master Plan, Federal Aviation Administration regulations, Airport Improvement Program grant assurances, and airport operations; and,

WHEREAS, the City of Kenai did not receive a competing lease application within thirty (30) days of publishing a public notice of the lease application from the FAA; and,

WHEREAS, at their regular meeting on September 14, 2022, the Planning and Zoning Commission reviewed the lease application and recommended approval by the City Council; and,

WHEREAS, the receipt of the final approval of the non-standard lease form from the FAA extended past the lease expiration date and a new lease must be executed; and,

WHEREAS, the City Manager may enter into a land lease that deviates from the standard form if (1) the City Manager believes the action is in the best interest of the City and (2) the lease is approved as to form by the City Attorney; and,

WHEREAS, it is in the best interest of the City of Kenai to authorize the City Manager to enter into a lease agreement with the FAA on behalf of the City and the lease will be approved as to form by the City Attorney; and,

WHEREAS, the holdover lessee has agreed to retroactively pay the difference in the rent amount; and,

WHEREAS, the continued use of the space for operating the AFSS and Satellite Communication Network facilities complies with Kenai Municipal Code and conforms with the Imagine Kenai 2030 Comprehensive Plan and Kenai Municipal Airport Master Plan.

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

Section 1. The Council of the City of Kenai approves the attached non-standard space lease form by the FAA for the lease of Lot 7A-1, Block 2, FBO Subdivision, located within the Airport Reserve, to the FAA for the use of an automated flight service station and satellite communication network facilities, for the lease rate of \$15,120 per month or \$181,440 per year for the 10-year lease term. The non-standard lease form is recommended by the City Manager and approved by the City Attorney.

Section 2. The City Manager is authorized to execute the lease between the City of Kenai, Lessor, and the FAA, Lessee.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MAY, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Henry Knackstedt and Kenai City Council

FROM: Scott Bloom, City Attorney

DATE: April 25, 2023

SUBJECT: **Resolution No. 2026-36** - Approving a Lease Utilizing a Non-Standard Lease Form on Airport Reserve Lands Between the City of Kenai and the Federal Aviation Administration for the Automated Flight Service Station and Satellite Communication Network Facilities on Lot 7A-1 FBO Subdivision No. 5.

The City initially received a request for a renewal of the Federal Aviation Administration (FAA) lease of the Automated Flight Service Station (AFSS). The FAA has leased the space for the purpose of operating the AFSS and Satellite Communication Network (SACOM) facilities dating back to 1983. Due to the delay of receiving a final approval of the non-standard lease form from the FAA, a new lease is required.

The lease agreement is for a 3.44-acre parcel described as Lot 7A-1, FBO Subdivision No. 5 consisting of a 10,812 square foot building and a 729 square foot detached shop. The lease agreement will commence on October 1, 2022 since the previous lease expired on September 30, 2022 and FAA has remained on the premise to continue their operation.

Pursuant to Kenai Municipal Code 21.10.060 *Lease application review*, notice of the lease application was posted in the *Peninsula Clarion* and stated competing applications may be submitted for the parcel within 30 days to the City. The 30-day window from publication ended on July 16, 2022, no competing applications were submitted to the City. Since that time, it has taken the better part of four years to finally negotiate a lease form with the FAA.

The parcel is within the Airport Light Industrial (ALI) Zone. Pursuant to KMC 14.20.065, the purpose of the ALI Zone is to protect the viability of the Kenai Municipal Airport as a significant resource to the community by encouraging compatible land uses and reducing hazards that may endanger the lives and property of the public and aviation users. The proposed aeronautical use is a permitted and compatible use in the ALI Zone.

The Imagine Kenai 2030 Comprehensive Plan outlines goals, objectives, and action items for the City, including the following pertaining to the Kenai Municipal Airport:

Objective T- 1: Support future development near or adjacent to the airport when such development is in alignment with the Kenai Municipal Airport's primary mission, "To be the commercial air transportation gateway to the Kenai Peninsula Borough and Cook Inlet."

The continued use complies with the Imagine Kenai 2030 Comprehensive Plan by supporting development on lease lots with development that is in alignment with the Kenai Municipal Airport Master Plan.

Thank you for your consideration.

Attachments

Land Lease Application
Aerial Map
Plat No. 92-60
Non-Standard Lease Form





City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input type="checkbox"/> Assignment	<input type="checkbox"/> Renewal

Application Date:	5/25/2022
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Applicant Information

Name of Applicant:	Department of Transportation - Federal Aviation Administration						
Mailing Address:	2200 S 216th St	City:	Des Moines	State:	WA	Zip Code:	98198
Phone Number(s):	Home Phone:		Work/ Message Phone:				
E-mail: (Optional)							
Name to Appear on Lease:	Federal Aviation Administration						
Mailing Address:	2200 S 216th St	City:	Des Moines	State:	WA	Zip Code:	98198
Phone Number(s):	Home Phone:		Work/ Message Phone:		206-231-3058		
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	
7A-1,Block 2 FBO Subdivision No. 5, according to Plat No. 92-60, in the Kenai Recording District, Third Judicial District, State of Alaska. Comprising more or less 3.445 acres, and a 3.214 acre building restr. clear zone easement	
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials _____
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials _____
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials _____
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
1. Legal or brief description of property leased:	
<small>7A-1,Block 2 FBO Subdivision No. 5, according to Plat No. 92-60, in the Kenai Recording District, Third Judicial District, State of Alaska. Comprising more or less 3.445 acres, and a 3.214 acre building restriction clear zone easement at 470 North Willow Street, Kenai, Alaska.</small>	
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): TBD	
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	
Requested Starting Date: 10/01/2022	

Proposed Use and Improvements

Proposed Use (check one): Aeronautical | Non-Aeronautical

Do you plan to construct new or additional improvements? (if Yes, answer next five questions) YES NO

1. Will the improvement change or alter the use under an existing lease? YES NO

2. What is the proposed use of the improvement? N/A

3. What is the estimated value of the improvement? N/A

4. What is the nature and type of improvement?
N/A

5. What are the dates construction is estimated to commence and be completed?
(generally, construction must be completed within two years)
Estimated Start Date: Estimated Completion Date:

Describe the proposed business or activity intended:
This space will be used by the Federal Aviation Administration for our Automated Flight Service Station and Satellite Communications Center (currently in place under prior lease with the City of Kenai)

How does the proposed lease support a thriving business, residential, recreational, or cultural community?
FAA is tasked with supporting the safety of the National Airspace. The operations are critical for flight safety in the local area of Kenai as well as for national flights throughout the country.

Lease Assignment Only: What is the name of the individual or legal entity the lease is to be assigned?
N/A

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.
Lease Term based on: Estimated cost of new improvements and | Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.
Lease Term based on: Purchase Price Professional Estimate of Remaining Useful Life
 Fair Market Value appraisal and/or Estimated cost of new improvements (optional)

Requested Term for Renewal Based on Term Table, not to exceed 45 Years: **TBD**

Submitting an application for a lease does not give the applicant a right to lease or use the land requested in the application. The application shall expire twelve (12) months after the date the application has been made if the City and the applicant have not, by that time, entered into a lease, unless the City Council for good cause grants an extension for a period not to exceed six (6) months. The City has no obligation to amend, renew or extend a lease and may decline to do so upon making specific findings as to why a lease renewal, extension, or amendment is not in the best interest of the City

Signature:	CORI A BEEKMAN <small>Digitally signed by CORI A BEEKMAN Date: 2022.06.08 06:30:16 -07'00'</small>	Date:	06/08/2022
Print Name:	Cori Beekman	Title:	RECO

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 Account Number:	Date Application Fee Received: _____ Date Application Determined Complete: _____ 30-Day Notice Publication Date: _____ City Council Action/Resolution: _____
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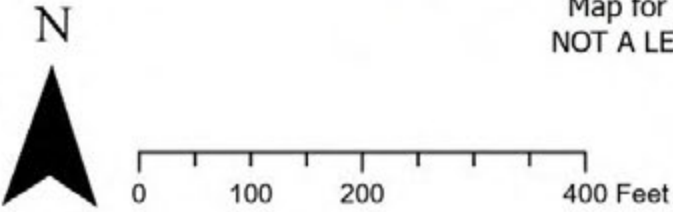


New Lease
Automated Flight Service Station (AFSS) and
Satellite Communication Network Facilities
510 N. Willow Street
KPB Parcel ID: 04336035



Date Printed: 4/27/2023

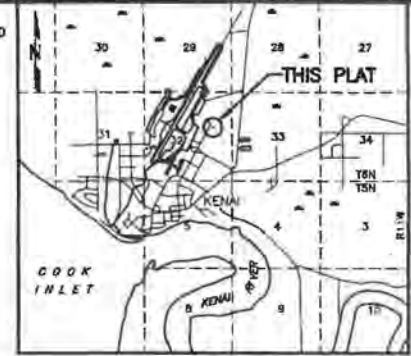
Map for Reference Only
NOT A LEGAL DOCUMENT



NOTE: NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN AN EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.

LEGEND

- SET 5/8" REBAR WITH 1 1/2" ALCAP
- ⊕ FOUND 5/8" REBAR WITH 1 1/4" PLASTIC CAP
- ⊙ FOUND 1/2" REBAR WITH 1" PLASTIC CAP
- FOUND 1/2" REBAR
- ⊗ FOUND 3 1/4" ALCAP MONUMENT
- (R1) RECORD DATA - KRD 78-225
- (R2) RECORD DATA - KRD 84-145
- (R3) RECORD DATA - KRD 90-62
- (M) MEASURED DATA



VICINITY MAP
SCALE: 1"=1 MILE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY OUR FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

[Signature]
CITY MANAGER
CITY OF KENAI
210 FIDALGO STREET
KENAI, AK 99611

NOTARY'S ACKNOWLEDGEMENT

FOR: City of Kenai, Claden Brown
SUBSCRIBED AND SWORN BEFORE ME THIS 19th
DAY OF September, 1992
[Signature]
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES: 7/10/96

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF July 20, 1992
BY: *[Signature]*
AUTHORIZED OFFICIAL

KPB FILE NO. 92-068

FBO SUBDIVISION NO. 5

A RESUBDIVISION OF LOT 7A, BLOCK 2, FBO SUBDIVISION NO. 2 AND A PORTION OF THE NE1/4, SEC. 32, T6N, R11W, S.M., AK.

LOCATED WITHIN THE NE1/4, SEC. 32, T6N, R11W, S.M., AK, CITY OF KENAI, KENAI RECORDING DISTRICT, KENAI PENINSULA BOROUGH, ALASKA

CONTAINING 1 LOT OF 3.445 ACRES ±

RAYTHEON SERVICE COMPANY

550 W. 7th AVENUE, SUITE 1320
ANCHORAGE, AK 99501
279-5400

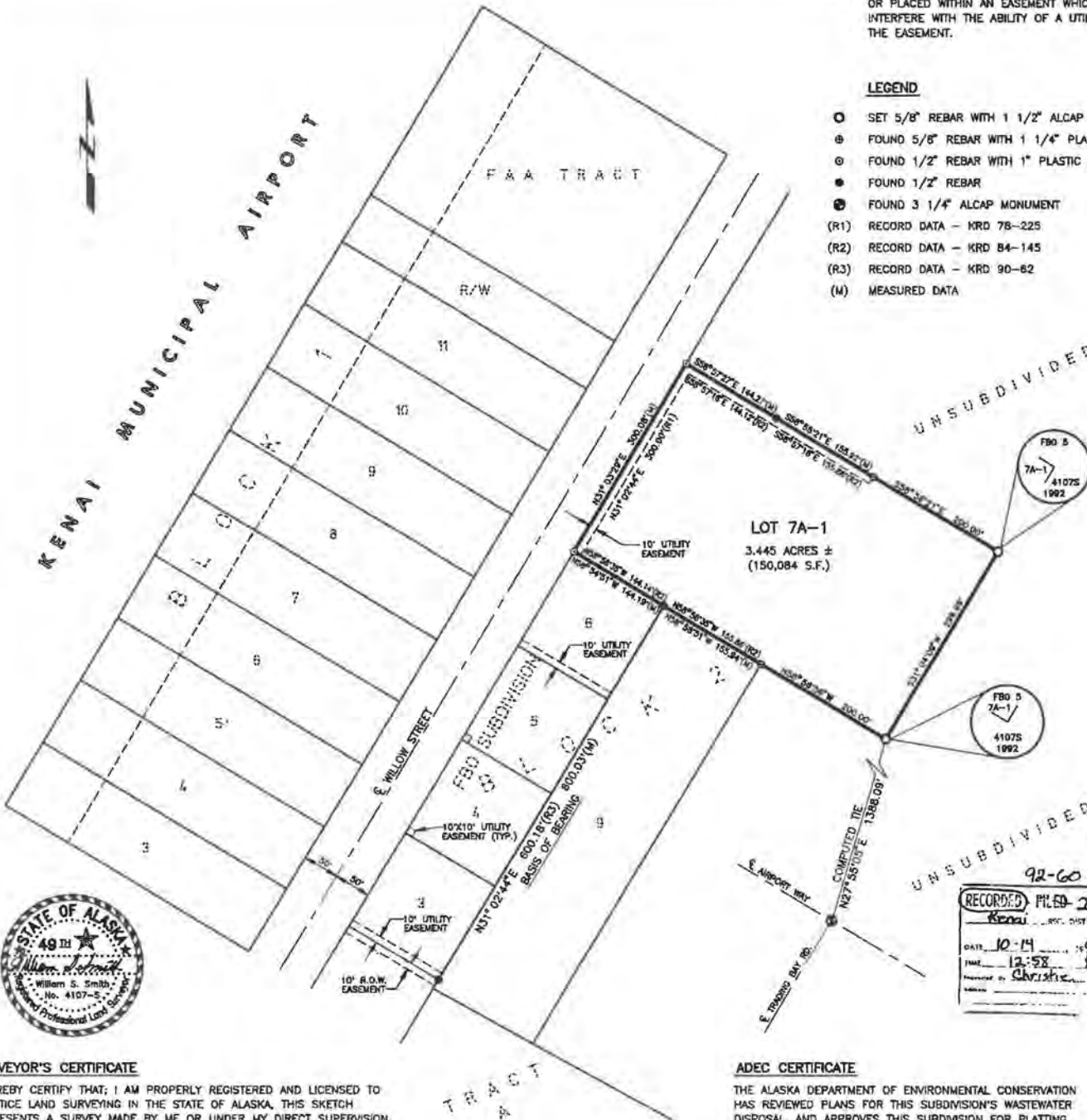
SURVEY DATE:	8-21-92	PLATTED:	
DRAWN:	BWC	FIELD BOOK:	N/A
CHECKED:	WSS	SCALE:	1" = 100'
DATE PREPARED:	9-28-92	PREPARED FOR:	FAA

92-60
RECORDED FILED 21
Kenai REC. DIST.
DATE 10-14-92
TIME 12:58 P.
Prepared by Christie

ADEC CERTIFICATE

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION HAS REVIEWED PLANS FOR THIS SUBDIVISION'S WASTEWATER DISPOSAL, AND APPROVES THIS SUBDIVISION FOR PLATTING.

[Signature] EE 9-29-92
SIGNATURE TITLE DATE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT: I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA. THIS SKETCH REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE NORMAL STANDARDS OF PRACTICE OF LAND SURVEYORS IN THE STATE OF ALASKA.

SURVEYOR'S SIGNATURE: *[Signature]* DATE: 9/20/92

STANDARD SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
City of Kenai

FAA CONTRACT NO: 690EG4-23-L-00007
ATID/FACILITY TYPE: ENA-AFSS
LOCATION: Kenai, AK

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between the City of Kenai, hereinafter referred to as the Lessor or City, and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply:

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFAWN-13-L-00002 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (09/2021) 6.1.4** The Lessor hereby leases to the Government the following described premises;

470 N Willow St, Kenai, AK, further described as;

Lot 7A-1, FBO Subdivision No. 5, according to Plat No. 92-60.

A 150,084 SF or 3.45 acre lot, consisting of a 10,812 square foot office building with a 729 square foot detached shop for a gross building area of 11,541 square feet, with a rentable area of 10,500 RSF

The Lessor shall provide 90 reserved off-street parking spaces, located at the facility, at no additional cost to the Government. With respect to compliant accessible parking spaces, see the "Accessibility" clause.

The Lessor shall repaint parking lot markings every three (3) years, beginning with lease execution. The Lessor shall be responsible for asphalt sealing of parking lot every six years, beginning with lease execution.

- 6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
- 7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
- 8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2022 and continuing through September 30, 2032 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
- 9. **Option(s) to Extend Term (09/2021) 6.2.3-4** The contract may, upon mutual agreement of both the Government and the lessor, be extended beyond September 30, 2032 at a rental rate agreed upon by both parties. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond September 30, 2042. The Government shall notify the contractor in writing, no later than 30 days before the expiration of the Lease term including all options exercised, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.
- 10. **Consideration (Standard Space) (09/2021) 6.2.4-1**

A. The Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s)(monthly installments may vary based on rounding):

Initial Term DATES: 10/01/2022 through 09/30/2032		Rent Amount
	Annual Rental Rate	\$17.28/ RSF
	Monthly Rent	\$15,120
	Total Annual Rent	\$181,440.00

B. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the “Payment by Electronic Funds Transfer” clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: City of Kenai, 210 Fidalgo Ave, Kenai, AK 99611-7750

Termination for Convenience (09/2021) 6.2.5-1 The Government may terminate this contract at any time, in whole or in part, if the Contracting Officer (CO) determines that a termination is in the best interest of the Government. The CO shall terminate by delivering to the contractor a written notice specifying the effective date of the termination. The termination notice shall be issued 60 days before the effective termination date.

After termination, the Contractor may submit a final termination settlement proposal to the CO in the form and with the certification prescribed by the CO. The proposal must include all documentation necessary to validate the proposal.

The contractor must submit the proposal no later than one (1) year from the effective date of termination unless the submission deadline is extended in writing by the CO upon written request of the contractor within this one (1) year period. However, if the CO determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the contractor fails to submit the proposal within the time allowed, the CO may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount so determined.

After submission of final termination settlement proposal, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination.

If the contractor and the CO fail to agree, the Government will pay the contractor the amounts determined by the CO as follows:

- 1) The contract price for any unpaid rents;
- 2) The remaining principle balance of Tenant Improvement allowance as described in the clause titled “Lessor’s Recovery of Tenant Improvement Allowance in the Event of Termination” within this contract; and
- 3) Reasonable costs associated with termination.

If the termination is partial, the contractor may file a proposal with the CO for an equitable adjustment of the price(s) of the continued portion of the contract. If agreed upon, the CO may make the equitable adjustment. Any proposal by the contractor for an equitable adjustment under this clause must be requested within 90 days from the effective date of termination unless extended in writing by the CO.

The contractor may file a claim with the Federal Aviation Administration Office of Dispute Resolution for Acquisition based on any determination made by the CO pursuant to this clause. Nothing in this clause will obligate the government to spend in excess of available appropriations.

11. Termination for Default (09/2021) 6.2.5-2

A. Subject to the provision of notice of default to the Lessor, and the provision of reasonable opportunity for the Lessor to cure the default, the following conditions constitute default by the Lessor:

i. Prior to Acceptance of the Premises. Failure by the Lessor to perform all obligations required for acceptance of the space, to include, but are not limited to, all obligations included within the statement of work and lease clauses, within the times specified, without such failure in performance being affirmatively excused, in writing, by the RECO.

ii. After Acceptance of the Premises. Failure by the Lessor to perform any service, or to make progress in the work so as to endanger performance; the failure to make any item; or the failure to satisfy any requirement of this Lease, without such failure being affirmatively excused, in writing, by the RECO.

