



Kenai City Council - Regular Meeting

June 16, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

****Telephonic/Virtual Information on Page 4****

www.kenai.city

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Consent Agenda (*Public comment 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 PUBLIC COMMENTS

(Public comment limited to ten (10) minutes per speaker)

C. UNSCHEDULED PUBLIC COMMENTS

(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

D. PUBLIC HEARINGS

- 1. Ordinance No. 3217-2021** - Conditionally Donating Certain City Owned Property Described as Two Approximate 1 1/4 Acre Parcels to be Subdivided from a Portion of the 72 Acre More or Less Portion of the SE 1/4 Lying East of Tract A Kenai Meadows (KPB Parcel No. 039 010 65) To Kenai Peninsula Housing Initiative for the Development of Restricted Income and Senior Housing. (Mayor Gabriel, Vice Mayor Molloy, Council Member Winger)
- 2. Ordinance No. 3218-2021** - Accepting and Appropriating Drug Seizure Funds into the Police Small Tools Account. (Administration)
- 3. Ordinance No. 3219-2021** - Conditionally Donating Certain City Owned Property Described as One Approximate 2 Acre Parcel to be Subdivided from a Portion of the 6.8 Acre More or Less Portion of the East of Tract 4, Baron Park Subdivision (KPB Parcel No. 045 01 035) to Triumvirate Theatre for the Development of a Theatre Facility. (Administration)
- 4. Ordinance No. 3220-2021** - Authorizing a Tourism, Travel, and Hospitality Services Economic Stimulus Program to Benefit Certain Kenai Small Businesses and Award of a

Professional Services Agreement to the Kenai Chamber of Commerce and Visitor Center for Administration of the Program. (Administration)

- 5. Resolution No. 2021-40** - Authorizing and Awarding a Contract Extension for Ambulance Billing through Systems Design West for the Period of July 1, 2021 through June 30, 2023. (Administration)
- 6. Resolution No. 2021-41** - Authorizing a Budget Transfer within the General Fund, Parks, Recreation and Beautification Department to Supplement the eave Account in Excess of Budgeted Amounts. (Administration)
- 7. Resolution No. 2021-42** - Authorizing an Equipment Purchase Agreement and Issuance of a Purchase Order for the New Replacement Sludge Press at the Wastewater Treatment Plant. (Administration)
- 8. Resolution No. 2021-43** - Authorizing Budget Transfers in the General Fund - Street and Building Departments and the Water and Sewer Fund - Wastewater Treatment Plant Department to account for Unanticipated Expenditures. (Administration)
- 9. Resolution No. 2021-44** - Authorizing the City Manager to Extend the Restaurant Concession Agreement in the Kenai Municipal Airport for an Additional Year. (Administration)
- 10. Resolution No. 2021-45** - Authorizing the Termination of the Facility Management Services Agreement for the Kenai Recreational Center with the Boys and Girls Club of the Kenai Peninsula and Authorizing a New Agreement with Boys and Girls Club of the Kenai Peninsula to Operate the Teen Center at the Kenai Recreation Center. (Administration)

E. MINUTES

- 1.** *Regular Meeting of June 2, 2021. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

- 1.** *Action/Approval - Bills to be Ratified. (Administration)
- 2.** *Action/Approval - FY21 Purchase Orders Over \$15,000. (Administration)
- 3.** *Action/Approval - FY22 Purchase Orders Over \$15,000. (Administration)
- 4.** *Action/Approval - Non-Objection to Liquor License Renewals for Peninsula Oilers and Pizza Paradisos. (City Clerk)
- 5.** Action/Approval - Special Use Permit to James H. Doyle, Individually, D/B/A Weaver Brothers, Inc., for Truck Trailer Storage. (Administration)
- 6.** Action/Approval - Special Use Permit to State of Alaska, Division of Forestry, for Air Tanker Reload Base. (Administration)

- 7. Action/Approval** - Approving Officials Bond Amounts for the City Manager, City Clerk, and Finance Director. (Administration)
- 8. Action/Approval** - Authorizing the City Administration to Submit Previously Adopted Resolution 2020-89 - A Resolution of the City of Kenai, Alaska, Opposing Alternative 4 Proposed to the North Pacific Management Council that would Close All Federal Waters in Cook Inlet to Commercial Fishing, Along With an Accompanying Letter from the Mayor as Comments to the National Oceanic and Atmospheric Administration's Proposed Regulations Closing the EEZ to Commercial Fishing, Prior to the July 6, 2021 Comment Deadline. (All Council Members)
- 9. Discussion** - Set a Board of Adjustment Hearing for an Appeal of a Planning and Zoning Commission Decision. (City Clerk)

H. COMMISSION / COMMITTEE REPORTS

1. Council on Aging
- 2.** Airport Commission
3. Harbor Commission
- 4.** Parks and Recreation Commission
- 5.** Planning and Zoning Commission
- 6.** Beautification Committee
7. Mini-Grant Steering Committee

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Purchase Orders Between \$2,500 and \$15,000
2. Kenai Peninsula Borough Resolution Supporting Straightline Aviation's Plan for Hybrid Airships.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/83701124675>

Meeting ID: 837 0112 4675 **Passcode:** 395034

OR

Dial In: (253) 215-8782 or (301) 715-8592

Meeting ID: 837 0112 4675 **Passcode:** 395034



Sponsored by: Mayor Brian Gabriel
 Vice Mayor Bob Molloy
 Council Member Teea Winger

CITY OF KENAI

ORDINANCE NO. 3217-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, CONDITIONALLY DONATING CERTAIN CITY OWNED PROPERTY DESCRIBED AS TWO APPROXIMATE 1 1/4 ACRE PARCELS TO BE SUBDIVIDED FROM A PORTION OF THE 72 ACRE MORE OR LESS PORTION OF THE SE 1/4 LYING EAST OF TRACT A KENAI MEADOWS (KPB PARCEL NO. 039 010 65) TO KENAI PENINSULA HOUSING INITIATIVE FOR THE DEVELOPMENT OF RESTRICTED INCOME AND SENIOR HOUSING.

WHEREAS, Kenai Municipal Code 22.05.110, Determination as to Need for Public Purpose, allows the Council, by Ordinance, to donate real property that is no longer needed by the City for a public purpose, to a non-profit corporation for a consideration agreed upon between the City and grantee without a public sale if the donation is advantageous to the City; and,

WHEREAS, Kenai Peninsula Housing Initiatives (KPHI) is a non-profit corporation with a mission to provide low income, very low income, senior and special needs residents affordable housing options; and,

WHEREAS, there is a need for low income and senior housing in the City of Kenai; and,

WHEREAS, the City desires to support further development of low income and senior housing in the community; and,

WHEREAS, donating the subject parcels to KPHI at less than fair market value is in the best interest of the City, and;

WHEREAS, conditions must be placed on the transfer or condition the transfer to ensure low income and senior housing is developed or the property is returned to the City, including in the event of a land sale, to a for profit entity, the market value of the property shall be reimbursed to the City, if the sale occurs within twenty years after transfer to KPHI.

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

Section 1. Form: That this is a non-code ordinance.

Section 2. That the Kenai City Council hereby authorizes the City Manager to execute, upon completion of a subdivision and necessary proof of financing for the development, the transfer of title for the properties: two approximate 1 1/4 acre parcels to be subdivided from a portion of the 72 acre more or less portion of the SE 1/4 lying east of Tract A Kenai Meadows (KPB PARCEL No. 03901065), to Kenai Peninsula Housing Initiatives, Inc. (KPHI), on a form approved by the

City Attorney, for less than fair market value (\$1.00) and for the sole purpose of developing income restricted and senior housing.

Section 3. That KPHI must complete at its own expense all actions necessary for the subdivision and development of the properties; and to provide proof of financing sufficient for the projects as prior conditions of the transfer of title; and to pay all closing costs and fees for said properties and said consideration to the City for the properties.

Section 4. That the Kenai City Council further finds the disposal of the parcels to be in the best interests of the citizens of the City of Kenai and that the public interest shall be served by disposing of the properties interest for less than the fair market value, in accordance with the recitals above which are incorporated herein.

Section 5. That the Kenai City Council further finds that if the action items described herein are not completed by July 16, 2026, the authorization to transfer the lands lapses unless further authorized by the City Council.

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 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Introduced: June 2, 2021
Enacted: June 16, 2021
Effective: July 16, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: May 24, 2021

SUBJECT: **Ordinance No. 3217-2021 - Conditionally Donating a Portion of Tract A Kenai Meadows for the Development of Restricted Income and Senior Housing.**

The purpose of this correspondence is to respond to City Council direction to the City Manager to bring an ordinance to conditionally donate the properties referenced in the above described ordinance to the Kenai Peninsula Housing Initiative.

On June 15, 2016 City Council approved Ordinance No. 2899-2016; conditionally donating certain foreclosed city owned property described as two approximate 1 1/4 acre parcels to be subdivided from a portion of the 77 acre more or less portion of the SE 1/4 lying east of Mommsen Subdivision Addition No. 2 section 25, T6N, R12W (KPB Parcel No. 039 010 18) to Kenai Peninsula Housing Initiative for the development of restricted income and senior housing.

On April 7, 2021, Steven Rouse, Executive Director of KPHI, presented on the completion of the housing constructed on the two parcels conditionally donated in Ordinance No. 2899-2016. In addition, he requested consideration of a donation of 2.5 acres adjacent to the existing developments on Redoubt Avenue to construct additional restricted income and senior housing.

Thank you for your consideration.

Attachment A: Aerial Map illustrating the previously donated parcels and the proposed parcel to be subdivided.

Attachment B: PowerPoint Presentation dated April 7, 2021 from Kenai Peninsula Housing Initiative requesting consideration of a donation of an additional 2.5 acres for restricted income and senior housing.

Attachment C: Concept site plan provided by the Kenai Peninsula Housing Initiative.



RESOLUTION 3217-2021
DONATION AND PROPOSED DONATION TO KPHI
KPB #03901063; 03901064 AND 03901065
LOTS 1 & 2 AND A PORTION OF TRACT A
KENAI MEADOWS



LEGEND

Subject Parcel

0 130 260 Feet

Date: 5/24/2021

Proposed 60' ROW dedication

Parcels previously donated to KPHI

Area proposed to donate two additional parcels to KPHI

Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.