B. Grounds for Termination. The Government may terminate the Lease, in whole or in part, if:

i. after given notice and reasonable opportunity to cure by the Government, the Lessor's default persists; or

ii. the Lessor fails to take such actions as necessary to prevent the recurrence of default conditions, and such conditions substantially impair the Government's use or occupancy of the Premises, as determined by the Government.

C. The rights and remedies specified in this clause are in addition to all remedies to which the Government may be entitled to as a matter of law.

12. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),

ii. acts of the public enemy,

iii. acts of the Government in either its sovereign or contractual capacity,

iv. pandemic, epidemic, or quarantine restrictions,

v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;

ii. the conditions of the property prevent performance;

iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or

iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

13. Binding Effect (09/2021) 6.2.6 The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed

to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

14. **Holdover (09/2021) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
15. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Interest (09/2021) 6.3.0-1**
 - B. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - C. **Assignment of Claims (09/2021) 6.3.0-3**
 - D. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - E. **Contingent Fees (09/2021) 6.3.0-5**
 - F. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
 - G. **Equal Opportunity (09/2021) 6.3.0-7**
 - H. **Equal Opportunity for Veterans (04/2022) 6.3.0-8**
 - I. **Equal Opportunity for Workers with Disabilities (04/2022) 6.3.0-9**
 - J. **Davis Bacon Act (01/2022) 6.3.0-10**
 - K. **Minimum Wages for Contractor Workers Under Executive Order 14026 (01/2022) 6.3.0-11**
16. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
17. **Accessibility (09/2021) 6.3.7** The building and the leased premises must be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant restroom facilities for men and women must be provided on each floor where the Government leases space. Separate ABAAS compliant restroom facilities must not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant restroom facilities, the Lessor must provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

With respect to all restrooms, water closets, and urinals, they must not be visible when the exterior door is open. Each restroom must contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a sanitary napkin dispenser, and receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. Two or more drinking fountains must be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons' requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons must be provided.

In addition, compliant accessible parking spaces must be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements.

18. Changes (09/2021) 6.3.8 (MODIFIED)

A. The RECO may at any time, by written order via Supplemental Agreement *agreed to by the City*, make changes within the general scope of this Lease in any one or more of the following:

- i. Work or services;
- ii. Facilities or space layout;
- iii. Amount of space/land;
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on any adjustment constitutes grounds for dispute under the Contract Disputes clause.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

19. Failure in Performance (09/2021) 6.3.16 In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:

- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its

actual costs (including administrative costs) incurred in doing so,

B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
 C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

20. **No Waiver (09/2021) 6.3.17 (MODIFIED)** No failure by the Government *or the City* to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
21. **Non-Restoration (09/2021) 6.3.18 (MODIFIED)** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment may become the property of the contractor at its election.
22. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
23. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.
24. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
25. **Occupancy Permit (09/2021) 6.3.27-1** The premises offered must have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of the "Checklist: FAA Safety & Environmental Certification" form, in lieu of an occupancy permit, at the RECO's discretion.
26. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
 If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
 Notification under this clause must include the following information, if known:
 A. type of interference,
 B. the commencement date of the interference, and
 C. the root cause of the interference.

27. **Alterations (09/2021) 6.3.29 (MODIFIED)** The Government *upon 30 days notice to the City*, shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
28. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
29. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
30. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
31. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
- A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

32. Notification of Change in Ownership or Control of Land (09/2021) 6.3.34 If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

33. Change of Ownership/Novation (09/2021) 6.3.34-1

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations

regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

34. **Sublease (09/2021) 6.3.35 (MODIFIED)** The Government *may* sublease the space covered under this Lease to another agency or private party, *with the City's consent*. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.
35. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
36. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
37. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

38. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- ii. The contract number and the name of the Contracting Officer;
- iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- iv. All information establishing that the contract dispute was timely filed;
- v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
- vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed

within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

39. System for Award Management - Real Property (04/2022) 6.4.1-1

(a) Definitions. As used in this clause:

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Contractor" is synonymous with "Offeror" "Lessor" or "Grantor" for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance,

and through final payment of any contract.

(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.

UEI: _____

(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:

- (1) Company* legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must

provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov> or by calling 866-606-8220.

PRESCRIPTION: Insert in all leases or easements or supplemental agreements to existing leases or easements unless the FAA has granted a waiver from the use of SAM. Must be used in conjunction with 6.4.2-1 Payment by Electronic Funds Transfer- System for Award Management. NOTE: If the FAA has granted a waiver from the use of SAM, use clause 6.4.1 "System for Award Management (SAM Waiver)" and REMOVE this clause.

40. Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1

A. Method of payment.

i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- a. Accept payment by check or some other mutually agreeable method of payment; or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.

C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for uncompleted or erroneous transfers.

i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for

- a. Making a correct payment;
- b. Paying any prompt payment penalty due; and
- c. Recovering any erroneously directed funds.

ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the

Government will mail the payment information to the remittance address contained in the SAM database.

41. Work Performance (09/2021) 6.5.2 All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

42. Responsibility of the Lessor and Lessor's Architect/Engineer (09/2021) 6.5.3

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the lease. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and tenant improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this lease, shall be construed to operate as a waiver of any rights under this Lease or of any cause of action arising out of the performance of this Lease, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the solicitation documents which shall comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all design and performance information required whether it is found in the submitted solicitation, the lease, price lists, or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

43. Wiring for Telephones (09/2021) 6.5.17 The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the Government may consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government.

44. Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18 The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures,

or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

45. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
46. **Lighting (09/2021) 6.6.2** Modern, diffused, energy efficient fixtures must be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes, as well as, the Life Safety Code NFPA 101.
47. **Adhesives and Sealants (09/2021) 6.6.3** The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos, polychlorinated biphenyls (PCBs), or heavy metals.
48. **Ceilings (09/2021) 6.6.4** Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.
49. **Floor Load (09/2021) 6.6.5** All adjoining floor areas shall be:
- A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,
 - B. Non-slip, and
 - C. Accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

50. **Painting (09/2021) 6.6.6** All surfaces must be newly painted with low-VOC, non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every five (5) years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor's expense. If the paint contains lead, it must be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.

51. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
52. **Erection of Signs (09/2021) 6.6.8** The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.
53. **Window and Floor Covering (09/2021) 6.6.9 (MODIFIED)** All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO.

At no additional cost to the Government, the Lessor shall replace carpeting at least every 10 years during Government occupancy or any time during the lease when:

- A. Backing or underlayment is exposed,
 - B. There are noticeable variations in surface color or texture, and/or
 - C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.
- Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government's systems furniture if directed by the Government.

FAA will be responsible for replacement of floor covering in the Operations and Equipment areas.

54. **Seismic Safety for Existing Building (09/2021) 6.6.10** All existing buildings leased by the Government under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC Recommended Practice (RP-8), Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available online and in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.
- Compliance with Life Safety: The Lessor shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-8. The structural engineer certification shall be in the format of the Government-provided "Life Safety Compliance/Seismic Certification" form. If the building cannot be certified in accordance with RP-8, the structural engineer must evaluate the building using the American Society for Civil Engineers ASCE/SEI 41-13, Seismic Evaluation and Retrofit of Existing Buildings and attach the evaluation to the "Life Safety Compliance/Seismic Certification" form. Buildings meeting the requirements of ASCE/SEI 41-13 using a safety objective of 'Life Safety' are considered to meet the Government's requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the "Life Safety Compliance/Seismic Certification" form, it will be deemed to meet minimum seismic requirements. In the event a building with a certification of seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the "Life Safety Compliance/Seismic Certification" form, the Government at its discretion may require the Lessor to meet the agreed upon

standard or may terminate this Lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this Lease.

55.

56. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

57. **Construction Waste Management (09/2021) 6.6.13**

A. The Lessor shall reuse or recycle construction and demolition waste to the maximum extent practicable and economically feasible. Items that shall be considered for recycling include: asphalt, bricks, concrete and masonry, metals, wood, cardboard, carpet, gypsum drywall, and ceiling tiles.

B. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled, removed, transported, and disposed of in accordance with federal and state laws and requirements concerning hazardous waste.

C. The Lessor agrees, upon request, to provide the Government with additional information concerning the execution of construction waste recycling activities.

58. **Green Label Certification for Sustainability Verification (09/2021) 6.6.14** Following award of this Lease, the Lessor shall submit the information set forth herein to the facility manager, to be maintained on site, within the designated time frames.

A. Product Data Sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted no later than the date of submission of the final Design Intent Drawings for the leased space, as outlined in the "Design Intent Drawings" clause of this Contract.

B. Any waiver required by the failure or inability of the Lessor to use materials from the CPG and Recovered Materials Advisory Notice (RMAN) lists of acceptable products are due within 60 business days to the facility manager and copy to the RECO.

C. Radon test results as may be required in accordance with the "Radon Air Levels" clause.

D. Construction Waste Management Plan - Prior to issuance of the notice to proceed with construction, a proposed plan to recycle construction waste that follows industry standards must be submitted by the Lessor. The construction waste management plan shall at a minimum, include:

i. The Lessor's Waste Management Diversion goal;

ii. A statement of the relevant construction debris and materials to be diverted;

iii. Lessor's implementation protocols; and

iv. The names and contact information of the parties responsible for implementing the plan. The Lessor must provide documentation of the actual percentage of material diverted from the applicable landfill. If the quantity of material to be diverted is small, the waste disposal method is determined to be extraordinarily complex, or the cost of such diversion and recycling efforts would be cost-prohibitive and, consequently, would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the facility manager and copy to the RECO, may permit an alternative means of disposal.

E. Building Recycling Service Plan - A building recycling service plan with floor plans annotating recycling area(s) shall be submitted as part of the Design Intent Drawings to be reflected on the Construction Drawing submission.

F. The Lessor shall provide to the RECO a signed statement explaining how all HVAC systems serving the leased space shall achieve the desired ventilation of the space during the flush-out period.

G. Prior to the submission by the Lessor of the completed Design Intent Drawings, the Lessor shall submit to the RECO a written commissioning plan that includes:

i. A schedule of systems commissioning dates (revised as needed during all construction phases of the project, subject to the review and approval of the RECO in accordance with the “Changes” clause of this Contract; and

ii. A description of how commissioning requirements shall be met and confirmed.

59. **Services, Utilities, and Maintenance of Premises (09/2021) 6.7.1 (MODIFIED)** The Lessor must maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor shall maintain landscape plants, lawns, walkways, and parking areas. The Lessor shall also remove snow, ice, and any other obstructions from the entrances, walkways, and parking areas around the premises, prior to and during normal business hours set forth below.

The Lessor must provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition.

Services, utilities, and maintenance will be provided daily, extending from <INSERT TIME> to <INSERT TIME> except Saturday, Sunday and federal holidays.

Utility and maintenance services supplied to space that houses technical equipment will be supplied twenty-four (24) hours per day, seven (7) days per week.

The Government will have unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the use of electrical services, toilets, lights, elevators, and Government office machines at no additional cost. Such access will allow the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion.

In addition to such other services as are set forth elsewhere in this Contract, the Contractor must provide the following:

Potable water (see “Drinking Water” clause)

The Government shall be responsible for obtaining service and providing payment for the following utilities, within its space:

Water

Electricity

Gas

Waste

- 60. Utilities not provided by the Lessor (09/2021) 6.7.1-2** If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are not included. For those utilities that are not included as part of the rental consideration, the Lessor will provide separate meters for utilities to be paid for by the Government. Proration is not permissible. The Lessor will furnish the RECO written verification of the meter numbers and certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy.
- 61. HVAC (09/2021) 6.7.3** All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62, "Ventilation for Acceptable Indoor Air Quality" and ASHRAE Standard 55, "Thermal Environmental Conditions for Human Occupancy". These temperatures must be maintained during hours of operation (as dictated by the lease) throughout the leased premises and service areas regardless of outside temperatures. An automatic control system will be provided to ensure compliance with heating and air conditioning provisions included in this contract.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, Lessor agrees to perform preventative maintenance on all HVAC units in accordance with the corresponding manufacturers operations and maintenance manuals (e.g. check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements). Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date) and provide the service date to the RECO and FAA facility manager. Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

62. Landscaping (09/2021) 6.7.4

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution and storm water runoff by:

- i. Employing practices which avoid or minimize the need for fertilizers and pesticides;
- ii. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
- iii. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

63. **Pest Control (09/2021) 6.7.5** Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the FAA facility management. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the FAA facility management. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the HVAC system is in operation, nor within the leased premises during normal working hours or when the HVAC system is in operation.

64. **Fire and Life Safety Requirements (09/2021) 6.8.3** The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements:

A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent alteration.

B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.

C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and the equivalencies or alternative methods used by the Lessor as alternative methods of compliance. Each approach used as an alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy must be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this contract. If construction or alterations to the premises are undertaken at any time during the term of this contract, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards and all requirements of OSHA 29 CFR 1910. The party initiating the construction or alterations is responsible for funding the upgrade of fire and life safety systems, construction or alteration to the facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the premises (including garage areas under contract by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA's Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When space is located in multi-tenant buildings, the Lessor is responsible for the following:

- i. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan.
- ii. Publishing and making copies of the EAP and Fire Prevention Plan, and making them available to all FAA occupants.

- iii. Conducting fire or other emergency evacuation drills, at least annually.
- iv. Conducting review and modification of the EAP and Fire Prevention Plan at least annually.
- v. Inviting FAA representation to develop, review and modify the EAP and Fire Prevention Plan.

65. Fall Protection (09/2021) 6.8.4 The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

66. Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5 The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. National Fire Protection Association (NFPA) 101, Life Safety Code
- D. FAA Order 3900.19, FAA Occupational and Health Policy
- E. FAA Standard HF-STD-001, Human Factors Design Standard
- F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- G. Local and state EOSH regulations
- H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

67. Recycling (09/2021) 6.8.6 Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space, the Contractor shall comply with state and/or local law, code, or ordinance. In all other cases, the Contractor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and

where local markets for those recovered materials exist. The Contractor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the space after lease execution.

- 68. Indoor Air Quality (09/2021) 6.8.7** The Contractor must control contaminants at the source and/or operate the space in such a manner that the indicator levels are not exceeded for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (CH₂O). The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO₂ - 700 PPM above outdoor air; CH₂O - 0.027 PPM. All indoor air contaminant levels in the space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality systems cleaning is required to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy.

The Contractor must investigate indoor air quality (IAQ) complaints immediately and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The Government is responsible for addressing IAQ problems resulting from its own activities.

The Contractor must provide SDS to FAA facility management for all chemicals and cleaning solutions at least 72 hours prior to their use in the FAA spaces or other areas of the buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.

- 69. Mold Growth Identification and Control (09/2021) 6.8.8** The contractor must prevent mold growth and excessive levels of moisture and humidity. Adequate air quality, moisture control and facility cleaning are required to prevent the growth of mold, mildew, and bacteria. Any visual evidence of mold requires immediate sampling and remediation by the contractor.

Following a water-intrusion event, the contractor must identify the water source and immediately implement water extraction and drying efforts. Once the water source is identified, the contractor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be dried to a moisture level that will prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or Category 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation, contractors training and licensing must be followed.

The contractor must coordinate with the FAA facility management and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.

70. **Drinking Water (09/2021) 6.8.9** The contractor must provide drinking water in the space that meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. Acceptable potable water must meet EPA's primary drinking water standards with contaminants being less than established Maximum Contaminant Levels (MCLs) and action levels. In cases where state and/or local authorities have their own standards, potable water must meet those or federal standards, whichever is more stringent.

The contractor must test the sources of drinking water in the space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the contractor performs plumbing and/or renovation work in the space that impacts the drinking water (i.e., replacement of water lines), the contractor must test the drinking water in the system affected by the plumbing and/or renovation work. If at any time, the FAA or contractor's drinking water test results are not acceptable under the EPA's primary drinking water, and/or state and local authorities' standards as described above, the Lessor must immediately correct the deficiencies. The contractor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management or their designee.

71. **Halon (09/2021) 6.8.10** Halon may not be used in any FAA space.
72. **Radon Air Levels (09/2021) 6.8.11** Contractor must provide the FAA with a Radon Evaluation Report for the facility when requested. Radon air levels in FAA premises must not exceed the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the contractor must immediately notify the RECO and FAA facility management of its finding and its plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Radon testing shall be done by a radon professional certified according to state and local requirements using US EPA approved testing methods.
73. **Asbestos (09/2021) 6.8.12** The contractor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:
- A. 29 CFR 1910.1001, Asbestos (General Industry)
 - B. 29 CFR 1926.1101, Asbestos (Construction)
 - C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (ASHERA)

D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
 E. State and local asbestos regulations

The contractor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all space under this contract, including, but not limited to; space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements.

All facilities are required to have a current asbestos building survey or an asbestos free certification (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and sampling of building materials. All asbestos identification survey reports must be sent to the RECO and FAA facility management.

The RECO must notify the contractor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. If Asbestos Containing Materials (ACMs) are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the contractor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the contractor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the contractor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact the building, the contractor must determine whether ACM will or could be released as part of the work. If ACM will or could be released, the contractor must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start of any construction, renovation or maintenance activities that impact the building.

After ACM remediation is performed, the contractor must adhere to regulatory required post-asbestos abatement air monitoring requirements. As a part of this process, the contractor must provide the RECO and the FAA facility manager with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the facility. If the contractor supplies the janitorial or maintenance contracts, those employees must also be informed of the presence and location of asbestos at the facility.

“Corrective Action“, as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements.

74. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces

in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

75. **Electrical Safety (09/2021) 6.8.14** The contractor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

- A. 29 CFR 1910, Subpart S, Electrical
- B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards
- C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements
- D. National Fire Protection Association (NFPA) 70, National Electrical Code
- E. NFPA 70E, Electrical Safety in the Workplace
- F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment
- G. DOT Standard FAA-STD-019F, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

The contractor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

76. **Facility Security (09/2021) 6.9.1** Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this Lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this Lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this Lease agreement:

None

The local Servicing Security Element (SSE) will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. If that assessment indicates that additional upgrades are required to the Premises, those upgrades shall be contracted and paid for under separate contract at the Government's expense and subject to the availability of funds. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease.

77. **Foreign Nationals as Contractor Employees (04/2022) 6.9.2**

- a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- b) Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who

has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card I-551, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

c) Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.1F, chapter 8, paragraph 10:

(1) Must have resided within the United States for a minimum of the last three (3) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.1F, chapter 8, paragraph 10;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation can be adequately conducted, as determined by the Office of Security and Hazardous Materials (ASH) Office of Personnel Security (AXP).

d) Foreign Nationals proposed under this contract must meet the following additional conditions:

(1) Provide a current unexpired passport and their place of birth in order to begin the background investigation process in accordance with FAA Order 1600.1F, Personnel Security Program; and,

(2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

e) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

78. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (04/2022) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A.17.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.17.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

79. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does**, _____ **does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does**, _____ **does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

80. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot

permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

81. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

- <Insert Contractor’s Name>
- <Insert correspondence address>
- <Insert City, State, Zip code>

TO THE GOVERNMENT:

- <Real Estate Contracting Division>, <routing symbol>
- <insert address>
- <Insert City, State, Zip code>

82. **Signature Block (09/2021) 6.10.3**

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

<ENTER CONTRACTOR’S LEGAL NAME>

By: _____
Print Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: _____
Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1			
2			
3			
4			
5			

**KENAI CITY COUNCIL – REGULAR MEETING
MAY 6, 2026 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR HENRY H. KNACKSTEDT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on May 6, 2026, in City Hall Council Chambers, Kenai, AK. Mayor Knackstedt called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Knackstedt led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Henry Knackstedt, Mayor
Sovala Kisena
Deborah Sounart
Phil Daniel

Victoria Askin, Vice Mayor
Bridget Grieme
Glenese Pettey

A quorum was present.