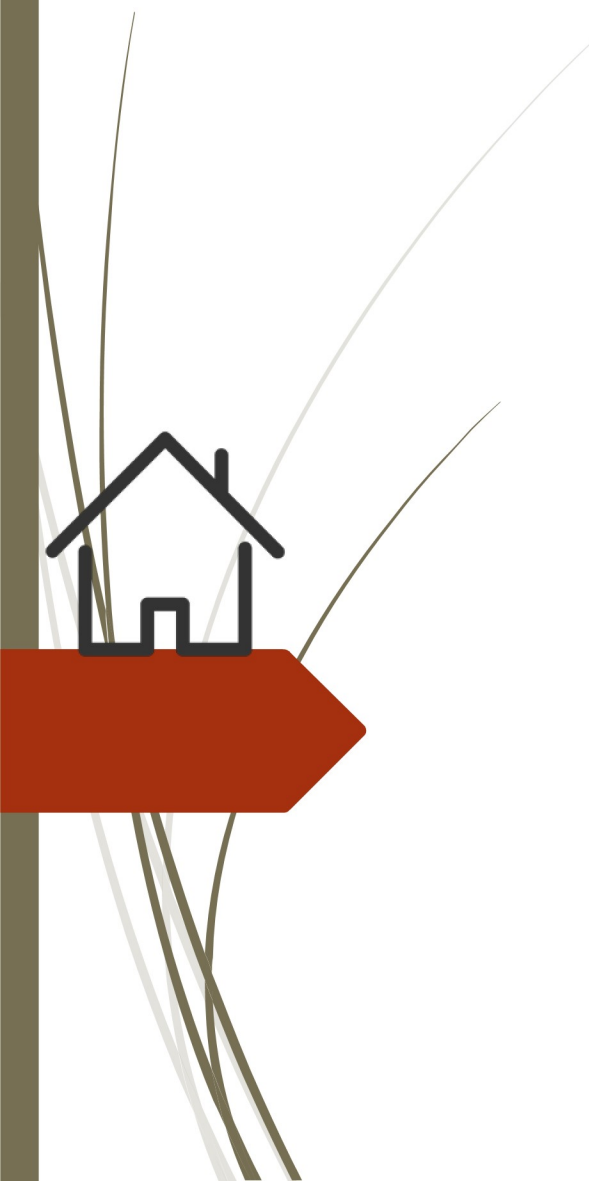




Kenai Peninsula Housing Initiatives

Steven Rouse, Executive Director

April 7, 2021





Today's Presentation:

- **Who is KPHI?**
- **What We Do**
- **How We Do It**
- **Our Work on the Kenai Peninsula, so far**
- **Project Just Completed in Kenai**
- **City of Kenai's Role in the Past**
- **Our Next Kenai Project and What We Are Asking of You**





Who Is KPHI?

A nonprofit housing organization that provides low-income, senior and special needs residents of the Kenai Peninsula with affordable housing options

Established in 2003, currently manage 148 units in Kenai, Homer, Seward, Soldotna and Ninilchik

KPHI offices are located at the Homer Community Housing Center

Board of Directors represents all areas of the Peninsula, staff of 5

We offer tenants a solid foundation on which to improve their overall quality of life





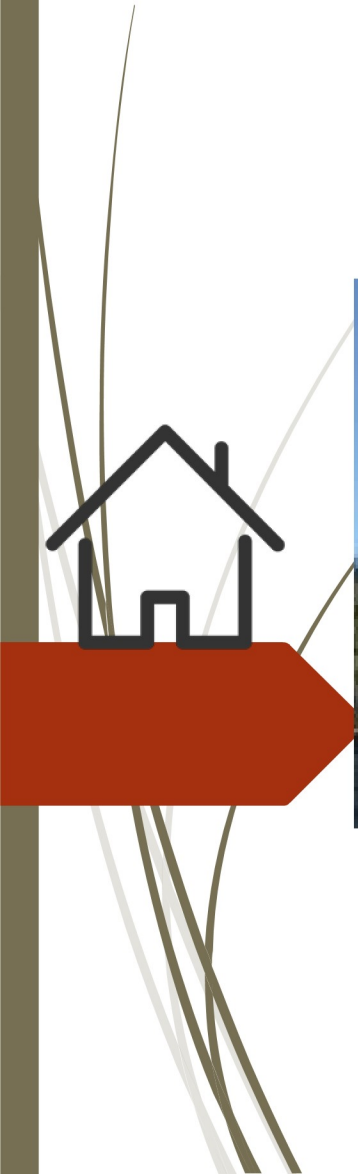
How Do We Provide Affordable Housing?

- **Develop** – Identify need, debt capacity, identify funding sources, compete for gap/subsidy funding
- **Own** – Responsible for debt service and maintenance
- **Manage** – Screen applicants, ensure compliance with funding sources, protect tenants and property

Partner with other community organizations to ensure a full continuum of housing services are available to address housing needs