Absent:

Sovala Kisena

Also in attendance were:

**Josh Bolling, Student Representative
Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Kevin Buettner, Planning Director
Tyler Best, Parks and Recreation Director
Lee Frey, Public Works Director
Mary Bondurant, Interim Airport Manager
Ryan Coleman, Police Sergeant
Logan Parks, Deputy City Clerk

3. Agenda and Consent Agenda Approval

Mayor Knackstedt noted the following additions to the Packet:

Add to item E.2. **Public Hearing - Ordinance No. 3514-2026**
• Ordinance No. 3514-2026 (Substitute)

Add to item E.5. **Public Hearing - Ordinance No. 3517-2026**
• Amendment Memo

Add item E.8. **Public Hearing - Resolution No. 2026-31**
• Public Comments

Add to item G.1. **Unfinished Business - Ordinance No. 3510-2026 and Ordinance No. 3510-2026 (Substitute)**
• April 29, 2026 Planning & Zoning Commission Draft Minutes

Add item H.9.

Action/Approval - Purchase Orders and Purchase Order Amendments Requiring Council Approval in Accordance with KMC 7.15.020. (Administration)

- HDL Engineering Consultants - Water Treatment Plant Pumphouse Project

MOTION:

Vice Mayor Askin **MOVED** to approve the agenda and consent agenda with the requested revisions. Council Member Pettey **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS - None.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. PUBLIC HEARINGS

- 1. Ordinance No. 3513-2026** - Amending Kenai Municipal Code Chapter 7.15 - Purchases and Sales, to Remove Requirements to Publish Advertisements in Newspapers. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3513-2026. Council Member Sounart **SECONDED** the motion.

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

A summary overview of the memorandum as included in the packet and attached to Ordinance No. 3513-2026 was provided.

VOTE:

YEA: Daniel, Grieme, Askin, Pettey, Sounart, Knackstedt

NAY: None

ABSENT: Kisena

**Student Representative Bolling: Yea

MOTION PASSED.

- 2. Ordinance No. 3514-2026** - Increasing Estimated Revenues and Appropriations in the General Fund and Airport Fund and Awarding a Contract for Purchase of Firefighting Foam. (Administration)

- **Ordinance No. 3514-2026 (Substitute)** - Increasing Estimated Revenues and Appropriations in the General Fund and Airport Fund and Awarding a Contract for Purchase of Firefighting Foam. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3514-2026. Council Member Sounart **SECONDED** the motion.

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:

Vice Mayor Askin **MOVED** to amend Ordinance No. 3514-2026 by Ordinance No. 3514-2026 (Substitute). Council Member Pettey **SECONDED** the motion.

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

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

A summary overview of the memorandum as attached to Ordinance No. 3514-2026 (Substitute) was provided; and information related to the decontamination process was provided.

Clarification was provided on the process to complete the foam replacement.

VOTE ON MAIN MOTION AS AMENDED BY SUBSTITUTION:

YEA: Grieme, Askin, Pettey, Sounart, Knackstedt, Daniel

NAY: None

ABSENT: Kisena

**Student Representative Bolling: Yea

MAIN MOTION AS AMENDED BY SUBSTITUTION PASSED.

3. **Ordinance No. 3515-2026** - Increasing Estimated Revenues and Appropriation in the Airport Snow Removal Equipment Capital Project Fund to Transfer Residual Balance from a Completed Project Back to the Original Funding Source. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3515-2026. Council Member Sounart **SECONDED** the motion.

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

VOTE:

YEA: Askin, Pettey, Sounart, Knackstedt, Daniel, Grieme

NAY: None

ABSENT: Kisena

**Student Representative Bolling: Yea

MOTION PASSED.

4. **Ordinance No. 3516-2026** - Increasing Estimated Revenues and Appropriations in the General Fund - Fire Department for Overtime Costs in Excess of Budgeted Amounts. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3516-2026. Council Member Grieme **SECONDED** the motion.

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

VOTE:

YEA: Pettey, Sounart, Knackstedt, Daniel, Grieme, Askin
NAY: None
ABSENT: Kisena

**Student Representative Bolling: Yea

MOTION PASSED.

5. Ordinance No. 3517-2026 - Increasing Estimated Revenues and Appropriations in the General Fund and Authorizing a Consulting Agreement to Evaluate Natural Gas Storage Opportunities on Kenai Municipal Airport Lands. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3517-2026. Council Member Daniel **SECONDED** the motion.

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:

Vice Mayor Askin **MOVED** to amend the Ordinance No. 3517-2026 as follows:

Section 2, to read: "That the City Manager is authorized to execute a change order to the contract with Alaska Marine Power, LLC in the amount of \$30,000 for a total contract amount of \$60,000 for consulting services."

Council Member Sounart **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

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

Clarification was provided this additional amount was requested because the original appropriation was almost exhausted; and the administration hoped this funding would be sufficient, it would depend on how prolonged the process would be.

VOTE MAIN MOTION AS AMENDED:

YEA: Sounart, Knackstedt, Daniel, Grieme, Askin, Pettey
NAY: None
ABSENT: Kisena

**Student Representative Bolling: Yea

MAIN MOTION AS AMENDED PASSED.

6. Resolution No. 2026-29 - Authorizing the Purchase of a new Ventrac Tractor and Attachments Utilizing Innovative Procurement. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-29. Council Member Grieme **SECONDED** the motion.

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.

7. Resolution No. 2026-30 - Authorizing a Contract Award for the 2026 Fire Systems Testing, Inspection and Monitoring. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-30. Council Member Sounart **SECONDED** the motion.

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.

8. Resolution No. 2026-31 - Authorizing the City Manager to Enter into an Airline Operating Agreement and Terminal Area Lease with Fox Air, LLC. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-31. Council Member Sounart **SECONDED** the motion.

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

Clarification was provided that the operating plan was six flights per day, six days a week; and the aircraft was a nine-passenger caravan aircraft.

There was discussion regarding a public comment letter received; proceeding with the approval and encouraging the administration to conduct additional due diligence prior to execution of the lease; and the importance of maintaining summer service.

UNANIMOUS CONSENT was requested.

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

9. Resolution No. 2026-32 - Authorizing Extension of a Contract for Purchase of Water and Wastewater Chemicals. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-32. Council Member Sounart **SECONDED** the motion.

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

Clarification was provided that the current provider agreed to extend the same price from last year.

UNANIMOUS CONSENT was requested.

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

10. Resolution No. 2026-33 - Authorizing Extension of a Contract for Refueling Services for City Facility Fuel Tanks. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-33. Council Member Sounart **SECONDED** the motion.

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

A summary overview of the memorandum as included in the packet and attached to Resolution No. 2026-33 was provided; and clarification was provided the items was brought forward because of the increase in rate.

UNANIMOUS CONSENT was requested.

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

- 11. Resolution No. 2026-34** - Affirming City Support of Non-Discrimination Policies as Outlined in Title VIII of the 1968 Civil Rights Act Known as the Federal Fair Housing Act to Comply with Certain Grant Requirements. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-34. Council Member Sounart **SECONDED** the motion.

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

Clarification was provided that the City does already operate in compliance; however, this is one of the required conditions of the Community Development Block grant associated with the City's partnership with Kenai Peninsula Housing Initiative.

UNANIMOUS CONSENT was requested.

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

F. MINUTES

1. *Regular Meeting of April 22, 2026. (City Clerk)

Approved by the consent agenda.

G. UNFINISHED BUSINESS

1. **Ordinance No. 3510-2026** - Amending the Official Zoning Map by Rezoning the Property at 10060 Kenai Spur Highway from Conservation to Suburban Residential Zoning District. (Administration)

Ordinance No. 3510-2026 (Substitute) - Amending the Official Zoning Map by Rezoning a Portion of the Property at 10060 Kenai Spur Highway from Conservation to Suburban Residential Zoning District. (Administration) *[March 18, 2026 referred to March 25, 2026 Planning & Zoning Commission meeting and postponed to April 1, 2026; April 1, 2026 postponed to May 6, 2026; May 6, 2026 referred to the May 27, 2026 Planning Commission and postponed to June 3, 2026.]*

[Clerk's Note: The motion to enact Ordinance No. 3510-2026 was on the floor from the April 1, 2026 City Council Meeting.]

Mayor Knackstedt opened the floor for public comment on Ordinance No. 3510-2026. There being no one wishing to be heard, the public comment period was closed.

Clarification was provided that the original Ordinance was to rezone the entire parcel and the substitute was to rezone only a portion of the parcel.

MOTION TO AMEND:

Council Member Daniel **MOVED** to amend Ordinance No. 3510-2026 by Ordinance No. 3510-2026 (Substitute) Council Member Sounart **SECONDED** the motion.

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

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

Mayor Knackstedt opened the floor for public comment on Ordinance No. 3510-2026 Substitute. There being no one wishing to be heard, the public comment period was closed.

MOTION TO AMEND:

Vice Mayor Askin **MOVED** to amend Ordinance No. 3510-2026 Substitute as follows:

Thirteenth whereas clause to read, "at their regularly scheduled meeting held on April 29, 2026, the Planning & Zoning Commission recommended that the City Council rezone the portion of the property at 10060 Kenai Spur Highway from Conservation to Rural Residential."

Council Member Daniel **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

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

It was reported that the Planning and Zoning Commission improperly entered into adjudicative session while acting in a legislative capacity; and it was recommended that the Council postpone action on the substitute ordinance and refer the matter back to the Planning and Zoning Commission to conduct a new public hearing to cure the Open Meetings Act violation.

Clarification was provided regarding portions of former airport land have been rezoned for other uses; the proposed rezone involves approximately ten acres; the proposed rezone would remove initial development barriers by establishing zoning prior to subdivision; future development would require due diligence; there have been no formal studies related to traffic impacts or property value impacts; and roadway classifications and future traffic analysis requirements would depend on the scale and type of future developments.

MOTION TO REFER AND POSTPONE:

Vice Mayor Askin **MOVED** to refer Ordinance No. 3510-2026 (Substitute) to the May 27, 2026 Planning and Zoning Commission Meeting and to Postpone to the June 3, 2026. Council Member Sounart **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to refer and postpone.

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

H. NEW BUSINESS

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

Approved by the consent agenda.

2. ***Action/Approval** - Consent to Assignment of Lease Agreement, of Lot 1, Block 5, General Aviation Apron No. 1 Amended. (Administration)

Approved by the consent agenda.

3. ***Action/Approval** - Special Use Permit to Weaver Brothers, Inc. for Truck Trailer Storage. (Administration)

Approved by the consent agenda.

4. ***Ordinance No. 3518-2026** - Amending Kenai Municipal Code Title 6 - Elections, Chapters 6.05, 6.15 and 6.40 Relating to Election Dates, Candidate Filing, Compensation of Election Officials, and Canvassing of Elections. (City Clerk)

Introduced by the consent agenda and Public Hearing set for May 20, 2026.

5. ***Ordinance No. 3519-2026** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures (Administration)

Introduced by the consent agenda and Public Hearing set for May 20, 2026.

6. ***Ordinance No. 3520-2026** - Amending Kenai Municipal Code Chapter 14.10 - Subdivision Regulations and Amending Kenai Municipal Code Section 18.10.030 - Street Improvements to Remove Road Design Standards from Code and Replace them with a Street Design Standards Manual. (Administration)

Introduced by the consent agenda and Public Hearing set for May 20, 2026.

7. **Action/Approval** - Council on Aging Commission 2026 Work Plan. (Council on Aging Commission)

MOTION:

Vice Mayor Askin **MOVED** to approve the Council on Aging 2026 Work Plan. Council Member Sounart **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

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

8. **Discussion** - Parks and Recreation Masterplan Memo. (Administration)

Council Work Session on the Parks and Recreation Masterplan Work Session was scheduled for May 20, 2026 at 5:00 p.m.

9. ***Action/Approval** - Purchase Orders and Purchase Order Amendments Requiring Council Approval in Accordance with KMC 7.15.020. (Administration)

Added to the Consent Agenda at the setting of the Agenda and Approved by the Consent Agenda.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging Commission

Council on Aging Commission 2025 Annual Report

No report, next meeting May 14, 2026.

2. Airport Commission

No report, next meeting May 14, 2026.

3. Parks and Recreation Commission

No report, next meeting May 7, 2026.

4. Planning and Zoning Commission

Council Member Daniel reported on the April 29, 2026 meeting, next meeting May 13, 2026.

5. Beautification Commission

No report, next meeting May 12, 2026.

J. REPORT OF THE MAYOR

Mayor Knackstedt reported on the following:

- Stated appreciation for the participation and presentations at the Budget Work Session.
- Thanked Deputy Clerk Parks for filling in during the Clerks absence.

K. ADMINISTRATION REPORTS

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

- Staffing update.
 - Attended the 2026 Industry Overview Forum in Seward; Regulatory Commission Hearing on Natural Gas Storage.
 - Application was submitted for the Small Community Air Service Development Program.
 - Runway Rehabilitation Project update.
 - Airport Restaurant was closing on May 23, 2026, a request for proposals will be issued.
 - Aleutian Airlines will suspend services in April and May due to fuel allocation issues.
 - Portions of Mission Avenue from Eric Hansen Scout Park to the Kenai Bible Church will be closed due to significant sluffing creating unsafe condition for vehicles and pedestrians; property owners will be granted exceptions.
 - Senator Murkowski has included funding for the City's drinking water improvements in her spending request.
 - Glenfarne hosting a lunch at the Visitor Center on May 18, 2026.
 - Upcoming events: Summer Reading Program and Plant Day.
2. City Attorney - City Attorney Bloom reported on the following:
 - Providing a series of presentations on teamwork, conflict resolution and dealing with difficult personalities at the Kenai Peninsula Borough District Student Council Meeting on April 29, 2026.
 3. City Clerk - No report.

L. ADDITIONAL PUBLIC COMMENTS

1. Citizen Comments (*Public comments limited to (5) minutes per speaker*) - None.
2. Council Comments

Student Representative Bolling recognized multiple Kenai Central High School student leaders for their selection to various Kenai Peninsula Borough School District, district level committees; reported on spring sports activities and the success of the Kenai Central High School Prom; thanked the Kenai Recreation Center and Kenai Senior Center for after-prom activities; and stated appreciation for City Attorney Blooms participation as a guest speaker at the annual Student Council Regional Meeting.

Council Member Sounart thanked the Administration and staff for their work on the budget, acknowledging the long-range financial planning efforts; and thanked Deputy Clerk Parks.

Council Member Daniel noted he was unable to attend the Budget Work Session, he was able to meet with the Finance Director to discuss budget related questions and concerns.

Council Member Grieme noted her appreciation for City staff and the services provided to residents; thanked staff participating in the Budget Work Session; and stated her confidence in the City's financial planning efforts.

Council Member Pettey noted she was looking forward to the budget for the upcoming year; and stated her agreement with Council Members Sounart and Grieme on the budget process.

Vice Mayor Askin noted her appreciation for the City staff and departmental presentations during the Budget Work Session; reported attending the Carking for the Kenai Award Ceremony; and attending the Industry Overview Forum.

EXECUTIVE SESSION - None.

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 7:56 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of May 6, 2026.

Michelle M. Saner, MMC
City Clerk

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

DRAFT

**PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: MAY 20, 2026**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	113,979.95
ENSTAR	GAS USAGE	VARIOUS	UTILITIES	59,044.27
PREMERA	MAY PREMIUM	VARIOUS	INSURANCE	230,099.35
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	128,171.12



MEMORANDUM

TO: Mayor Henry Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Julie Semmens, Administrative Assistant II
DATE: May 12, 2026
SUBJECT: **Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC**

Jeremy Mastre, River Rock Outdoors, LLC., is requesting to conduct a commercial operation from slip 5 at the float plane basin for the 2026 summer season.

River Rock Outdoors, LLC is a part 135 air charter providing wildlife viewing and fishing opportunities off the road system. This is their third season operating out of the float plane basin.

Airport Administration has received the Special Use Permit Application with the \$100 application fee and a current Certification of Insurance is on file. A commercial operator fee of \$300 and a \$25 vehicle parking fee will be paid prior to start of the operation.

Airport Commission reviewed this at the May 14, 2026 and recommends Council approval.

Does Council recommend the City Manager to approve a Special Use Permit to River Rock Outdoors LLC?

- Attachment – Special Use Permit Application
 - Exhibit A
 - Special Use Permit



City of Kenai
Special Use Permit
Application

Application Date: 4/24/26

Applicant Information

Name of Applicant:	River Rock Outdoors						
Mailing Address:	[Redacted]	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone:		Work/ Message Phone:			[Redacted]	
E-mail: (Optional)	[Redacted]						
Name to Appear on Permit:	River Rock Outdoors						
Mailing Address:		City:		State:		Zip Code:	
Phone Number(s):	Home Phone:		Work/ Message Phone:				
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:

Description of the proposed business or activity intended: Part 135 Air Charter

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)? MAY 1 - NOV 1

Requested Starting Date: MAY 1

Signature:		Date:	4/24/26
Print Name:	Jeremy L. Mastre	Title:	Owner

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: _____

SPECIAL USE PERMIT

The CITY OF KENAI (City) grants to River Rock Outdoors (Permittee), whose address is PO Box 3289, Soldotna, AK 99669, 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 right to use commercial float plane basin parking spot 5 as described in the attached Exhibit A for the uses identified in this Permit.

2. Term. The term of this Permit shall be for six months commencing on May 1, 2026 and ending on October 31, 2026, or the closing date deemed necessary by Airport Management for weather conditions. Regardless of the date of signature, this Permit shall be effective as of May 1, 2026.

3. Permit Fees. Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:

A. Permit: Permittee shall pay a seasonal fee plus applicable sales tax as follows:

May – October 2026	\$300.00
Parking	\$25.00

B. Proximity Card for Gate Access: In addition to the general permit fee, Permittee shall pay a deposit of one hundred dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.

C. Other Fees: City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the

insurer to bind coverage on its behalf.

- iii. Permittee shall request a waiver of subrogation against City from Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by May 1, 2026. The effective date of the insurance shall be no later than May 1, 2026.

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 River Rock Outdoors and where the context reasonably indicates, its officers, agents, and employees. “Airport” means the Kenai Municipal Airport.

CITY OF KENAI

RIVER ROCK OUTDOORS

By: _____

By: _____

Terry Eubank
City Manager

Date

Jeremy Mastre
Owner

Date

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2026, 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 _____, 2026, the foregoing instrument was acknowledged before me by Jeremy Mastre, Owner, on behalf of River Rock Outdoors.

Notary Public for Alaska
My Commission Expires: _____

Approved as to Form:



Scott Bloom
City Attorney

COMMERCIAL FLOAT PLANE FACILITY

WATER TAXIWAY

LONG TERM SLIPS

ITINERANT SLIPS

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18
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RAMP

RESTROOM
REGISTRATION BLDG.
WITH PHONE
CHAIN LINK FENCE

LIMITED ACCESS TAXIWAY

EMERGENCY ACCESS ROAD

WATER RUNWAY

Runway 2L/20R

KENAI FLOAT PLANE FACILITY

SCALE : 1" = 300'

Exhibit A



MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Julie Semmens, Administrative Assistant II
DATE: May 12, 2026
SUBJECT: **Special Use Permit to Crowley Fuels LLC, for Aircraft Fueling Service on the Apron**

This memo recommends support of the Special Use Permit between the City of Kenai and Crowley Fuels, LLC for aviation fueling on approximately 35,000 square feet of apron for their fueling operations.

This permit will be effective for 12 months from July 1, 2026 through June 30, 2027.

Crowley Fuels, LLC, has completed the Special Use Application and paid the \$100 application fee.

Crowley Fuels LLC is current on all fees owed to the City and a current Certificate of Insurance is on file.

Airport Commission reviewed this at the May 14, 2026 meeting and recommends Council approval.