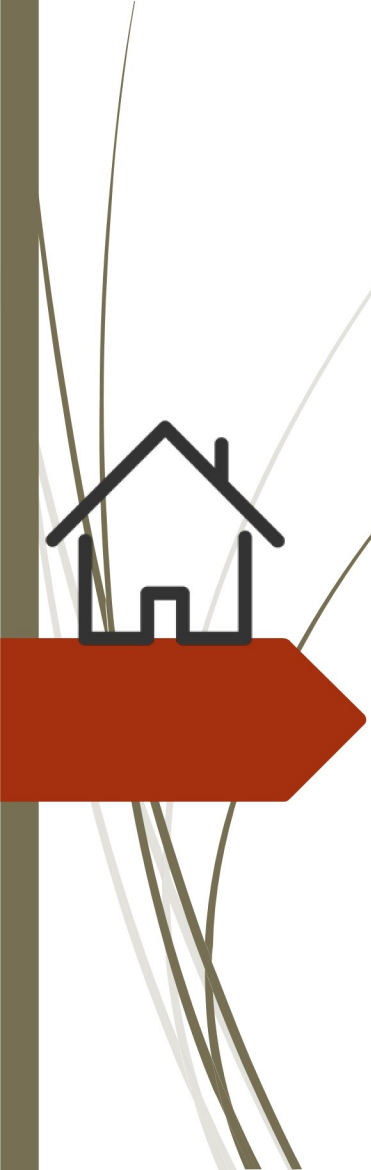
KPHI Accomplishments To-Date Homer



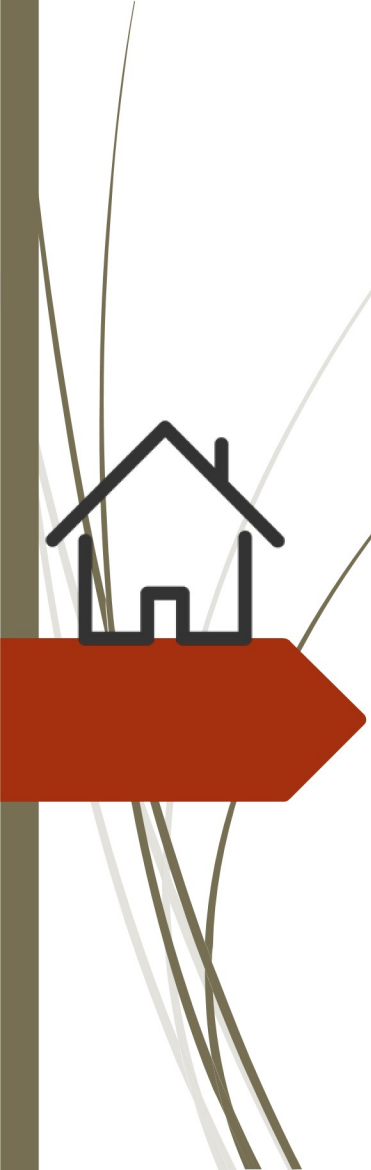
KPHI Accomplishments To-Date Soldotna



KPHI Accomplishments To-Date Ninilchik



KPHI Accomplishments To-Date Seward

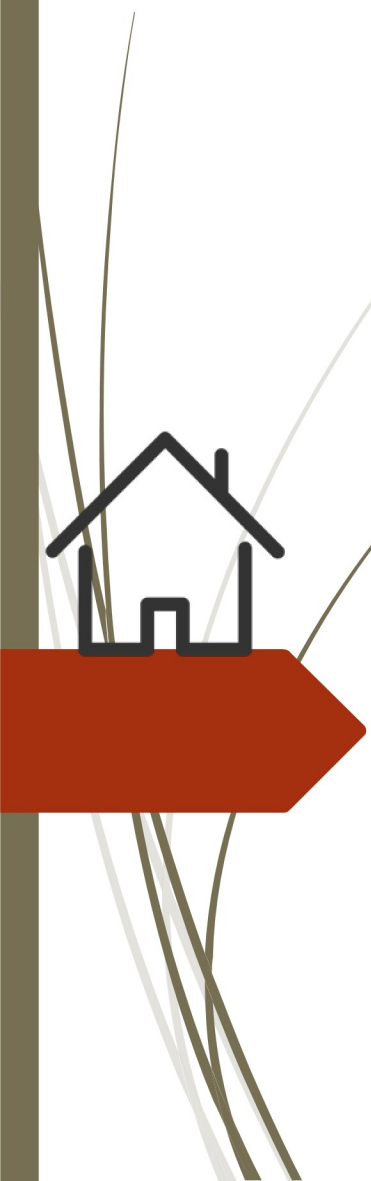




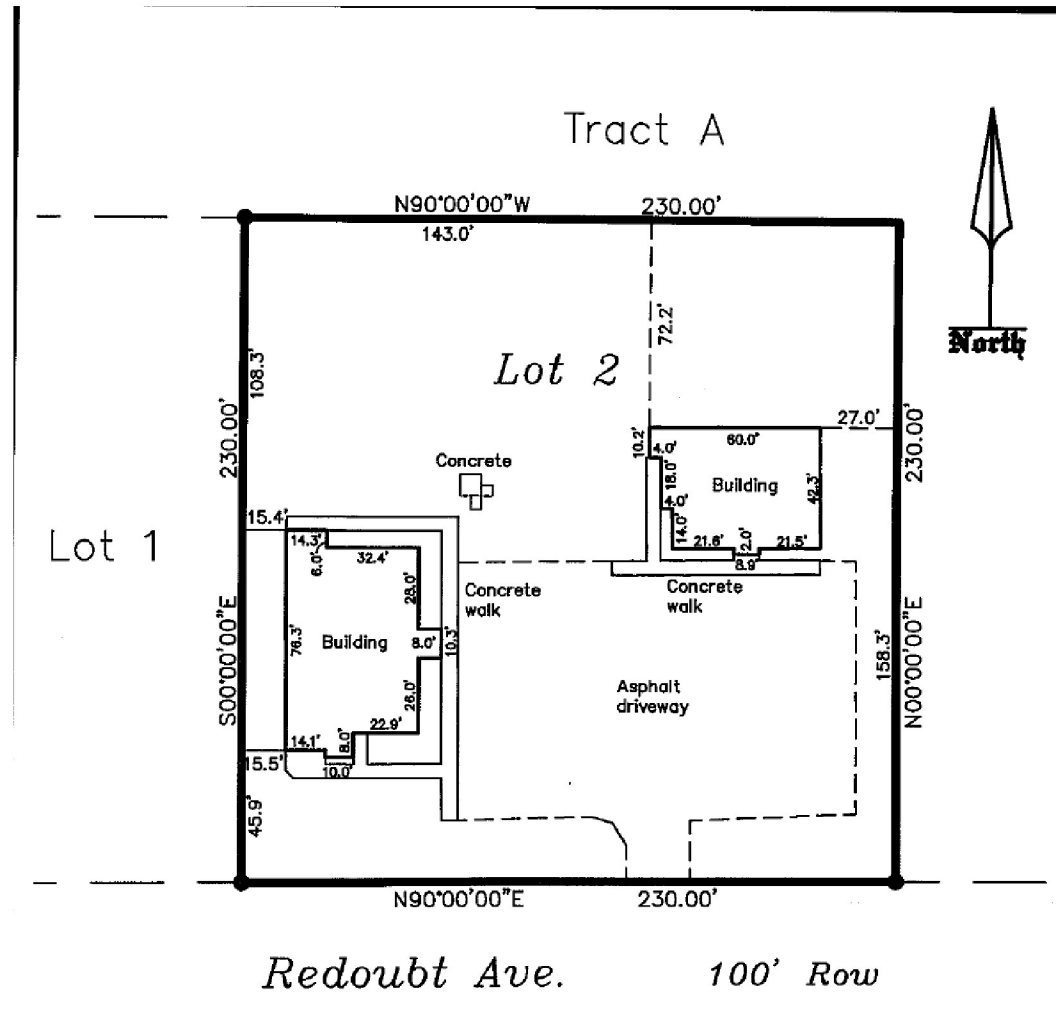
KPHI Accomplishments To-Date

Kenai

Clear Pointe Phase I & II



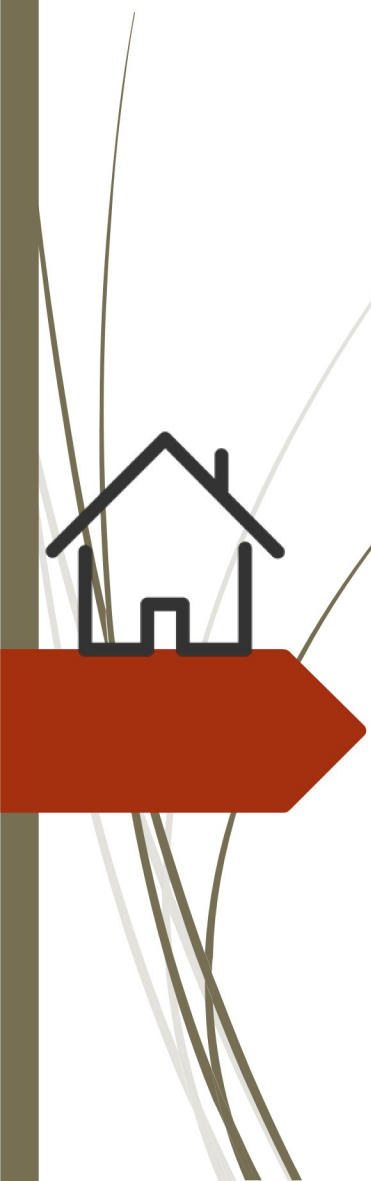
KPHI Accomplishments To-Date – Clear Pointe