Does Council recommend the City Manager approve the Special Use Permit to Crowley Fuels LLC?

Attachments- Special Use Permit Application
Exhibit A
Special Use Permit Draft



**City of Kenai
Special Use Permit
Application**

Application Date: **5/4/2026**

Applicant Information

Name of Applicant:	Crowley Fuels LLC						
Mailing Address:	201 Arctic Slope Ave	City:	Anchorage	State:	AK	Zip Code:	99518
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()				
E-mail: (Optional)	[REDACTED]						
Name to Appear on Permit:	Crowley Fuels LLC						
Mailing Address:		City:		State:		Zip Code:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()				
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other						

Property Information

Legal or physical description of the property:
35,000 sf on airport apron adjacent to Lot 4 Block1, Lot 3A1 FBO Subdivision leased by Crowley

Description of the proposed business or activity intended:
Aircraft fueling services

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:
N/A

What is the term requested (not to exceed one year)? 1 year

Requested Starting Date: July 1, 2026

Signature:	<i>Jenny Silva</i>	Date:	5/4/26
Print Name:	Jenny Silva	Title:	Director, Contract Compliance & Pricing

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: _____

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **CROWLEY FUELS LLC** (Permittee), whose address is 201 Arctic Slope Ave., Anchorage, AK 99518, a Special Use Permit for the fueling area on the apron 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 35,000 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2026 and ending on June 30, 2027. Regardless of the date of signature, this Permit shall be effective as of July 1, 2026.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:
 - A. **Permit:** Permittee shall pay a monthly fee of \$1,866.67 (\$0.64/SF/Year) plus applicable sales tax. *Adjusted for the City of Kenai Schedule of Rates, Charges, and Fees for Fiscal Year 2027.
 - 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):

Aviation Fueling on Apron Fueling Area. **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 thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2026. The effective date of the insurance shall be no later than July 1, 2026.

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 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. Personalty. 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 of Kenai is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

22. 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.

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 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.

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 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.

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

EXHIBIT A





**CITY OF KENAI
ORDINANCE NO. 3521-2026**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND - POLICE DEPARTMENT AND ACCEPTING A GRANT FROM THE US DEPARTMENT OF TRANSPORTATION PASSED THROUGH THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES FOR TRAFFIC ENFORCEMENT OVERTIME EXPENDITURES.

WHEREAS, the Kenai Police Department joins with other law enforcement agencies statewide to support Alaska Highway Safety Office (AHSO) traffic safety programs to reduce fatalities and injuries on roadways; and,

WHEREAS, AHSO traffic-related overtime funds allow the department to provide specific traffic safety patrols; and,

WHEREAS, the grant funds received for from AHSO for overtime in fiscal year 2026 were \$7,077.74; and,

WHEREAS, overtime for these additional traffic safety patrols was not budgeted and the Department is requesting appropriation into the overtime budget equal to the amount of the AHSO grant funding received.

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

Section 1. That the City Manager is authorized to accept these funds from the AHSO in the amount of \$7,077.74 and to expend those funds to fulfill the purpose and intent of this ordinance.

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

General Fund:

Increase expenditures –	
Federal Grants - Police	<u>\$7,077.74</u>
Increase expenditures –	
Police - Overtime	<u>\$7,077.74</u>

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF JUNE, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	May 20, 2026
Enacted:	June 3, 2026
Effective:	June 3, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 8, 2026

SUBJECT: **Ordinance No. 3521-2026** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting a Grant from the US Department of Transportation Passed Through the State of Alaska Department of Transportation and Public Facilities for Traffic Enforcement Overtime Expenditures.

The Kenai Police Department continues to participate in traffic enforcement overtime patrols, reimbursed to the City of Kenai through a grant by the Alaska Highway Safety Office (AHSO).

Actual grant funds anticipated from AHSO so far in FY26 is \$7077.74.

I am respectfully requesting consideration of the ordinance accepting and appropriating the grant funds.

Sponsored by: Administration



**CITY OF KENAI
ORDINANCE NO. 3522-2026**

AN ORDINANCE ACCEPTING AN ALASKA DIVISION OF FORESTRY VOLUNTEER FIRE ASSISTANCE GRANT IN THE AMOUNT OF \$8,602.97 AND APPROPRIATING FUNDS FOR THE PURCHASE OF WILDLAND AND FIREFIGHTING EQUIPMENT FOR THE CITY OF KENAI FIRE DEPARTMENT.

WHEREAS, the Alaska Division of Forestry administers the Volunteer Fire Assistance (VFA) Grant Program to support fire departments with wildland firefighting capabilities; and,

WHEREAS, the City of Kenai Fire Department applied for and was awarded a Volunteer Fire Assistance Grant in the amount of \$8,602.97 for the purchase of wildland and firefighting equipment; and,

WHEREAS, the awarded funds will enhance the Fire Department’s capability to respond to wildland fire incidents and improve operational readiness; and,

WHEREAS, it is in the best interest of the City of Kenai to accept the grant and appropriate the funds for the intended purpose.

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

Section 1. That the City Manager is authorized to accept a Volunteer Fire Assistance Grant from the State of Alaska in the amount of \$8,602.97.

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

General Fund:

Increase Revenue –	
State Grant Revenue	<u>\$8,602.97</u>
Increase expenditures –	
Operating Supplies	<u>\$8,602.97</u>

Section 3. That the City Manager is authorized to execute all documents and agreements necessary to complete the grant acceptance and equipment purchases.

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 3RD DAY OF JUNE, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: *DS*

Introduced:	May 20, 2026
Enacted:	June 3, 2026
Effective:	June 3, 2026



KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Jay Teague, Fire Chief

DATE: May 20, 2026

SUBJECT: **Ordinance No. 3522-2026** - Accepting an Alaska Division of Forestry Volunteer Fire Assistance Grant in the Amount of \$8,602.97 and Appropriating Funds for the Purchase of Wildland and Firefighting Equipment for the City of Kenai Fire Department.

This Ordinance authorizes the City Manager to accept a Volunteer Fire Assistance (VFA) Grant from the Alaska Division of Forestry in the amount of \$8,602.97 and appropriates the awarded funds for the purchase of wildland and firefighting equipment for the Kenai Fire Department.

The Alaska Division of Forestry administers the Volunteer Fire Assistance Grant Program to assist fire departments in enhancing wildland firefighting capabilities and improving preparedness for wildfire incidents. The City of Kenai Fire Department successfully applied for and received this grant funding to support operational readiness and firefighter safety.

Funds awarded through this grant will be utilized to purchase wildland firefighting and related operational equipment that will improve the department's ability to safely and effectively respond to vegetation fires, interface fires, and other emergency incidents requiring specialized wildland firefighting resources.

Acceptance of this grant provides a direct financial benefit to the City by allowing the department to obtain needed equipment without relying solely on local funding sources. The grant funding supports the department's ongoing efforts to maintain readiness for wildland fire incidents while protecting community infrastructure, residents, visitors, and surrounding natural resources.

The proposed ordinance authorizes acceptance of the grant and appropriates the funds into the General Fund for the intended equipment purchases. There is no adverse fiscal impact to the City associated with accepting this funding.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3523-2026**

AN ORDINANCE ADOPTING THE ANNUAL BUDGET, SALARY SCHEDULE AND EMPLOYEE CLASSIFICATION PLAN FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 AND COMMITTING \$4,584,359 OF GENERAL FUND, FUND BALANCE FOR FUTURE CAPITAL IMPROVEMENTS.

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

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

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

WHEREAS, through adoption of the document entitled "Annual Budget for the City of Kenai, Alaska July 1, 2026 – June 30, 2027", which includes the City Manager presented table of Authorized Personnel Staffing and Salary Schedules, Council meets its obligation to adopt the Salary Schedule of the City for fiscal year 2027; and,

WHEREAS, adoption of the document entitled "Annual Budget for the City of Kenai, Alaska July 1, 2026 – June 30, 2027", which includes the City Manager presented Employee Classification Plan satisfies the requirement of KMC 23.50.010; and,

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

WHEREAS, in recognition of deferred and ongoing maintenance needs of City facilities and in support of the City's Fiscal Year 2027 – 2031 Capital Improvement Plan (The Plan), Council commits \$4,584,359 towards funding of The Plan for fiscal years 2027-2031.

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

Section 1. That certain document entitled "Annual Budget for the City of Kenai, Alaska July 1, 2026 – June 30, 2027" which is available for examination by the public in the Office of the City Clerk, the City's website and is incorporated herein by reference is hereby adopted as the budget for the City of Kenai for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

Section 2. The following sums of money are hereby appropriated for the operations of the City of Kenai for the fiscal year commencing on the first day of July, 2026, and ending the 30th day of June, 2027, to be expended consistent with and subject to the restrictions, procedures, and purposes set forth in the Code of the City of Kenai and to be expended substantially by line item in the manner shown in the budget adopted by Section 1 hereof:

General Fund	\$ 23,341,239
Enterprise Fund –	
Congregate Housing Fund	694,834
Internal Service Funds:	
Equipment Replacement Fund	288,678
Fleet Replacement Fund	103,174
Employee Health Care Fund	<u>2,997,788</u>
Total Internal Service Funds	3,389,640
Special Revenue Funds:	
Personal Use Fishery Fund	601,090
Water & Sewer Fund	3,602,337
Airport Fund	4,042,144
Senior Citizen Fund	<u>1,139,480</u>
Total Special Revenue Funds	9,385,051
Permanent Funds:	
Airport Land Sale Permanent Fund	1,151,157
General Land Sale Permanent Fund	<u>176,498</u>
Total Permanent Revenue Funds	1,327,655
Capital Project Funds:	
Playground Improvement	100,000
Park Improvement	50,000
Kenai Rec Center Improvements	120,000
Municipal Roadway Improvement	1,550,000
Kenai Public Safety Improvements	300,000
Kenai Senior Center Improvement	60,000
Congregate Housing Improvement	100,000
Airport Improvement	380,100
Waste Water Treatment Plant	100,000
Water & Sewer Improvement	<u>610,000</u>
Total Capital Project Funds	<u>3,370,100</u>
Debt Service Fund – Library Expansion Bonds	<u>125,375</u>
Total All Funds	<u>\$41,633,894</u>

Section 3. Council hereby commits \$4,584,359 of Unassigned General Fund, Fund Balance for future renovations and improvements to City facilities.

Section 4. Council hereby adopts the Salary Schedule presented by the City Manager and included in the “Annual Budget for the City of Kenai, Alaska July 1, 2026 – June 30, 2027”:

Range	Position Title	A	B	C	D	E	F	AA	BB	CC	DD	EE
1	Police Trainee	\$ 14.82	\$ 15.19	\$ 15.56	\$ 15.94	\$ 16.29	\$ 16.67	\$ 17.30	\$ 17.93	\$ 18.57	\$ 19.19	\$ 19.82
2		\$ 15.56	\$ 15.95	\$ 16.34	\$ 16.72	\$ 17.12	\$ 17.51	\$ 18.17	\$ 18.83	\$ 19.49	\$ 20.15	\$ 20.81
3		\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.57	\$ 17.98	\$ 18.38	\$ 19.08	\$ 19.76	\$ 20.46	\$ 21.16	\$ 21.86
4		\$ 17.16	\$ 17.59	\$ 18.02	\$ 18.45	\$ 18.88	\$ 19.30	\$ 20.04	\$ 20.76	\$ 21.49	\$ 22.22	\$ 22.95
5		\$ 18.01	\$ 18.45	\$ 18.91	\$ 19.36	\$ 19.80	\$ 20.25	\$ 21.02	\$ 21.78	\$ 22.55	\$ 23.31	\$ 24.08
6	Driver, Janitor, Kitchen Assistant, Parks & Rec Laborer, Recreation Center Attendant	\$ 18.92	\$ 19.39	\$ 19.87	\$ 20.34	\$ 20.81	\$ 21.28	\$ 22.08	\$ 22.90	\$ 23.70	\$ 24.50	\$ 25.30
7		\$ 19.86	\$ 20.36	\$ 20.85	\$ 21.35	\$ 21.85	\$ 22.35	\$ 23.19	\$ 24.03	\$ 24.88	\$ 25.71	\$ 26.56
8	Cook, Library Aide	\$ 21.26	\$ 21.79	\$ 22.32	\$ 22.86	\$ 23.39	\$ 23.92	\$ 24.82	\$ 25.72	\$ 26.62	\$ 27.53	\$ 28.44
9		\$ 22.33	\$ 22.90	\$ 23.45	\$ 24.01	\$ 24.57	\$ 25.12	\$ 26.07	\$ 27.02	\$ 27.98	\$ 28.93	\$ 29.86
10		\$ 23.44	\$ 24.02	\$ 24.61	\$ 25.19	\$ 25.78	\$ 26.38	\$ 27.38	\$ 28.36	\$ 29.35	\$ 30.35	\$ 31.35
11		\$ 24.59	\$ 25.20	\$ 25.82	\$ 26.44	\$ 27.05	\$ 27.66	\$ 28.70	\$ 29.75	\$ 30.79	\$ 31.84	\$ 32.88
12	Library Assistant	\$ 25.85	\$ 26.50	\$ 27.14	\$ 27.78	\$ 28.44	\$ 29.09	\$ 30.19	\$ 31.28	\$ 32.38	\$ 33.48	\$ 34.58
13	Administrative Assistant I	\$ 27.15	\$ 27.82	\$ 28.51	\$ 29.19	\$ 29.86	\$ 30.55	\$ 31.70	\$ 32.85	\$ 34.01	\$ 35.17	\$ 36.31
14	Accounting Tech I, Administrative Assistant II, Animal Control Officer, Parks & Rec Maint. Tech.	\$ 28.51	\$ 29.21	\$ 29.94	\$ 30.64	\$ 31.35	\$ 32.07	\$ 33.27	\$ 34.49	\$ 35.70	\$ 36.91	\$ 38.12
15	Admin. Assistant III, Desktop Support Tech., Public Safety Dispatcher, Utility Operator I	\$ 29.91	\$ 30.66	\$ 31.41	\$ 32.16	\$ 32.89	\$ 33.65	\$ 34.92	\$ 36.19	\$ 37.46	\$ 38.73	\$ 40.01
16	Accounting Tech II, Airport Operations Specialist, Building Maintenance Technician Equipment Operator	\$ 31.41	\$ 32.19	\$ 32.98	\$ 33.76	\$ 34.55	\$ 35.33	\$ 36.66	\$ 38.01	\$ 39.34	\$ 40.67	\$ 42.01
17	Chief Animal Control Officer	\$ 33.01	\$ 33.83	\$ 34.67	\$ 35.49	\$ 36.31	\$ 37.14	\$ 38.55	\$ 39.96	\$ 41.34	\$ 42.75	\$ 44.16
18	Communications Supervisor, Utility Operator II	\$ 34.64	\$ 35.50	\$ 36.36	\$ 37.24	\$ 38.10	\$ 38.97	\$ 40.43	\$ 41.91	\$ 43.37	\$ 44.85	\$ 46.32
19	Assistant Parks & Rec Director, Equipment Lead Operator, Shop Mechanic, Utility Lead Operator	\$ 36.37	\$ 37.28	\$ 38.19	\$ 39.10	\$ 40.02	\$ 40.92	\$ 42.48	\$ 44.02	\$ 45.57	\$ 47.11	\$ 48.66
20		\$ 38.17	\$ 39.13	\$ 40.08	\$ 41.04	\$ 42.00	\$ 42.96	\$ 44.58	\$ 46.20	\$ 47.82	\$ 49.44	\$ 51.06
21	Airport Operations Supervisor, Building Official, Police Officer, Shop Foreman, Street Foreman, Building Foreman, Utility Foreman I	\$ 40.09	\$ 41.09	\$ 42.10	\$ 43.10	\$ 44.10	\$ 45.11	\$ 46.81	\$ 48.51	\$ 50.22	\$ 51.92	\$ 53.63
22	Utility Foreman II	\$ 42.10	\$ 43.15	\$ 44.20	\$ 45.25	\$ 46.31	\$ 47.36	\$ 49.15	\$ 50.94	\$ 52.73	\$ 54.53	\$ 56.31
23	Assistant to the City Manager/Special Projects Coordinator, IT Manager	\$ 44.18	\$ 45.28	\$ 46.38	\$ 47.49	\$ 48.60	\$ 49.71	\$ 51.58	\$ 53.46	\$ 55.33	\$ 57.22	\$ 59.10
24	Police Sergeant, Assistant Public Works Director	\$ 46.40	\$ 47.56	\$ 48.73	\$ 49.88	\$ 51.05	\$ 52.20	\$ 54.18	\$ 56.15	\$ 58.13	\$ 60.09	\$ 62.07
25	Controller, Fire Deputy Chief	\$ 48.73	\$ 49.94	\$ 51.16	\$ 52.38	\$ 53.60	\$ 54.81	\$ 56.88	\$ 58.95	\$ 61.02	\$ 63.10	\$ 65.17
26		\$ 51.19	\$ 52.47	\$ 53.75	\$ 55.04	\$ 56.31	\$ 57.60	\$ 59.77	\$ 61.94	\$ 64.12	\$ 66.29	\$ 68.47
27	Police Lieutenant	\$ 53.70	\$ 55.05	\$ 56.38	\$ 57.73	\$ 59.08	\$ 60.41	\$ 62.69	\$ 64.98	\$ 67.26	\$ 69.54	\$ 71.83
28		\$ 56.40	\$ 57.82	\$ 59.23	\$ 60.65	\$ 62.04	\$ 63.46	\$ 65.86	\$ 68.26	\$ 70.66	\$ 73.04	\$ 75.45

Classified employees engaged in fire protection activities

Range	Position Title	A	B	C	D	E	F	AA	BB	CC	DD	EE
F18	Firefighter	\$ 24.74	\$ 25.36	\$ 25.97	\$ 26.59	\$ 27.20	\$ 27.82	\$ 28.87	\$ 29.92	\$ 30.97	\$ 32.02	\$ 33.07
F19		\$ 25.98	\$ 26.63	\$ 27.28	\$ 27.92	\$ 28.57	\$ 29.21	\$ 30.31	\$ 31.42	\$ 32.52	\$ 33.63	\$ 34.73
F20	Fire Engineer	\$ 27.25	\$ 27.94	\$ 28.62	\$ 29.29	\$ 29.97	\$ 30.65	\$ 31.80	\$ 32.97	\$ 34.12	\$ 35.28	\$ 36.45
F21		\$ 28.64	\$ 29.37	\$ 30.09	\$ 30.80	\$ 31.52	\$ 32.24	\$ 33.46	\$ 34.68	\$ 35.89	\$ 37.11	\$ 38.33
F22	Fire Captain, Fire Marshall	\$ 30.08	\$ 30.83	\$ 31.58	\$ 32.33	\$ 33.08	\$ 33.83	\$ 35.11	\$ 36.39	\$ 37.66	\$ 38.94	\$ 40.22

Department Head Services

Range	Position Title	Minimum	Maximum
23	Human Resources Director, Library Director, Parks & Rec Director, Senior Center Director	\$ 91,890	\$ 128,646
24	Planning Director	\$ 96,522	\$ 135,132
25	Airport Manager	\$ 101,350	\$ 141,890
26		\$ 106,480	\$ 149,072
27	Fire Chief	\$ 111,697	\$ 156,375
28	Finance Director, Public Works Director, Police Chief	\$ 117,325	\$ 164,255

Temporary Employees

Range	A	B	C
T1	\$ 14.82	\$ 15.19	\$ 15.56
T2	\$ 15.56	\$ 15.95	\$ 16.34
T3	\$ 16.34	\$ 16.74	\$ 17.16
T4	\$ 17.16	\$ 17.59	\$ 18.02
T5	\$ 18.01	\$ 18.45	\$ 18.91
T6	\$ 18.92	\$ 19.39	\$ 19.87
T7	\$ 19.86	\$ 20.36	\$ 20.85
T8	\$ 21.26	\$ 21.79	\$ 22.32
T9	\$ 22.33	\$ 22.90	\$ 23.45
T10	\$ 23.44	\$ 24.02	\$ 24.61
T11	\$ 24.59	\$ 25.20	\$ 25.82
T12	\$ 25.85	\$ 26.50	\$ 27.14
T13	\$ 27.15	\$ 27.82	\$ 28.51
T14	\$ 28.51	\$ 29.21	\$ 29.94
T15	\$ 29.91	\$ 30.66	\$ 31.41
T16	\$ 31.41	\$ 32.19	\$ 32.98
T17	\$ 33.01	\$ 33.83	\$ 34.67
T18	\$ 34.64	\$ 35.50	\$ 36.36
T19	\$ 36.37	\$ 37.28	\$ 38.19
T20	\$ 38.17	\$ 39.13	\$ 40.08
T21	\$ 40.09	\$ 41.09	\$ 42.10
T22	\$ 42.10	\$ 43.15	\$ 44.20
T23	\$ 44.18	\$ 45.28	\$ 46.38
T24	\$ 46.40	\$ 47.56	\$ 48.73
T25	\$ 48.73	\$ 49.94	\$ 51.16
T26	\$ 51.19	\$ 52.47	\$ 53.75
T27	\$ 53.70	\$ 55.05	\$ 56.38
T28	\$ 56.40	\$ 57.82	\$ 59.23
T29	\$ 59.31	\$ 60.79	\$ 62.28

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

Section 6. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect July 1, 2026.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF JUNE, 2026.