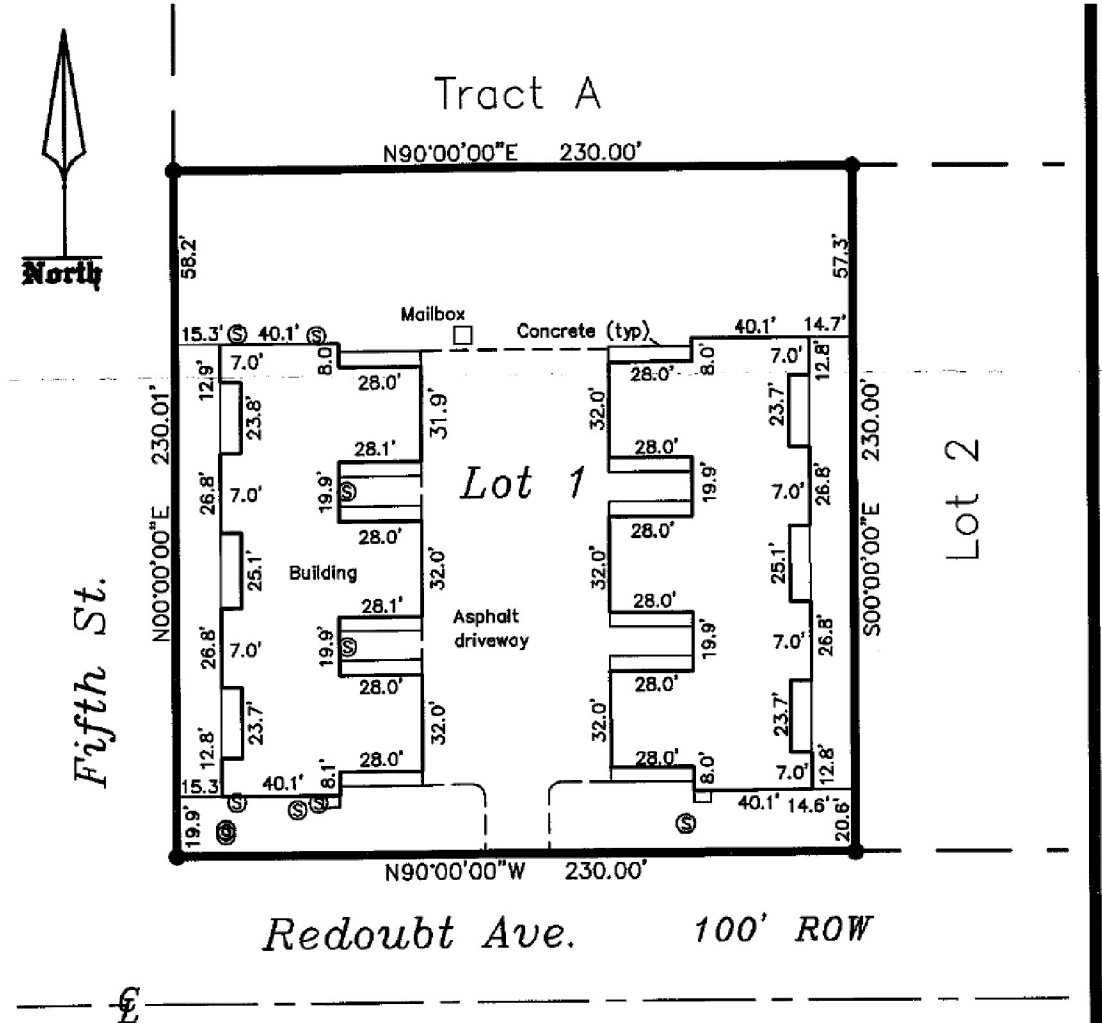
KPHI Accomplishments To-Date

Kenai

Kenai Meadows



KPHI Accomplishments To-Date – Kenai Meadows





City of Kenai's Contribution To Clear Pointe & Kenai Meadows

June 2016-City Council passed Ordinance 2899-2016

June 2017 – City transferred 1.25 acre parcel (Clear Pointe Phase 1)

June 2018 – City transferred 1.25 acre parcel (Kenai Meadows Phase 1)

Land donation leveraged other funding sources including AHFC, Rasmuson Foundation and Wells Fargo Foundation

Projects helped to support hiring area businesses including Nelson Engineering of Kenai, Central Alaska Engineering of Soldotna and Sundance Construction of Kasilof





How Did KPHI Perform?

- Four phases of the Kenai Projects completed early or on-time
- All units rented quickly, now have wait lists
- Last phase of Kenai Meadows complete in Jan. 2021 and fully rented by March 2021
- 22 individuals and families live in the two projects now
- Additional benefit during pandemic: KPHI connecting tenants to available resources





KPHI's Ask Today

Requesting consideration of a donation of 2.5 acres, adjacent to existing developments on Redoubt

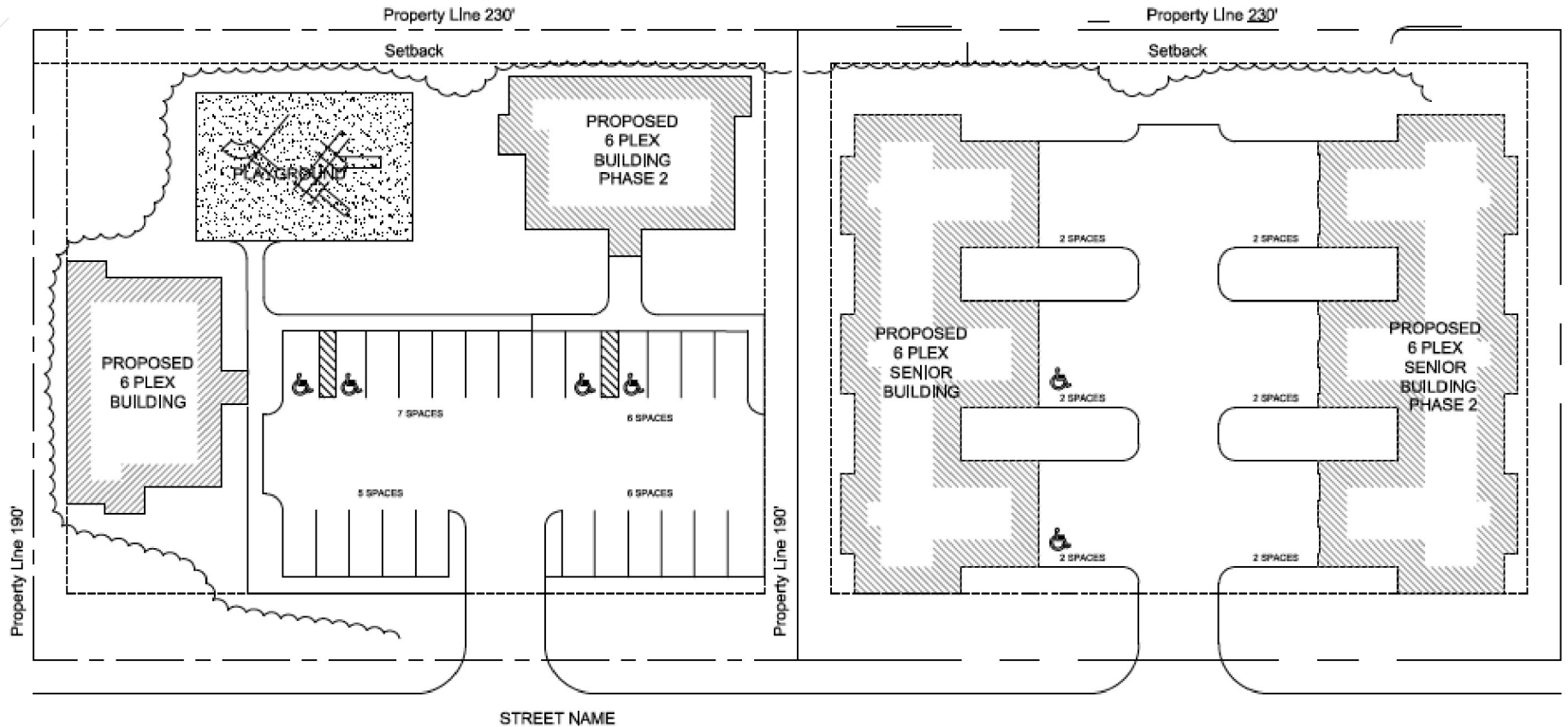
Same terms and conditions as contained in previous ordinance

Intent is to develop 24 units of senior and low-income, multi-family rental apartments

An independent analysis has already confirmed the need and demand for additional housing (study commissioned by AHFC)

Timeline: KPHI needs an ordinance passed to demonstrate options for site control to apply for funding in August 2021. Completion of four phases of the development would take 3 to 5 years.

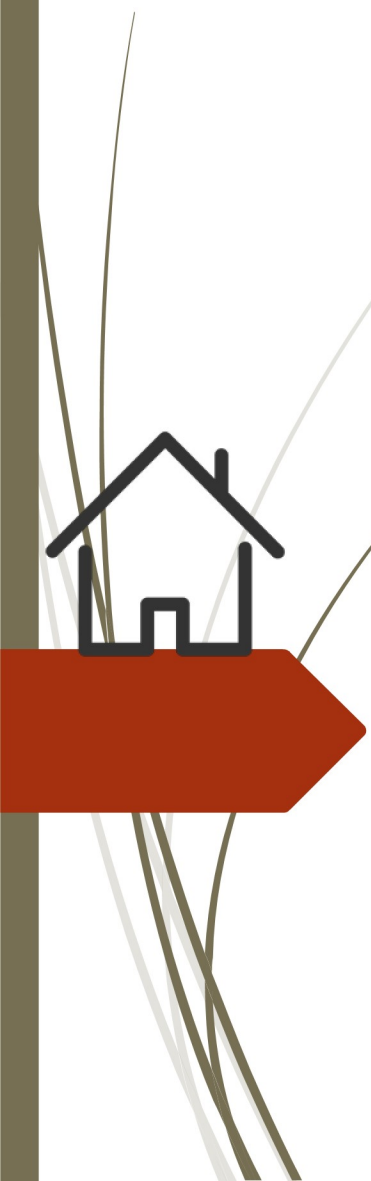




SITE PLAN CONCEPT

SCALE: 1/32" = 1'-0"

Kenai Peninsula Housing Initiatives
Apartment Concept





Questions?

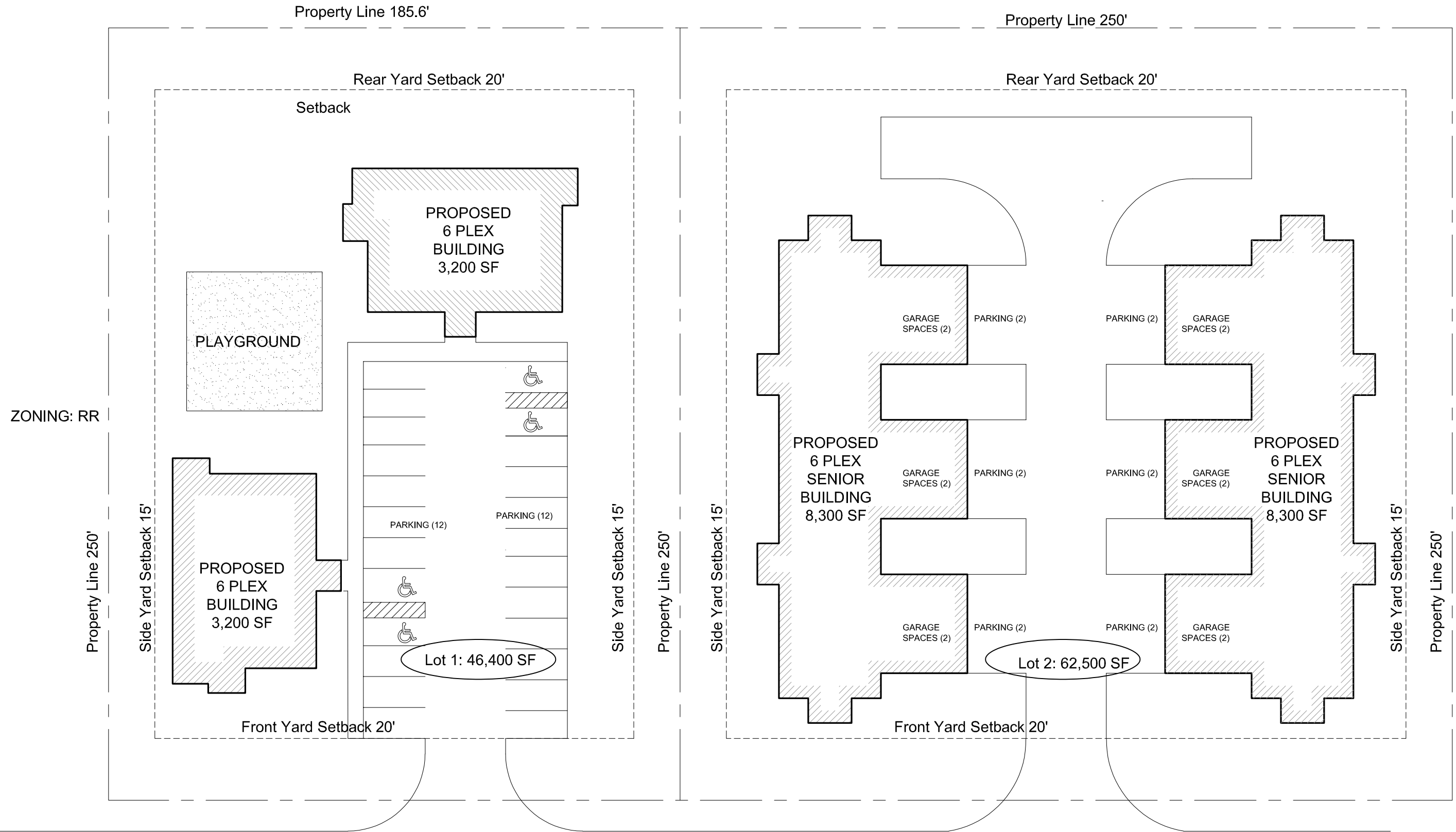
Steven Rouse, Executive Director
Kenai Peninsula Housing Initiatives