Henry Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	May 20, 2026
Enacted:	June 3, 2026
Effective:	July 1, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: May 12, 2026

SUBJECT: **Ordinance 3523-2026** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2026 and Ending June 30, 2027 and Committing \$4,584,359 of General Fund, Fund Balance for Future Capital Improvements.

The purpose of this memo is to adopt the Annual Budget, Salary Schedule and Employee Classification Plan for the year commencing July 1, 2026 and ending June 30, 2027.

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

January 7, 2026 to develop the FY 2027 Budget Goals. The Council established the FY 2027 Budget Goals with the approval of Resolution 2026-03 January 21, 2026.

January 7, 2026 to discuss the Fiscal year 2027 – 2031 Capital Plan. The Capital Plan was approved by Resolution 2026-02 on January 21, 2026.

May 2, 2026 for the Administration to present the draft FY 2027 Annual Budget including the Salary Schedule and Employee Classification Plan. The draft budget document is available for public review on the City's website on the Finance Department page.

May 22, 2026. Pursuant to KMC 7.25 010(f), notice of the June 3, 2026 public hearing on the proposed FY2027 Budget was published in the Peninsula Clarion.

Since the last budget work session some adjustments were made to the General Fund budget for a total decrease of \$229,671 in General Fund expenditures, changes include a \$4,800 increase in professional services for the council employee evaluation process (Human Resources), \$15,600 increase in professional services related to fees for Online Sales Tax collection services (Finance), \$200,000 decrease in transfers to capital projects to remove the Comprehensive Plan (Non-Departmental), and \$50,071 decrease in contributions to the Senior Citizen Fund (Non-Departmental).

An increase of \$6,500 in the Personal Use Fishery Fund expenditures due to an increase in the contract amount for toilet and dumpster rentals.

A \$100,000 increase in the Municipal Roadway Capital Project Fund for gravel road improvements and a \$200,000 decrease in the Kenai City Hall Improvement Capital Project Fund to remove the Comprehensive Plan.

The FY2027 budget increases the commitment of General Fund dollars for future capital projects from \$4,041,458 to \$4,584,359 as a result of updates made to both capital project planning and operating expenditures during the budget review process. The change is not a direct dollar-for-dollar adjustment because the final commitment amount also reflects the application of fund balance stabilization calculations and other balancing adjustments necessary to maintain the City's financial policies and long-term fiscal stability.





Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3524-2026**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE SECTION 23.25.065 - SHIFT DIFFERENTIAL PAY, TO UPDATE SHIFT HOURS AND TO CLARIFY ELIGIBILITY; AND SECTION 23.55.030 QUALIFICATION PAY, TO ENSURE APPROPRIATE COMPENSATION AND BENEFITS TO CITY EMPLOYEES COMPARABLE TO OTHER PLACES OF PUBLIC EMPLOYMENT WHICH ALLOWS THE CITY TO RECRUIT AND RETAIN QUALIFIED EMPLOYEES.

WHEREAS, pursuant to KMC 23.15.010, the City Manager prepares and recommends revisions and amendments to the personnel regulations as deemed necessary; and,

WHEREAS, the City and other comparable government employers have experienced workforce challenges in recent years, requiring continued efforts to recruit and retain qualified employees to meet the needs and expectations of the community; and,

WHEREAS, the City conducted a review of compensation practices, including shift differential pay and qualification pay for police and paramedics, and has identified opportunities to improve clarity, consistency and competitiveness in these areas; and,

WHEREAS, clarification of shift definitions, including revised start times, is necessary to ensure consistent and equitable application of shift differential pay; and,

WHEREAS, qualification pay is an important tool to recognize specialized skills, certifications and training for assignments that support effective public safety and municipal operations; and,

WHEREAS, amendments to update the hours for shift differential pay and increase the qualification pay for paramedics is in the best interests of the City,

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

Section 1. Amendment of Section 23.25.065 of Kenai Municipal Code: That Kenai Municipal Code, Section 23.25.065, Shift Differential Pay, is hereby amended as follows:

23.25.065 Shift Differential Pay.

- (a) Eligible full-time regular employees [WHO WORK CERTAIN SHIFTS EXPLAINED BELOW] assigned to work certain shifts are entitled to additional compensation. To be eligible, the scheduled shift must be for a period of less than twenty-four (24) hours.
- (b) Eligible shifts and rates are:
 - (1) Swing Shift begins [AT OR AFTER 2:00 P.M.] between 12:00 noon and [BEFORE] 6:00 p.m.—three percent (3%)
 - (2) Graveyard Shift begins [AT OR AFTER] between 6:00 p.m. and [BEFORE] 3:00 a.m.—six percent (6%).

- (c) [THE ABOVE RATES] Shift differential pay will be computed [AGAINST] as a percentage of the employee's current range and step [OF THE EMPLOYEE]. Shift differential pay is not [TO BE] considered in computing annual leave or holiday pay.
- (d) [ELIGIBLE EMPLOYEES RECEIVE SHIFT DIFFERENTIAL PAY FOR EACH ELIGIBLE SHIFT WORKED] Shift differential pay applies only to approved shifts that begin within the qualifying period identified in subsection (b).
- (e) Shift differential pay will be allowed only upon approval of the City Manager when such [WORK SCHEDULE IS] shifts are necessary for the benefit of the City.

Section 2. Amendment of Section 23.55.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 23.55.030, Qualification Pay, is hereby amended as follows:

23.55.030 Qualification Pay.

- (a) In recognition of professional development, personal time, and effort of the individual to achieve same, the following annual recognition entitlement is authorized, payable on a pro rata monthly basis.
- (b) When this recognition entitlement is calculated based on an employee's current range and step, it will be included in hourly rates for annual leave or holiday pay.

(1) *Police Department.*

- (i) Certification in accordance with State of Alaska Certification Standards as follows:

Intermediate Certification	An additional two and one-quarter percent (2.25%) of [STEP A OF THE POLICE OFFICER RANGE] <u>the employee's current range and step.</u> Eligible grades are Police Officer and Police Sergeant.
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Advanced Certification	An additional three and three-quarters (3.75%) of [STEP A OF THE POLICE OFFICER RANGE] <u>the employee's current range and step.</u> Eligible grades are Police Officer, Police Sergeant, Police Lieutenant, and Police Chief.
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- (ii) *Recognition Pay for Qualified Senior Officers.* Senior officer pay is for police officers who have completed five (5) years of service with the City of Kenai subject to an overall evaluation rating of "Meets Expectations" or better, as follows:

An additional five percent (5%) of the employee's current range and step.

- (iii) Recognition pay for qualified field training officer personnel for officers temporarily assigned field training officer duties for eligible shifts only as follows:

Five percent (5%) increase of the employee's current range and step.

- (iv) Recognition pay for qualified "investigator" personnel for temporary assignment as an investigator when the assignment is the employee's primary assignment and the assignment has been approved by the City Manager or designee as follows:

Five percent (5%) increase of the employee's current range and step.

- (v) 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.

(2) *Fire Department.*

- (i) Recognition entitlement for an associate degree in fire science is four hundred eighty dollars (\$480.00) per year. Eligible grades are fire fighter, engineer, and captain.
- (ii) 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 Instructor	An additional one-half percent (0.5%) of Step A of the Fire Fighter range.
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EMT III/Advanced Emergency Medical Technician (AEMT)	An additional two and one-quarter percent (2.25%) of Step A of the Fire Fighter range.
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Paramedic	An additional [FIVE] <u>fifteen</u> percent (15%) of the employee's current range and step (included AEMT pay).
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- (iii) Recognition entitlements for driver/operator qualified personnel for eligible grades of fire fighter are as follows:

Driver/Operator Qualified	An additional five percent (5%) of the employee's current range and step.
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(3) *Water and Sewer Utility.* Certification in accordance with the State of Alaska Certification Standards.

W & S II	\$300/year
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W & S III	\$480/year
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(4) *City Clerk's Office.* Certification in accordance with International Institute of Municipal Clerks.

Certified Municipal Clerk	An additional two and one-half percent (2.5%) of the employee's current range and step.
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(5) *Building Plans Examiner.* Recognition pay for certification in accordance with the International Code Council as a Building Plans Examiner beyond the basic requirements of the employee's position, which provides substantial cost savings or additional benefit to the City, upon recommendation by the department head and approval of the City Manager as follows:

An additional two and one-quarter percent (2.25%) of the employee’s current range and step.

- (6) *Public Works Assistant Director*. Recognition pay for holding a license in accordance with the State of Alaska Professional Engineer (PE) license beyond the basic requirements of the employee's position, which provides substantial benefit to the City, upon recommendation by the department head and approval of the City Manager as follows:

An additional five percent (5%) of the employee’s current range and step.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF JUNE, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: May 20, 2026
Enacted: June 3, 2026
Effective: July 23, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Stephanie Randall, Human Resources Director

DATE: May 6, 2026

SUBJECT: **Ordinance 3524-2026** Amending Kenai Municipal Code section KMC 23.25.065 – Shift Differential Pay, to update shift hours and to clarify eligibility; and KMC 23.55.030 Qualification Pay, to ensure appropriate compensation and benefits to city employees comparable to other places of public employment which allows the city to recruit and retain qualified employees.

This memo is in support of the proposed ordinance amending sections of Kenai Municipal Code Title 23 - Personnel Regulations. This ordinance updates eligible shift start times for employees working non-standard shifts and adjusts certain qualification pay provisions for employees who obtain and maintain specialized certifications that support City operations.

As part of compensation review and discussions during the FY27 budget process, these areas were identified for review to maintain the City competitiveness with labor market conditions and to support employee contributions through fair and consistent compensation practices.

Section 1. This section amends KMC 23.25.065 to designate shifts as “swing” shift and “graveyard” shift and to revise the start time for the swing shift. Additional language is included to further clarify eligible shifts and the application of shift differential pay.

Section 2. This section amends KMC 23.55.030 to update qualification pay provisions, including revising calculation language to reflect the employee’s current range and step. The amendments also update paramedic qualification pay to better align with recruitment, retention and operational needs.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3525-2026**

AN ORDINANCE ENACTING KENAI MUNICIPAL CODE SECTION 14.20.246 - TENT CAMPING ON PRIVATE PROPERTY, AMENDING KENAI MUNICIPAL CODE SECTION 14.20.320 - DEFINITIONS TO PROVIDE DEFINITIONS REGARDING TENTS AND CAMPGROUNDS, AMENDING KENAI MUNICIPAL CODE SECTION 13.10.060 - SANITARY FACILITIES FOR CAMPING ON PRIVATE PROPERTY, AND AMENDING KENAI MUNICIPAL CODE SECTION 14.22 - LAND USE TABLE.

WHEREAS, the City of Kenai currently does not have a comprehensive policy regulating temporary dwelling units or “tent camping”; and,

WHEREAS, Administration periodically receives complaints from residents regarding tent camping activities on a parcel in residential subdivisions, most commonly associated with dip netting activities; and,

WHEREAS, upon review of Kenai Municipal Code, staff research compiled few references regarding tent/temporary dwelling unit camping within the City; and,

WHEREAS, on October 1, 2025, the Kenai City Council directed the City of Kenai Planning and Zoning Commission to explore the issue of tent/temporary dwelling unit camping within the City; and,

WHEREAS, the Planning & Zoning Commission held public Work Sessions on November 12, 2025, and January 28, 2026 exploring the issue of tent /temporary dwelling unit camping within the City; and,

WHEREAS, it was recommended that Kenai Municipal Code be modified to include definitions and guidelines for tent camping on private property within the City; and,

WHEREAS, the restrictions on tent camping on private property below are intended to allow casual use of tent camping on private property but prohibit uses that disturb traditional use of residential property within the City.

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

Section 1. Enactment of Section 14.20.246 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.20.246 – *Tent Camping on Private Property* is hereby enacted as follows:

14.20.246 - Tent Camping on Private Property

(a) Tent camping on private property is allowed as follows:

(1) Tents are allowed within campgrounds as defined in KMC 14.20.320 - Definitions.

(2) Tents may be allowed in residential zones, if the primary structure on the parcel is a dwelling as defined in KMC 14.20.320 and conditions set forth in KMC 14.20.246(c) are met.

(b) Conditions of Use

- (1) Tent camping on private property may be allowed, by the property owner, immediate family of the property owner, or with written permission of the owner
- (2) The person camping, if not the owner, or immediate family of the owner, must be in possession of written permission from the owner of said property which will include the name of the person(s) allowed to camp on the owner's property and will specifically state the owner's permission for the person camping to use the sanitary facilities of the property owner and state the location of the facilities.
- (3) Sanitary facilities must be provided by the property owner who allows camping on their property and shall be adequate for the number of persons camping on the property and must be located within a reasonable proximity of the camping area.
- (4) Solid waste must be removed from the site. Removal may include rental of a dumpster, regularly schedule trash service, or removal to a transfer station or landfill.
- (5) The projected or actual use must not threaten the health and safety of adjoining landowners.
- (6) Tent camping must not to be a nuisance to surrounding properties. Tents must shield lighting from other properties, not cause excessive loud noises, and must maintain a clean and orderly appearance free from refuse.
- (7) Tents may only be located on private property for a maximum of three (3) consecutive days and five (5) days aggregated per any 30 consecutive day period.
- (8) No provision of this section may supersede provisions outlined in KMC Chapter 18.35 – City Parks.

(c) Prohibited Uses.

- (1) Tents are not authorized on undeveloped lots without a principle use dwelling, unless the lot is adjacent to and shares a common lot line with a parcel owned by the same owner and a principle use dwelling exists on the adjacent parcel.
- (2) Tents are not allowed on City property not designated as a campground.

(d) Exceptions to Prohibited Uses.

- (1) For purposes of promoting tourism or industry, the City Manager may from time to time temporarily designate portions of City property for tent camping in accordance with KMC Section 18.35.010.
- (2) Tents may be set up as living or sleeping quarters by permit in conjunction with an active building permit under the following conditions:
 - (A) During the period of April 1st until October 31st.
 - (B) On bona fide residential construction sites.
 - (C) One (1) tent per residential construction site.
 - (D) Permits are for a maximum of one hundred eighty (180) days.

Section 2. Amendment of Section 14.20.320 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.20.320 – *Definitions, paragraph b* is hereby amended as follows:

“Campground” refers to a parcel or tract of land under the control of a person in which sites are offered for the use of the public or members of an organization, either free of charge or for a fee, tent camping for three or more tents. Campground does not include recreational vehicle park.

“Tent” means any temporary structure erected without a building permit for overnight sleeping.

Section 3. Amendment of Section 13.10.060 of Kenai Municipal Code: That Kenai Municipal Code, Section 13.10.060 – *Sanitary Facilities for Camping on Private Property* is hereby amended as follows:

- [(A) CAMPING ON PRIVATE PROPERTY, WITHOUT THE WRITTEN PERMISSION OF THE OWNER IS PROHIBITED.]
- [(B) THE PERSON CAMPING SHALL BE IN POSSESSION OF WRITTEN PERMISSION FROM THE OWNER OF SAID PROPERTY WHICH SHALL INCLUDE THE NAME OF THE PERSON ALLOWED TO CAMP ON THE OWNER’S PROPERTY AND SHALL SPECIFICALLY STATE THE OWNER’S PERMISSION FOR THE CAMPER TO USE THE SANITARY FACILITIES OF THE PROPERTY OWNER AND STATE THE LOCATION OF THE FACILITIES.]
- [(C) SANITARY FACILITIES SHALL BE PROVIDED BY THE PROPERTY OWNER WHO ALLOWS CAMPING ON THEIR PROPERTY AND SHALL BE ADEQUATE FOR THE NUMBER OF PERSONS CAMPING ON THE PROPERTY AND SHALL BE LOCATED WITHIN A REASONABLE PROXIMITY OF THE CAMPING AREA.]
- [(D)] A violation of any provision of KMC [13.10.060] 14.20.245 or 14.20.246 shall be punishable by a fine as provided for violations in KMC 13.05.010. A recreational vehicle, motorhome, or camper with adequate self-contained sanitary facilities shall be considered to have adequate sanitary facilities for purposes of this ordinance.

Section 4. Amendment of Section of Kenai Municipal Code: That Kenai Municipal Code, Section 14.22 – *Land Use Table* is hereby amended as follows:

ZONING DISTRICTS																		
LAND USES	ALI	C	RR	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU	<u>WW</u>
MISCELLANEOUS																		
<u>Campgrounds</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>

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

Section 6. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MAY, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	May 20, 2026
Enacted:	June 3, 2026
Effective:	July 3, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kevin Buettner, Planning Director

DATE: May 11, 2026

SUBJECT: **Ordinance No. 3525-2026** - Enacting Kenai Municipal Code Section 14.20.246 - Tent Camping on Private Property, Amending Kenai Municipal Code Section 14.20.320 - Definitions to Provide Definitions Regarding Tents and Campgrounds, Amending Kenai Municipal Code Section 13.10.060 - Sanitary Facilities for Camping on Private Property, and Amending Kenai Municipal Code Section 14.22 - Land Use Table.

In summer 2025, the City received inquiries from residents regarding activities on a parcel located on Third Street. Reports indicated that tents, portable restrooms, and a dumpster had been placed on the property.

The City has periodically received other complaints from residents in the VIP neighborhood regarding camping on private property associated with dipnet activity.

On October 1, 2025, the Kenai City Council directed the Planning & Zoning Commission to explore the issue of tent camping within the City. The Planning & Zoning Commission then held public work sessions on November 12, 2025, and January 28, 2026 exploring the issue of tent camping within the City.

Throughout these discussions, it was recommended that Kenai Municipal Code be modified to include definitions and guidelines for tent camping on private property within the City. The proposed ordinance documents proposes changes brought forward by members of the public and members of the Planning & Zoning Commission.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3526-2026**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING PARCEL 04106318, WITH A PHYSICAL ADDRESS OF 6575 KENAI SPUR HIGHWAY, FROM A SPLIT ZONE OF RURAL RESIDENTIAL (RR) AND GENERAL COMMERCIAL (CG) TO THE ZONING DISTRICT OF GENERAL COMMERCIAL (CG).

WHEREAS, the City of Kenai received a rezone application from the majority of property owners of the area to be rezoned in accordance with KMC Section 14.20.270 *Amendment procedures*; and,

WHEREAS, the area proposed to be rezoned extends adjacent zoning boundaries; and,

WHEREAS, the property owners of the parcel have applied for and do not object to the proposed rezoning; and,

WHEREAS, amendments to the Official Zoning Map may be initiated by a majority of the property owners in the area to be rezoned, in accordance with Kenai Municipal Code (KMC) 14.20.270(b)(1)(A) *Amendment Procedures*; and,

WHEREAS, the area to be rezoned contains a minimum one (1) acre (excluding street or alley rights-of-way); and,

WHEREAS, the proposed rezone to the proposed zoning district would eliminate a split zoned parcel within the City; and,

WHEREAS, the proposed amendment to the zoning ordinance is not substantially the same as any other unapproved proposed amendment submitted within the previous nine (9) months; and,

WHEREAS, the Planning and Zoning Commission conducted a duly advertised public hearing, following requirements outlined in KMC 14.20.280 for public hearings and notifications; and,

WHEREAS, the rezone is consistent with the Imagine Kenai 2030 Comprehensive Plan and aligns with the Land Use Plan and addresses Goal 3 – *Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development*; and,

WHEREAS, at their regularly scheduled meeting held on April 29, 2026, the City of Kenai Planning and Zoning Commission voted to recommend the subject properties be rezoned as proposed below.

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

Section 1. Amendment of City of Kenai Official Zoning Map: That City of Kenai, Official Zoning Map is hereby amended as follows:

<u>Parcel #</u>	<u>Physical Address</u>	<u>Lot Size (acres)</u>	<u>Legal Description</u>	<u>Zoning</u>
04106318	6575 Kenai Spur Highway	4.55	Lot 2-A, Block F, Beaver Creek Alaska Sub Amended 2025 Replat	[CG/RR] <u>CG</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 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF JUNE, 2026.

Henry Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced: May 20, 2026
 Enacted: June 3, 2026
 Effective: July 3, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kevin Buettner, Planning Director

DATE: May 11, 2026

SUBJECT: **Ordinance No. 3526-2026-** Amending the Official Zoning Map by Rezoning Parcel 04106318, with a Physical Address of 6575 Kenai Spur Highway, from a Split Zone of Rural Residential (RR) and General Commercial (CG) to the Zoning District of General Commercial (CG).

In 2025, the property owner submitted for a replat combining Lots 2, 3, 14, & 15 of Beaver Creek Alaska Subdivision Amended, which has created a split zone on the now singular parcel. The replat was recommended for approval through Resolution PZ2025-21 on June 25, 2025, with the condition that if the Borough approved the replat, the zoning would need to be addressed. The southern half of the lot is zoned as Rural Residential (RR) while the northern half is zoned General Commercial (CG).

The purpose of the rezone is to assign one zoning district to the newly replatted parcel. This rezone will reduce ambiguity and confusion, ensuring clarity to its purpose and allowable development. As there are no provisions to determine which zone takes precedence, it is determined this rezone would eliminate any confusion in the event of conflicting guidance. There will be no non-conforming uses created by the completion of this rezone, it will simply enlarge the adjacent zoning district.

The Comprehensive Plan supports this rezoning in the following identified goal:

Goal 3 – Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development.

- *LU-3: Review existing zoning and subdivision codes to determine if they address current and future land uses adequately.*

The current property use is a 32-space recreational vehicle park, allowable with a Conditional Use Permit (CUP) pursuant to the Land Use Table in KMC 14.22.010.

Thank you for your consideration.

Attachments

Location Map
Proposed Zoning Map







Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3527-2026**

AN ORDINANCE DETERMINING THAT AN APPROXIMATELY 7,682 SQUARE FOOT PORTION OF CITY-OWNED PROPERTY DESCRIBED AS THAT PORTION OF GOVT LOT 10 LYING SOUTHWEST OF BRIDGE ACCESS RD & LYING NORTH & NORTHWEST & NORTHEAST OF USS 4563 AMENDED, IS NOT NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING THE SALE AND EXCHANGE OF THE PROPERTY TO RABUF, LLC.

WHEREAS, the City's Land Management Plan identifies City-owned property described as That Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd & Lying North & Northwest & Northeast of USS 4563 Amended (Kenai Peninsula Borough Parcel 04901131) as suitable for potential disposal, noting it is currently under a long-term lease; and,

WHEREAS, RABUF, LLC is the current lessee of the subject property and two City-owned parcels to the south; and,

WHEREAS, RABUF, LLC also owns adjacent KPB Parcel No. 04901123; and,

WHEREAS, RABUF, LLC has approached the City regarding development of water and wastewater utility connections to support existing and planned development; and,

WHEREAS, development of utility infrastructure on the leased parcel is impractical due to the presence of tidal wetlands, a shallow water table, and the location of an anadromous stream; and,

WHEREAS, RABUF, LLC has requested a property exchange in which approximately 7,164 square feet of KPB Parcel No. 04901123 would be exchanged for approximately 7,682 square feet of the City-owned KPB Parcel 04901131 (Exhibit A) to facilitate utility access and improve property configuration in the area; and,

WHEREAS, Kenai Municipal Code 22.05.095(b)(3) allows for property exchanges when the City Council finds such exchange to be in the best interest of the City and may impose conditions on such exchange; and,

WHEREAS, RABUF, LLC has agreed to compensate the City for any difference in fair market value between the exchanged properties; and,

WHEREAS, Kenai Municipal Code 22.05.100(b)(1) authorizes the City to share in subdivision costs when the Council determines a reasonable benefit to the City exists; and,

WHEREAS, because the proposed subdivision will facilitate road and utility infrastructure, increase the long-term taxable value and usability of City-owned land, and allow for the completion of public right-of-way improvements, sharing in fifty percent of subdivision costs is reasonable and in the best interest of the City; and,

WHEREAS, the exchange and sale will benefit the City by completing a standard 60-foot right-of-way for Ervin Circle and allowing the completion of a cul-de-sac at the southern terminus of the right-of-way; and,

WHEREAS, Kenai Municipal Code 22.05.010(b) provides that City-owned land may be sold only when, in the judgement of the City Council, such lands are not or are no longer needed for a public purpose; and,

WHEREAS, the subject property is no longer needed for a public purpose, the proposed development supports commercial growth, infrastructure investment, and the completion of public right-of-way improvements, and the property exchange and sale are in the best interests of the City.

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

Section 1. Statement of Ownership: That the City of Kenai is the owner of That Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd and Lying North & Northwest & Northeast of USS 4563 Amended (the Property).

Section 2. Public Purpose and Best Interest Findings: That an approximately 7,682 square foot portion of Property depicted on Exhibit A is no longer needed for a public purpose and may be sold. Under the 2016 Comprehensive Plan, the Property is designated for non-aviation industrial uses. The exchange and sale of the Property are in the best interest of the City, as it supports commercial growth, infrastructure development, and completion of public right-of-way improvements.

Section 3. Authorization of Exchange and Sale: That the Kenai City Council authorizes the City Manager to negotiate and execute a property exchange and sale of an approximately 7,682 square foot portion of City-owned property described as That Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd and Lying North & Northwest & Northeast of USS 4563 Amended, under the procedures and terms established for the sale of City-owned lands outside of the Airport Reserve, as set forth in KMC 22.05.100 et seq. at not less than \$2.15 per square foot; the fair market value of the land, excluding lessee-constructed improvements, as determined by the appraisal of parcel 04901131, completed in September 2025.

Section 4. Subdivision Cost Sharing: Pursuant to KMC 22.05.025, the Council authorizes the City to share in fifty percent of eligible subdivision costs as approved by the City Manager.

Section 5. Title: That title shall be conveyed by quitclaim deed. Any instrument conveying title to the Property shall include the following restrictions, promises, and/or covenants:

- a) That the City of Kenai reserves unto that the grantee expressly agree for itself and its heirs, executors, administrators, successors, transferees, and assigns, for the use and benefit of the public right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on or at and for taking off from or operating on Kenai Municipal Airport; and,
- b) that the grantee expressly agrees for itself and its heirs, executors, administrators, successors, transferees, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Property to a height of not more than 242 feet above mean sea level; and,
- c) that the grantee expressly agrees for itself and its heirs, executors, administrators, successors, transferees, and assigns to prevent any use of the Property which would interfere with landing or taking off of aircraft at the Kenai Municipal Airport, or otherwise constitute an airport hazard; and,

- d) that all covenants heretofore stated shall run with the land and shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, transferees, and assigns of the parties to the contract for sale and conveyance; and,
- e) that the City reserves all subsurface and mineral rights, if any.

Section 6. Proceeds of Sale: That should a sale of the Property be finalized, all revenues from the sale shall be deposited in the General Government Land Sales Permanent Fund.

Section 7. 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 8. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF JUNE, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	May 20, 2026
Enacted:	June 3, 2026
Effective:	July 3, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kevin Buettner, Planning Director

DATE: May 12, 2026

SUBJECT: **Ordinance 3527-2026** – Determining That a Portion of the Real Property Described as That Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd & Lying North & Northwest & Northeast of USS 4563 Amended, City-Owned Land is Not Needed for a Public Purpose and Authorizing the Sale of the Property to RABUF, LLC.

In 2025, RABUF, LLC, approached the City inquiring about the possibility of establishing utility connections. Initial discussions with the Planning & Zoning and Public Works Departments centered on the connection of the processing plant on Kenai Peninsula Borough (KPB) Parcel 04901131 to the utility mains along Bridge Access Road. These connections could be made through the existing lease lot or through the adjacent parcel, 04901123, which led to the public right-of-way at Ervin Circle, a platted right-of-way.

Connection to utilities utilizing the leased parcel was determined to be infeasible due to the presence of tidal wetlands, a shallow water table, and an anadromous stream. Further discussions with the City resulted in a determination that running a service line within the public right-of-way is not allowed by Kenai Municipal Code (KMC). KMC 17.05.010(b) and KMC 17.15.010(b) state that water and sewer connections must be made to a main abutting the property lot line. It was also noted at this time that the right-of-way for Ervin Circle was not complete, as a portion of the cul-de-sac at the southern terminus was incomplete and would require a portion of land from RABUF, LLC's owned parcel, 04901123.

The City and RABUF, LLC continued discussions, and it was determined that a property exchange may be in the best interest of both parties, as it would allow for the completion of a right-of-way in the Working Waterfront zoning district, which could spur future commercial development, and the property exchange would also allow RABUF, LLC to access the utility mains along Bridge Access Road, through a platted right-of-way.

Preliminary calculations have determined that RABUF, LLC would exchange approximately 7,164 square feet of their owned parcel to complete the cul-de-sac on Ervin Circle for approximately 7,682 square feet of the City-owned parcel, 01901131, to establish a 30 foot frontage along Bridge Access Road to access utility mains.

This exchange would also require the vacation of a portion of Ervin Circle's right-of-way at the northern junction with Bridge Access Road, which is 155 feet. The standard right-of-way in the City is typically 60 feet, with exceptions for major roads and section lines. This process is done concurrently with the platting process and would require separate action from Council at a later date, once the KPB Planning Commission makes its determination on the preliminary plat. This vacated area totals approximately 8,665 square feet.

If approved, the total area of all land exchanged from the City to RABUF, LLC would be 16,346 square feet. The total area of land exchanged from RABUF, LLC to the City would be 7,614 square feet. This results in a difference of 8,732 square feet with RABUF, LLC receiving more than the City.

The City's consultant, CBRE, completed an appraisal in September 2025, establishing a fair market value of \$2.15 per square foot for KPB Parcel 04901131, which was used to determine the lease rate. This appraisal also complies with Kenai Municipal Code 22.05.100 – Sale Procedures, which required an independent appraisal to determine the minimum sale price. RABUF, LLC has agreed to pay the City the fair market value of the approximate 8,732 square foot difference between the exchanged properties, calculated as approximately \$18,773.80.

The approximate cost of the subdivision is \$9,000. Funding for the subdivision is available within the FY 2026 budget. If approved, the cost share for the City would be approximately \$4,500. If the City's cost share amount is credited towards the RABUF, LLC purchase price, the City would net a total of \$14,273.80.

Also, if approved, RABUF, LLC has sought permission to proceed with land clearing and site prep work prior to the subdivision. The Administration has no objection to this request, provided a right-of-way permit is obtained from the Public Works Department for any work done within the existing Ervin Circle right-of-way. Furthermore, the Administration's non-objection is predicated on RABUF, LLC assuming all risk for any work completed. The City has also requested notification of any tree clearing work to be done on KPB Parcel 04901131, which is currently leased by RABUF, LLC.

Thank you for your consideration.







WALKER LN

ERVINIST

04901131

ERVINIST

04901123

BRIDGE ACCESS RD

CHILDS AVE

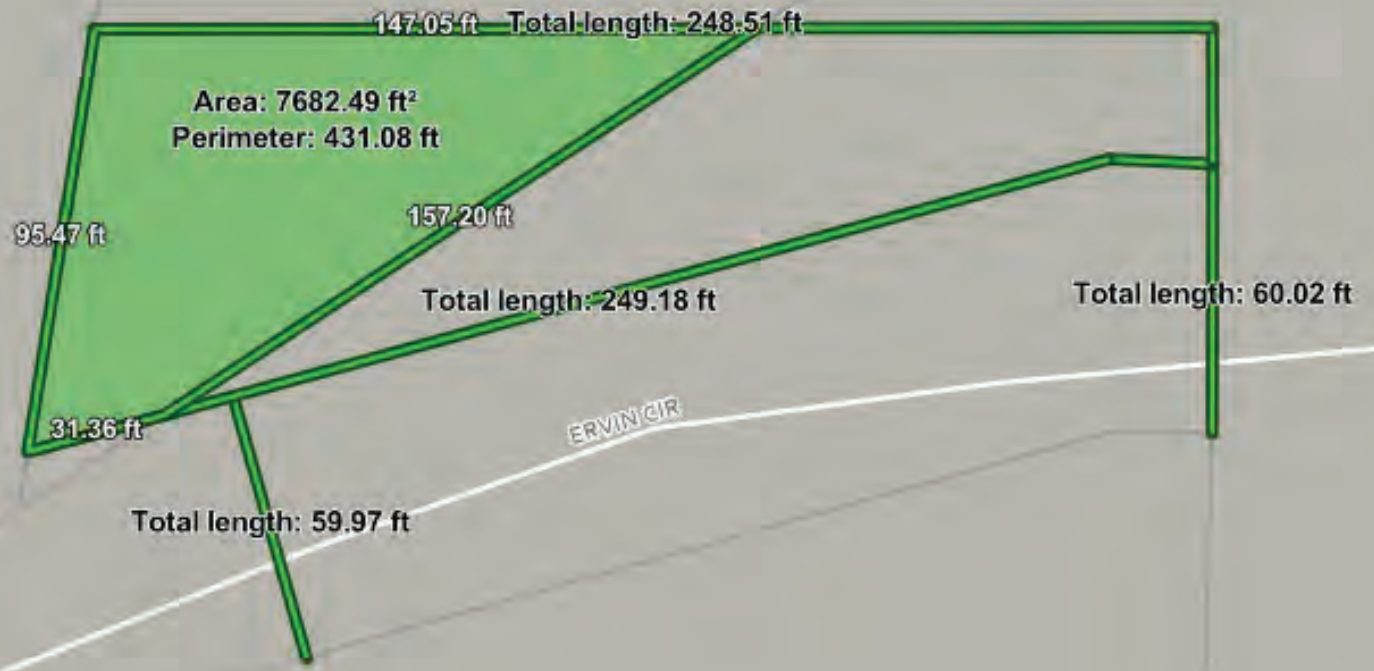
04901130

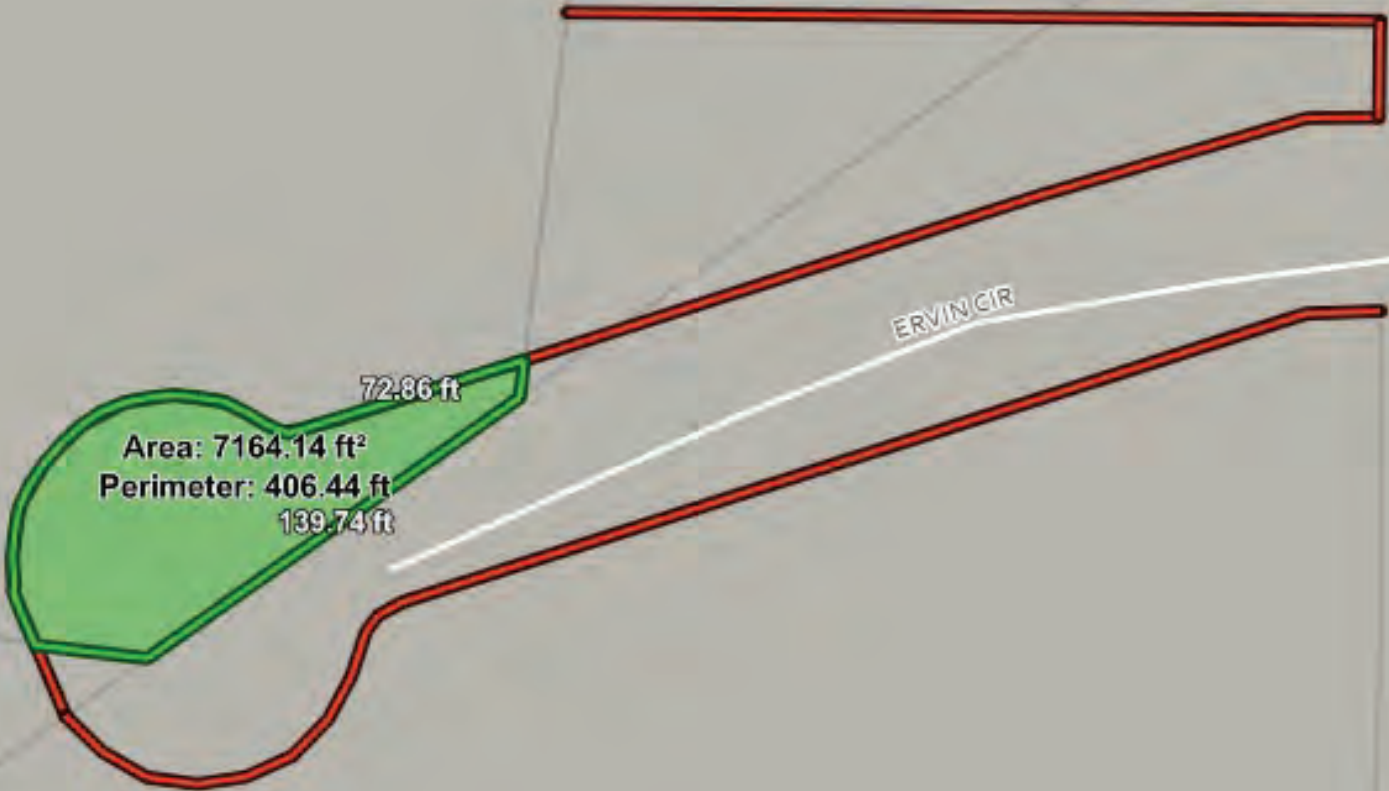
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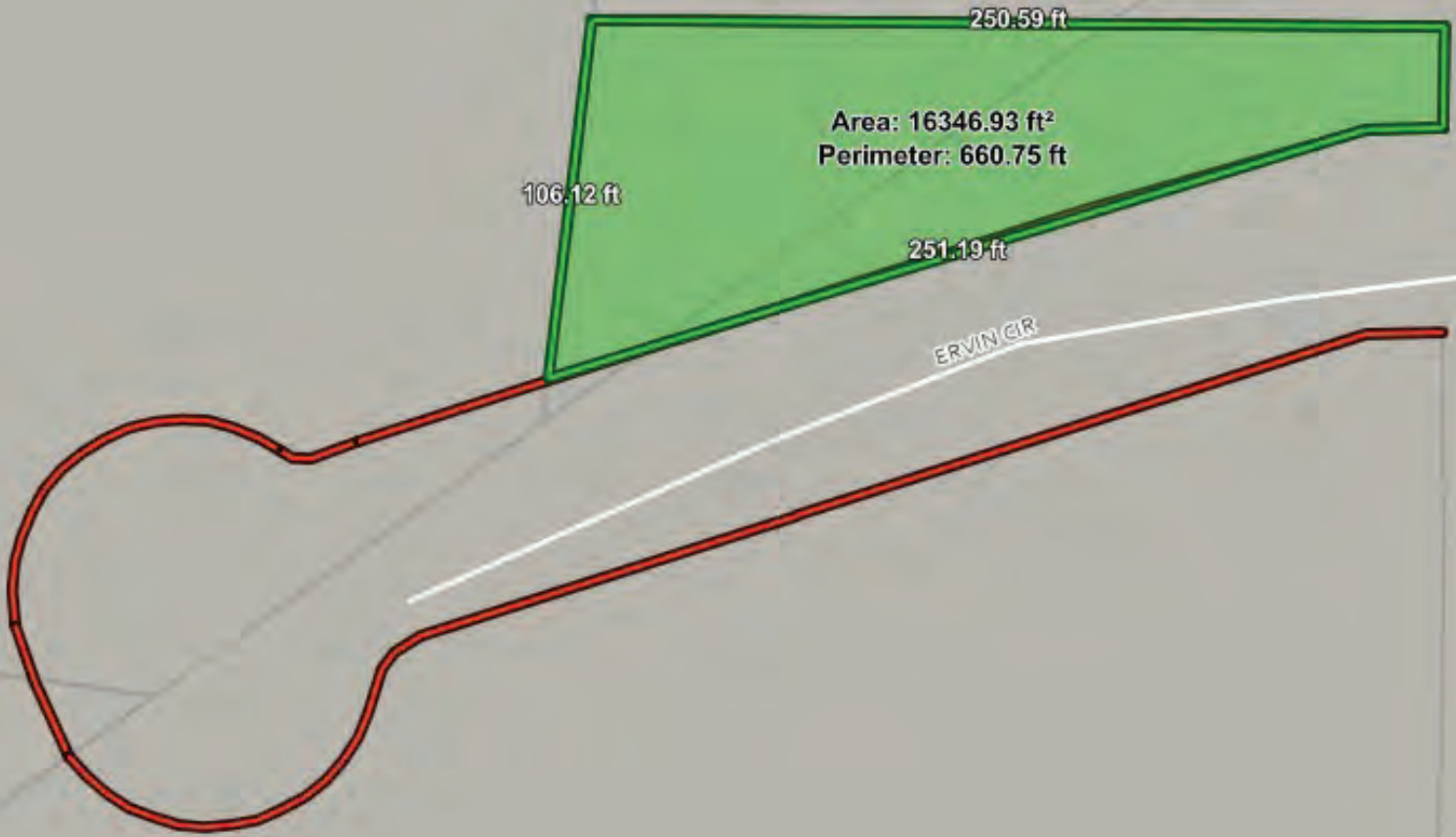
VANANTW

River

Koa'ol River









**KENAI PARKS AND RECREATION COMMISSION – REGULAR MEETING
MAY 7, 2026 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR T. GRANT WISNIEWSKI, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Parks and Recreation Commission was held on May 7, 2026, in the Kenai City Council Chambers, Kenai, AK. Vice Chair Fisher called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Vice Chair Fisher led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sharon Fisher, Vice Chair	Autumn Carlson
Michael Bernard	Maeve Spiegler

A quorum was present.

Absent:

Grant Wisniewski, Chair	Marti Pepper
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Also in attendance were:

Tyler Best, Parks and Recreation Director
Jenna Brown, Assistant Parks and Recreation Director
Sovala Kisenia, City Council Liaison

3. Agenda Approval

MOTION:

Commissioner Carlson **MOVED** to approve the agenda as presented. Commissioner Spiegler **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. April 2, 2026 Regular Meeting Minutes

MOTION:

Commissioner Carlson **MOVED** to approve the April 2, 2026 Parks and Recreation Commission minutes. Commissioner Spiegler **SECONDED** the motion.

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

E. UNFINISHED BUSINESS - None.

F. NEW BUSINESS

1. **Recommendation** - Approval of the Parks and Recreation Master Plan

MOTION:

Commissioner Carlson **MOVED** to recommend City Council approval of the Parks and Recreation Master Plan. Commissioner Spiegler **SECONDED** the motion.

Director Best gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

2. **Discussion/Recommendation** - Removal of the August Parks and Recreation Meeting

MOTION:

Commissioner Spiegler **MOVED** to recommend City Council approval of Removal of the August Parks and Recreation Meeting. Commissioner Carlson **SECONDED** the motion.

Director Best gave a staff report from information provided in the packet.

There was discussion about the possibility of also removing the in June meeting.

UNANIMOUS CONSENT was requested on the motion.

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

3. **Discussion** - Suggestion of Tour Dates and Location

Director Best gave a staff report from information provided in the packet.

There was discussion in support of a tour in early June; locations recommended included the Rec Center, Disc Golf Course, and Soccer Field Pavilion.

G. REPORTS

1. Parks and Recreation Director - Director Best reported on the following:

- Little League Fields are in use.
- Interviews for Personal Use Fishery underway.
- Plant Day will be scheduled after Labor Day.
- Kite Festival scheduled for June 6th.
- Trash pick up day was a success, the dumpster was filled, and there were 27 volunteers.

2. Commission Chair - No report.

3. City Council Liaison - Council Member Kisena reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS - None.**I. NEXT MEETING ATTENDANCE NOTIFICATION - June 4, 2026****J. COMMISSION QUESTIONS AND COMMENTS**

Clarification was provided regarding the tour on June 6, 2026 at 5 p.m..

K. ADJOURNMENT**L. INFORMATIONAL ITEMS - None.**

There being no further business before the Parks and Recreation Commission, the meeting was adjourned at 6:44 p.m.

I certify the above represents accurate minutes of the Parks and Recreation Commission meeting of May 7, 2026.

Logan Parks, Deputy City Clerk

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

DRAFT

KENAI PLANNING & ZONING COMMISSION – REGULAR MEETING
APRIL 29, 2026 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR KEATON, PRESIDING

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on April 29, 2026, in City Hall Council Chambers, Kenai, AK. Chair Keaton called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Keaton led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Jeanne Keaton, Chair
Sonja Earsley
Stacie Krause

Alex Douthit, Vice Chair
Gwen Woodard
Marty Askin

A quorum was present.

Absent:

Diane Fikes

Also in attendance were:

Kevin Buettner, Planning Director
Phil Daniel, City Council Liaison
Logan Parks, Deputy City Clerk
Terry Eubank, City Manager

3. Agenda and Consent Agenda Approval

Chair Keaton noted the following additions to the Packet:

Add to item F.3.

Public Comment

- Public Comments

MOTION:

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

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

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

UNANIMOUS CONSENT was requested.

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner 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 March 25, 2026.

Approved by consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.**D. UNSCHEDULED PUBLIC COMMENTS - None.****E. CONSIDERATION OF PLATS - None.****F. PUBLIC HEARINGS**

1. **Resolution PZ2026-04** - Rezone of Parcel 04106318, with a Physical Address of 6575 Kenai Spur Highway, from a Split Zone of Rural Residential and General Commercial to the Single Zoning District of General Commercial.

MOTION:

Commissioner Earsley **MOVED** to approve Resolution PZ2026-04. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet and attached to Resolution PZ2026-04.

Chair Keaton opened the floor for public comment. There being no one wishing to be heard, the public comment period was closed.

Clarification was provided that a Conditional Use Permit (CUP) would still be required, as they are required for RV parks regardless of the zoning; this would eliminate the split zone which was created with the replat.

There was discussion regarding the distinction between the future Land Use Plan and the current zoning map reflecting potential long term commercial development along the Kenai Spur Highway corridor; and the surrounding land conditions limiting the likelihood of roadway development west of the property.

UNANIMOUS CONSENT was requested.

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

Chair Keaton noted the 15-day appeal period.

2. **Resolution PZ2026-06** - Conditional Use Permit to Allow a Retail Marijuana Establishment.

MOTION:

Commissioner Douthit **MOVED** to approve Resolution PZ2026-06. Commissioner Askin **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet and attached to Resolution PZ2026-06.

Clarification was provided that there were no municipal code requirements related to the number of facilities per capita allowed in the City; if a school or church were to develop within 1,000 feet of the facility, the facility would be a pre-existing facility; however, non-conforming so no changes could be made to the Conditional Use Permit (CUP); all CUP holders were required to submit an annual report; there would be regular inspections by the Building Official during the remodel; and there was no criteria in code related to a marijuana establishments proximity to a race track.

Chair Keaton opened the floor for public comment.

David Parker, applicant responded to questions from the Commission clarifying that the intent was not to expand the marijuana business in the future; this was for a small retail store; he has an existing four retail stores and a manufacturing facility already established; and the original plans included on site consumption; however, since on site consumption is not allowed in the City this would only be for a retail store.

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

There was discussion related to concerns from neighbors regarding a potential future grow operation; clarification was provided from the applicant that there was not intent to add a grow operation; and he noted concerns regarding land use restrictions related to the 1,000-foot buffer restricting the type of business which could be opened in the future.

VOTE:

YEA: Earsley, Woodard, Askin, Keaton, Douthit

NAY: Krause

ABSENT: Fikes

MOTION PASSED.

Chair Keaton noted the 15-day appeal period.

3. Resolution PZ2026-08 - Rezone from Conservation to Suburban Residential Zoning District as Depicted on the Attached Boundary Map.

MOTION:

Commissioner Earsley **MOVED** to approve Resolution PZ2026-08. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet and attached to Resolution PZ2026-06.

Chair Keaton opened the floor for public comment.

Lisa Coates, an adjacent property owner, stated she is not opposed to development but opposed to suburban residential zoning; she recommended Rural Residential 1 due to wetlands and wildlife habitat; she expressed concerns about higher-density development, inadequate road infrastructure, and smoke impacts from a nearby fire training facility; and urged zoning that reflects the area's rural character.

City Manager Terry Eubank recommended adoption, citing housing availability and affordability challenges and stating the rezoning would reduce development barriers and provide certainty of use; he noted the site is suitable for low- to medium-density housing due to available utilities and proximity to services; he added that suburban residential zoning allows smaller lots and higher density than Rural Residential 1, making development more economical; and requested Commission support.

Clarification was provided that there were no complete development applications received at this time; an explanation was provided regarding the process for when an application was received; and development types permitted by zoning districts was explained.

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

MOTION:

Vice Chair Douthit **MOVED** to amend Resolution PZ2026-08 from a recommendation of Suburban Residential to Rural Residential. Commissioner Earsley **SECONDED** the motion.

Clarification was provided regarding the development allowed in Suburban Residential Zone verses a Rural Residential Zone.

City Manager Eubank spoke in opposition to the proposed amendment.

Commissioner Krause and Askin spoke in support of the proposed amendment.

MOTION:

Vice Chair Douthit **MOVED** to enter into adjudicative session. Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to enter into adjudicative session.

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

MOTION:

Vice Chair Douthit **MOVED** reconvene into regular session. Chair Keaton **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to reconvene into regular session.

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

[Clerk’s Note: The Commission entered into Adjudicative Session at 8:08 p.m. with the motion to amend on the floor; and reconvened into regular session at 8:51 p.m.]

The following findings in support of the amendment were read into the record:

- Rural Residential allows for four dwelling units by right, allowing for medium density.
- Commission disagrees with staff findings on traffic impacts.
- Commission finds that any development will impact the economic and non-economic value of neighboring properties.
- Development in Rural Residential will be more congruent with the existing neighborhood.

VOTE ON MOTION TO AMEND:

YEA: Askin, Douthit, Earsley, Krause, Woodard

NAY: Keaton

ABSENT: Fikes

MOTION TO AMEND PASSED.

VOTE ON MAIN MOTION AS AMENDED:

YEA: Askin, Douthit, Earsley, Woodard

NAY: Keaton, Krause

ABSENT: Fikes

MAIN MOTION AS AMENDED PASSED.

G. UNFINISHED BUSINESS - None.

H. NEW BUSINESS

1. **Action/Approval** - Transfer of Conditional Use Permit PZ2017-40, for the use of Marijuana Product Manufacturing.

MOTION:

Commissioner Douthit **MOVED** to transfer the Conditional Use Permit. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet and attached to the application for transfer of Conditional Use Permit.

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

Clarification was provided that applicants were not required to be present for the transfer of a Conditional Use Permit; this was for a production facility not a cultivation facility;

UNANIMOUS CONSENT was requested on the motion.
VOTE: There being no objection; **SO ORDERED.**

I. REPORTS

1. Planning Director

Planning Director Buettner reported on the following:

- The Parks and Recreation Master Plan was included in the packet for awareness, outlining long-term planning efforts for Parks and Recreation improvements.
- Attendance at the Alaska Infrastructure Symposium focused on exploring funding opportunities and strategies to advance City goals.

2. Commission Chair - No report.

3. Kenai Peninsula Borough Planning - No report.

4. City Council Liaison

Council Member Daniel reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENTS - None.

K. NEXT MEETING ATTENDANCE NOTIFICATION

- 1. Next Meeting: May 13, 2026

L. COMMISSION COMMENTS AND QUESTIONS

There was discussion regarding establishing a limit to marijuana facilities in City limits.

M. PENDING ITEMS - None.

N. ADJOURNMENT

O. INFORMATIONAL ITEMS

- 1. Draft City of Kenai Parks and Recreation Master Plan

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 9:06 p.m.

I certify the above represents accurate minutes of the Kenai Planning & Zoning Commission meeting of April 24, 2026.

Logan Parks, Deputy City Clerk

**KENAI PLANNING & ZONING COMMISSION – REGULAR MEETING
MAY 13, 2026 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR KEATON, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on May 13, 2026, in City Hall Council Chambers, Kenai, AK. Chair Keaton called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Keaton led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sonja Earsley (<i>remote participation</i>)	Gwen Woodard
Alex Douthit, Vice Chair	Jeanne Keaton, Chair
Stacie Krause	Diane Fikes
Marty Askin (<i>remote participation</i>)	

A quorum was present.

Also in attendance were:

Kevin Buettner, Planning Director
Victoria Askin, City Council Liaison
Logan Parks, Deputy City Clerk

3. Agenda and Consent Agenda Approval

Chair Keaton noted the following additions to the Packet:

- | | |
|------------------|----------------------------|
| Add to item F.1. | Public Comment |
| | • Property Owner Jon Coats |
| Add to item F.1. | Public Comment |
| | • Cynthia Shankel |

MOTION:

Vice Chair Douthit **MOVED** to approve the agenda with the requested revisions. Commissioner Woodard **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested.

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner 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 - None.

- C. **SCHEDULED PUBLIC COMMENTS** - None.
- D. **UNSCHEDULED PUBLIC COMMENTS** - None.
- E. **CONSIDERATION OF PLATS** - None.
- F. **PUBLIC HEARINGS**

- 1. Granting the Application for a Variance Permit to Build Into the 20' Setback Along the North Side of Parcel 04515303.

MOTION:

Vice Chair Douthit **MOVED** to approve granting the Variance Permit. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet.

Chair Keaton opened the floor for public comment.

Jonathan Coates, the property owner, supported the variance request to build within the setback area and acknowledged concerns regarding children playing near the roadway and potential sight obstructions; noting existing trees already obstruct visibility within the setback and stating the trees would be removed during construction, with landscaping brought into compliance with City requirements, improving visibility conditions.

Nathan Valentine, a Baker Street property owner, expressed concerns regarding increased traffic and the concentration of multi-family dwellings in the area, noting children frequently play nearby and expressing a preference for additional single-family housing.

Katie Uei, the realtor involved in the property sale, spoke in support of the variance request, stating the property was zoned for multi-family development to address housing needs; noting existing trees already obstruct views closer to the roadway than the proposed buildings, and stating the project complies with City requirements and safety standards while supporting additional housing opportunities in the community.

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

There was Commission discussion in support of the variance, noting the proposal would improve traffic flow and visibility by removing existing trees and limiting driveway access, while supporting needed multi-family housing development consistent with existing zoning and surrounding land uses.

VOTE:

YEA: Keaton, Krause, Fikes, Woodard, Douthit

NAY: None

ABSENT: None

ABSTAINED: Askin, Earsley

MOTION PASSED.

Chair Keaton noted the 15-day appeal period.

- G. **UNFINISHED BUSINESS** - None.

- H. **NEW BUSINESS**

- 1. **Action/Approval** - Subdivision Regulations

MOTION:

Commissioner Woodard **MOVED** to recommend Council approval of the Subdivision Regulations amendments within Ordinance No. 3520-2026. Vice Chair Douthit **SECONDED** the motion.

Planning Director Buettner read the staff report as included in the packet.

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

There was Commission discussion in support of the regulations, noting the proposed road standards manual would improve efficiency, provide greater flexibility for updates, and better align City standards with current development practices and Borough standards.

Staff provided clarification regarding fragment lots, covenants and restrictions, and the treatment of nonconforming properties under future code changes.

VOTE:

YEA: Askin, Earsley, Krause, Fikes, Woodard, Douthit, Keaton

NAY: None

MOTION APPROVED.

I. REPORTS

1. Planning Director

Planning Director Buettner reported on the following:

- The distinction between adjudicative sessions, which are appropriate for matters such as variances and Conditional Use Permits, and discussions where the Commission is acting in an advisory capacity to Council.
- Explained the item will return at the next meeting for an additional Public Hearing to ensure the discussion occurs in an open public setting.

2. Commission Chair - No report.

3. Kenai Peninsula Borough Planning

Commissioner Fikes reported on recent actions of the Kenia Peninsula Borough Planning Commission.

4. City Council Liaison

Vice Mayor Askin reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENTS - None.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: May 27, 2026

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Fikes clarified a street name from her Kenai Peninsula Borough Planning Commission report.

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 7:43 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of May 13, 2026.

Logan Parks, Deputy City Clerk

DRAFT

**KENAI BEAUTIFICATION COMMISSION – REGULAR MEETING
MAY 12, 2026 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR SARAH DOUTHIT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Beautification Commission was held on May 12, 2026, in the Kenai City Council Chambers, Kenai, AK. Chair Douthit called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Chair Douthit led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sarah Douthit, Chair
Autumn Carlson

Sonja Earsley, Vice Chair (*remote participation*)
Brittney Hoffert (*remote participation*)

A quorum was present.

Also in attendance were:

Tyler Best, Parks and Recreation Director
Glenese Pettey, City Council Liaison

3. Agenda Approval

MOTION:

Commissioner Carlson **MOVED** to approve the agenda as presented. Commissioner Earsley **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

- 1. April 14, 2026 Regular Meeting Minutes

MOTION:

Commissioner Carlson **MOVED** to approve the April 14, 2026 Beautification Commission minutes. Commissioner Earsley **SECONDED** the motion.

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

E. UNFINISHED BUSINESS - None.

F. NEW BUSINESS

- 1. **Discussion** - Garden Tour in August

A Work Session tour was scheduled for August 11, 2026 at 5:30 p.m. at Leif Hansen Memorial Park and the Kenai Visitor Center.

G. REPORTS

1. Parks and Recreation Director - Director Best reported on the following:
 - Upcoming events.
 - Master Plan Work Session.
2. Commission Chair - Chair Douthit reported on advertising vacant Commissioner seats on social media.
3. City Council Liaison - Council Member Pettey reported on recent actions of the City Council.

H. **ADDITIONAL PUBLIC COMMENTS** - None.

I. **NEXT MEETING ATTENDANCE NOTIFICATION** - September 8, 2026

J. **COMMISSION QUESTIONS AND COMMENTS** - None.

K. **ADJOURNMENT**

L. **INFORMATIONAL ITEMS**

1. Kenai Planting Days

There being no further business before the Beautification Commission, the meeting was adjourned at 6:20 p.m.

I certify the above represents accurate minutes of the Beautification Commission meeting of May 12, 2026.

Logan Parks, Deputy City Clerk



MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Mary Bondurant, Interim Airport Manager
DATE: May 8, 2026
SUBJECT: **Airport Mid-month Report April 2026**

FY2025 Airport Capital Improvement Projects

- Runway Rehabilitation Project
Construction has started on this project. Runway closure is May 15, 2026. Meetings are scheduled every Thursday with the Airport, engineers, and contractor until the end of the project.
- Apron Crack sealing, Marking, and Sealcoat Project
Construction scheduled to start May 25 through June 12, 2026. Work is scheduled at night. Meetings are scheduled every Thursday with the Airport, engineers, and contractor until project end.
- Acquire SRE (Loader & Plow Truck with Sander)
CAT 980 loader was delivered last fall with all the attachments and the plow truck and sander now has a delivery date of May 2026.
- Airport Master Plan – Phase 1
Phase 1 is almost complete. Working on comments from the Public Meeting to draft 1 alternative for review this fall.

In-house Activities

- Safety Risk Management meeting for the Runway Rehabilitation Project was held on April 15, 2026.
- A Runway Safety Action Plan meeting was held on April 21, 2026 in City Council chambers at 10:30 a.m. This meeting was being handled by Carey Adcock, Air Traffic Control Tower Manager and was well attended.

- FAA Part 139 inspection was performed on April 21, 22, & 23, 2026. The Certification Inspector reviewed the Airport Certification Manual, records, personnel, paved areas, safety areas, markings, signs, and lighting and all aspects of the Airport's Firefighting Operations.
- Aleutian Air informed the Airport that they would not be providing service into Kenai for the month of April and May 2026 due to a reduction in their fuel allotment.
- Remote Tower Project at the Kenai Airport – Airport was notified that the FAA had selected Kenai Airport as a test site for this project. The FAA is looking for a technological solution to provide Air Traffic Control services via a network of cameras, sensors, displays, and other supporting equipment. A site visit is scheduled for May 5th and 6th, 2026. The FAA intends to have the 1st FAA-Owned Remote Tower in Alaska.
- Fox Aircraft, LLC is requesting to provide service from Kenai to Anchorage in June 2026. A resolution and packet will be prepared for the May 6, 2026 City Council meeting for approval.





KENAI

City of Kenai - Animal Control | 510 N. Willow St, Kenai, AK 99611 | 907.283.7353 | www.kenai.city

MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Ian Braman, Animal Control Chief
DATE: May 11, 2026
SUBJECT: March 2026 Monthly Report

This month the Kenai Animal Shelter took in 28 animals.

DOGS:				
INTAKE	11	DISPOSITION	14	
Waiver	3	Adopted	6	
Stray	7	Euthanized	3	
Impound	0	Claimed	5	
Protective Custody	0	Field Release	0	
Quarantine	1	Transferred	0	
CATS:				
INTAKE	17	DISPOSITION	17	
Waiver	11	Adopted	15	
Stray	2	Euthanized	1	
Impound	0	Claimed	0	
Protective Custody	0	Field Release	0	
Quarantine	0	Transferred	1	
Transferred in	4			

OTHER ANIMALS:				
	INTAKE	0	DISPOSITION	0
	Rabbit	0	Rabbit	0
DOA:			OTHER STATISTICS:	
	Dog	0	Licenses (City of Kenai Dog Licenses)	26
	Cat	0	Rabies Clinic	0
	Rabbit	0		
	Bird	0		

3 Animals dropped with After Hours (days we are closed but cleaning and with KPD)

- 24** Field Investigations & patrols
- 1** Pet Food Bank Request
- 0** Volunteer Hours Logged
- 0** Citations
- 0** Educational Outreach
- 21** Microchips

Total Animal Contacts:

- 6** Animals are *known* borough animals
- 21** Animals are *known* City of Kenai
- 4** Animals are *known* City of Soldotna
- 0** Animals are *unknown* location

Statistical Data:

- 148** 2024 YTD Intakes
- 110** 2025 YTD Intakes
- 96** 2026 YTD Intakes





MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: May 5, 2026

SUBJECT: **Finance Department Mid-Month Report – April 2026**

The FY27 Budget continues to be the major focus for the department. The Council received the first draft of the FY2027 budget on April 20th and the budget work session held on May 2nd. The department will update the changes for the FY2027 budget introduction on the May 20th council meeting, with the adoption of the FY2027 budget scheduled for the June 3rd council meeting. City code requires adoption by June 10th. The Resolution establishing the 2026 mill rate is also scheduled for adoption on June 3rd to coincide with the adoption of the FY2027 Budget Ordinance.

Also being prepared for the June 3rd meeting is a resolution to amend the City's Schedule of Rates, Charges and Fees. The amendment will include those increases included in the FY2027 Budget.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Jay Teague, Fire Chief
DATE: May 10, 2026
SUBJECT: Fire Department Mid-Month Report – April.

April	2025	2026	% change
Month totals	98	133	35%
EMS	74	107	44%
All Other	24	26	8%
Year Total	498	493	-1%

Total training hours:

- Total recorded hours- (280)

Special Topics/external training

- Attended CINGSA Plant Annual Site Safety Training
- FF Alberts successfully completed ARFF Academy
- All three shifts conducted boat familiarization training.
- FAA Annual Training Inspection Completed
- C-Shift completed Annual LZ training with Guardian
- FAA Conducted 3 Minute Response Drill Evaluation
- Probationary Firefighters Johnston and Vigue attending ARFF course in May.

Projects/Grants/Misc:

- Received State Forestry Grant Award for Wildland Fire Equipment

Budget/Misc:

- New Firefighter, Seth Hagen started work mid-April.

- New Firefighter, Captain Rocho starts in May
- Fire Marshal completed 28 scheduled Facility Inspections for April.
- Dry Chem system testing conducted for Airport Apparatus (C5 & C6).





MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: May 7, 2026
SUBJECT: Human Resources Activity – April 2026

Recruitment

Human Resources continued working with Administration on recruitment efforts for the Airport Manager position and initiated an internal recruitment for Police Chief. The Parks and Recreation Department began recruiting for Temporary Personal Fishery Attendants and Cashiers, while continuing to recruit for Temporary Maintenance workers and two part-time Recreation Center Attendant positions. The Fire Department successfully filled one firefighter vacancy and began recruitment to fill a second opening. The Police Department filled one dispatcher position and continued recruitment efforts for an additional dispatcher, as well as an open Police Officer position. In the Public Works Street department recruitment began for an Equipment Operator following the promotion of Robert Flake to Lead Equipment Operator.

Safety




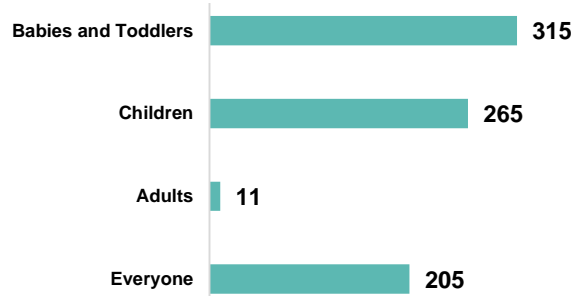

There were no accidents reported in April.

Special Projects

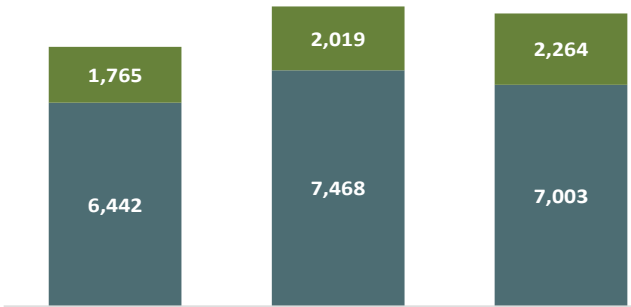
Human Resources attended the Kenai Peninsula Job Fair representing the City of Kenai to promote job opportunities highlighting our summer temporary positions. Representatives from the Parks and Recreation, Public Works and the Police Department also participated in the job fair and engaged with the community throughout the day.

MEMORANDUM

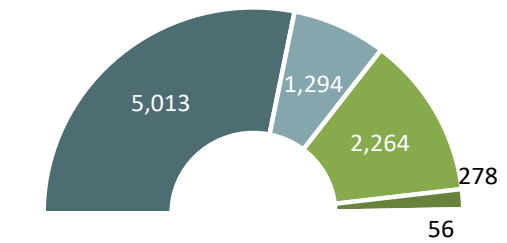
TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Katja Wolfe, Library Director
DATE: May 11, 2026
SUBJECT: Library Report for April 2026

SERVICES	PROGRAMS AND EVENTS								
 <p>5890 Visitors 66 New Members</p>	 <p>796 Attendees 52 Programs</p>								
 <p>525 Computer Sessions 5971 WiFi Sessions</p>	<p>Program Attendance</p>  <table border="1"> <tr><td>Babies and Toddlers</td><td>315</td></tr> <tr><td>Children</td><td>265</td></tr> <tr><td>Adults</td><td>11</td></tr> <tr><td>Everyone</td><td>205</td></tr> </table>	Babies and Toddlers	315	Children	265	Adults	11	Everyone	205
Babies and Toddlers	315								
Children	265								
Adults	11								
Everyone	205								
 <p>174 Room Reservations 356 Hours of Use</p>									

CIRCULATION



Year	Physical Checkouts April	Digital Checkouts April
2024	6,442	1,765
2025	7,468	2,019
2026	7,003	2,264



Format	Count
Print	5,013
DVD	1,294
Digital	2,264
Other	278
Audio	56

*Does not include in-house use.



KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Tyler Best, Parks and Recreation Director
DATE: May 12th, 2026
SUBJECT: **Mid-Month Report – April**

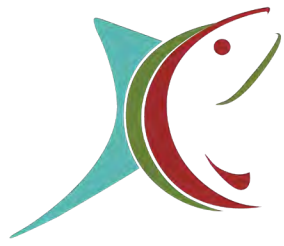
During April, the Parks Department began preparing fields for the spring sports season. Due to colder March temperatures, frozen ground and excess moisture delayed field drying, resulting in several games being rescheduled because of wet field conditions.

On April 25th, Parks and Recreation hosted a community clean-up day. The department provided yellow bags, trash grabbers, gloves, water, and refreshments for volunteers. A total of 25 volunteers participated, with additional residents cleaning their neighborhoods independently and picking up supplies throughout the following week. (See attached photos.) Continued volunteer support is needed for upcoming community events and beautification projects. The of Kenai will host a community planting day in May, followed by the Kenai Kite Festival in early June. (See attached flyers.)

The Kenai Recreation Center currently has two open Recreation Attendant positions, with interviews planned in May. The Recreation Center also experienced high attendance during poor weather conditions, demonstrating the importance of the facility as a year-round indoor community space.

Kenai Recreation Center Visits – Month of April

Weight Room/Cardio Room	1334
Racquetball /Wallyball Court	230
Shower/Sauna	284
Gymnasium	1509
Gym rental participants	46
Total Number of Sign-ins	3403
Door Counter Log	5512



Volunteers and Park Staff Picking up trash along the Kenai Spur Highway





KENAI



KENAI PLANTING DAYS VOLUNTEERS NEEDED!

Come team up with The City of Kenai Parks & Recreation to elevate the Kenai Flower Beds for the upcoming Summer

When? *Saturday, May 30th, 2026, 10:00 AM - 12:00 PM*

Where? *Volunteers meet at the Kenai City Hall Building, 210 Fidalgo Ave.*

BBQ party *Following planting, Lunch will be hosted at the Kenai Fire Station for all planting volunteers (11:30 AM to 12:30 PM)*

MORE INFO



*ALL Ages, No Experience Necessary -
Please Bring Gardening Gloves!
(Limited Availability)*

Follow us:  
@kenaiparksandrec



The City of Kenai | www.kenai.city



KENAI

**FEATURING ALASKITERS
PROFESSIONAL KITE DEMO
BUILD-A-KITE STATION
FROZEN TREATS, ACTIVITIES
MUSIC, BUBBLES, & MORE!
FREE EVENT (SUPPLIES LIMITED)
FOOD TRUCKS ON SITE!**

LET FUN TAKE FLIGHT!

**THE
KENAI
KITE
FESTIVAL**

**SATURDAY JUNE 6, 2026 • 11 AM - 3 PM
MILLENNIUM SQUARE PARK - KENAI**





MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kevin Buettner, Planning Director
FROM: Jessica See, Planning Technician
DATE: May 11, 2026
SUBJECT: **Planning and Zoning – April 2026 Monthly Report**

General Information

Spring is still springing with quite a bit of rain, however Planning and Zoning has pulled on their Xtratuffs and sloshed into the season. Conditional Use Permits are coming in hot for the summer season and Code Enforcement issues are increasing now that the snow is gone. Lands has continued excellent progress toward cleaning up the Zoning maps and supporting land lease applications.

Department Summary

Lands & Leases:

- Continued cleaning up Zoning map
- Shore fishery leases were prepped and sent to all current lease holders
- Continued reviewing and itemizing of leases
- Finalizing completion, and processing of, new City land lease applications
- Mapping of City Lands released by FAA for purposes other than aeronautical
- Discussed zoning regulations, plats, easements and leases with various departments, lessees, surveyors and members of the public

Planning & Zoning:

- Reviewed/updated Airport Master Plan
- Meetings to discuss residential and commercial development in Kenai
- Cleanup and digitalization of Shore Fishery Lease files
- Conducted quarterly code enforcement update with administration, 3 properties moved to fines as of the end of the month.
- Planning Director attended the Alaska Infrastructure Funding Symposium
- Prepared documentation for CDBG grant agreement

Planning and Zoning Commission

One (1) public meeting was held in the month of April with the following actions/recommendations:

- 2 rezones, one was approved and one is being amended
- 1 new conditional use permit for a retail marijuana store
- 1 CUP transfer of a marijuana product manufacturing facility
- 1 action approval for a Consent to Assignment of an Airport Land Lease





KENAI

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

MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 6, 2026

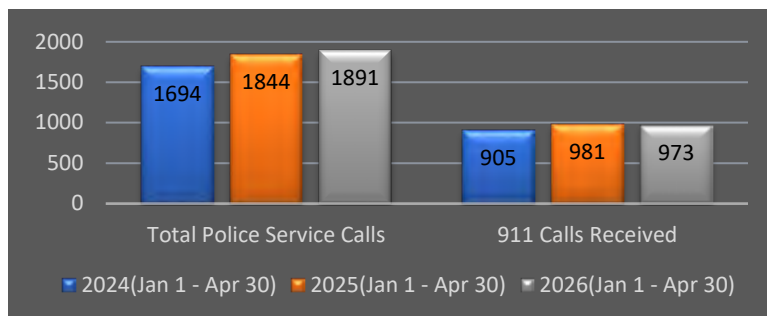
SUBJECT: **Police & Communications Department Activity – April 2026**

Police handled 559 calls for service in April and 272 calls were received by dispatch via 911. Officers made 35 arrests. Traffic enforcement resulted in 256 traffic contacts with 69 traffic citations issued and there were 7 DUI arrests. There were 12 reported motor vehicle collisions. There were 2 collisions involving a moose or caribou, and one collision involving drugs or alcohol.

One Supervisor attended a one-week Law Enforcement Liability class in Anchorage. Two officers attended a one-week Bloodstain Pattern Analysis class in Anchorage. One Officer attended a one-week Law Enforcement Drone training in Wasilla. One Dispatcher attended a one-week Certified Training Officer course in Wasilla. The department Administrative Assistant attended a two-day Property and Evidence Management class in Anchorage.

One new dispatcher started employment and is in field training, and a recruitment is still underway for another vacancy. A recruitment is still underway to fill an officer vacancy. The vacancy for the part-time administrative assistant has been filled.

The School Resource Officer (SRO) attended DARE graduations at Mountain View Elementary and Kaleidoscope Elementary, gave presentations about school threats and safety to assemblies at Kenai Central High and Kenai Alternative High, and responded to a number of police related calls in the schools.





KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: May 13, 2026
SUBJECT: **Public Works Mid-month Report May 2026**

Capital Projects currently in process:

- Parks & Recreation Master Plan – Project ongoing.
- Emergency Services Facility Assessment – Assessment complete. Project on hold.
- KMA Apron Sealcoating and Crack Sealing – Preconstruction meetings ongoing with project to start in May.
- Kenai Municipal Airport Runway Rehabilitation Project - Construction ongoing.
- Kenai Municipal Airport Operations Building HVAC Controls Upgrade & Boiler Replacement Project – Project being closed out.
- Kenai Municipal Airport Master Plan Update – Phase 2 ongoing.
- USACE Kenai Bluff Bank Stabilization Project – Construction completed. Closeout ongoing.
- Wastewater Plant Digester Blowers Replacements – Construction ongoing.
- Water Treatment Plant Pumphouse – Project started. Submittals being reviewed.
- Harbor Float Replacement – Construction ongoing. First set of floats installed.
- Aliak Storm Drain Repairs – Project out to bid.
- Community Wildfire Protection – Project completed.
- Street Light Assessment – Project being closed out.
- Architectural Services – Design services ongoing.
- Fire Monitoring Services – Project awarded and getting under contract.
- Crack Sealing – Project out to bid.

Capital Projects in planning to be released:

- Sewer Lift Station Upgrades
- Street Light LED Conversion
- Mission/Main Storm Drain Improvements
- Cemetery Improvements Design
- Flight Services RTU Replacement
- Pavilion Replacements

Other Projects/Services in development for ITB/RFP:

- Banking Services

Our new Building Official continues working on revising documents and processes for future software use and streamlining our internal and public process. We are kicking off the permitting software project. We have issued fourteen residential and three commercial permits in calendar year 2026. Buildings continues to work on regular maintenance at our facilities.

The Streets crew has dredged the dock and installed float to open the City Dock. They continue sweeping and grading roads. The Shop continues working on outfitting new police vehicles and repairing issues as they arise. They are starting the annual auction process.

The Utility Department has been flushing hydrants and working on various projects with construction getting started at both treatment plants.



MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: May 1, 2026
SUBJECT: April 2026 Monthly Report

Number of individuals served in April:

Home Delivered Meals	2256
Individuals	106
Dining Room (Congregate) Meals	864
Individuals	168
Transportation (1-way rides)	284
Individuals	21
Homemaker Assistance	33/88
Writers Group	45
Caregiver Support Group	14
Widows/Widowers Grief Support Group	18
Growing Stronger Exercise	286
Tai Chi Class	50
TOPS Weight Loss Class	47
Bluegrass & Music Sessions	50
Card Games	98
Wii Bowling	7
Arts & Crafts	29
Volunteers Hours	656.25
Individuals	41
Total Event Sign-ins *	1758
Individuals *	202
Vintage Pointe Manor Vacancies	3

* (not including home meals clients)

April was a vibrant and active month at the Center! We welcomed spring with a wonderful Easter luncheon, highlighted by a beautiful choir concert that brought everyone together in celebration.

Our monthly craft had participants painting birdhouses, adding a creative and colorful touch to the season. Both the caregiver support group and the grief support group continued to see consistent attendance, offering connection and support to those who attend.

In a special early-morning effort, volunteers were at the Center at 4:00 a.m. to serve high school a Prom breakfast—an event that was greatly appreciated by the community.

The Center is also coming alive with greenery, as we begin preparing plants for our planters and flower pots. It's exciting to see new growth both inside and out as we head into the warmer months.