www.KPHI.net

Phone: (907) 399-4357

Email: steven@kphi.net





Kenai Peninsula Housing Initiatives
Apartment Concept

SITE PLAN CONCEPT

SCALE: 1/32" = 1'-0"



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: June 8, 2021

SUBJECT: **Requested Postponement and Hold for a Second Public Hearing to July 7, 2021 for Ordinance No. 3217-2021 - Conditionally Donating a Portion of Tract A Kenai Meadows to Kenai Peninsula Housing Initiative for the Development of Restricted Income and Senior Housing.**

On June 2, 2021 City Council approved via consent agenda the introduction of Ordinance 3217-2021 for a public hearing on June 16, 2021. This memorandum requests a postponement and a hold for a second public hearing to July 7, 2021. This postponement would allow for the Planning and Zoning Commission to review Ordinance 3217-2021 at their meeting on June 23, 2021 and provide a recommendation to City Council.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3218-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING DRUG SEIZURE FUNDS INTO THE POLICE SMALL TOOLS ACCOUNT.

WHEREAS, the Kenai Police Department has received notice from the Court authorizing the forfeiture to the Kenai Police Department of \$112.50 in cash related to the adjudication of drug cases; and,

WHEREAS, the cash was seized during drug investigations, in which the Kenai Police Department was the investigating agency; and,

WHEREAS the Police Department, pursuant to conditions of acceptance, will utilize the forfeited funds in the furtherance of the administration of justice.

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 forfeited funds in the amount of \$112.50 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 –	
Forfeitures - Police	<u>\$112.50</u>
Increase Appropriations –	
Police – Small Tools	<u>\$112.50</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 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 

Introduced: June 2, 2021
Enacted: June 16, 2021
Effective: June 16, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross – Police Chief

DATE: May 21, 2021

SUBJECT: **Ordinance No. 3218-2021, Accepting Forfeiture Funds**

The City of Kenai currently holds \$112.50 in investigative seizure money that has been forfeited to the Department. Kenai Court orders were issued, that ordered the forfeiture of funds including \$112.50 to the Kenai Police Department. The forfeiture is the result of drug investigations in which the Kenai Police Department was the investigating agency. The funds are designated to be used in the furtherance of the administration of justice.

I am respectfully requesting an ordinance appropriating \$112.50 into the General Fund, Police-Small Tools account to be used for law enforcement tools.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3219-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, CONDITIONALLY DONATING CERTAIN CITY OWNED PROPERTY DESCRIBED AS ONE APPROXIMATE 2 ACRE PARCEL TO BE SUBDIVIDED FROM A PORTION OF THE 6.8 ACRE MORE OR LESS PORTION OF THE EAST OF TRACT 4, BARON PARK SUBDIVISION 2012 ADDITION (KPB PARCEL NO. 045 01 035) TO TRIUMVIRATE THEATRE FOR THE DEVELOPMENT OF A THEATRE FACILITY.

WHEREAS, Kenai Municipal Code 22.05.110, Determination as to need for public purpose, allows the Council, by Ordinance, to donate real property that is no longer needed by the City for a public purpose, to a non-profit corporation for consideration; agreed upon between the City and grantee without a public sale if the devotion is advantageous to the City; and,

WHEREAS, Triumvirate Theatre is a 501(c)3 non-profit corporation with a mission to provide performing arts opportunities with an emphasis on theatre with and for children; and,

WHEREAS, there is a need for a community theatre in the City of Kenai; and,

WHEREAS, the City desires to support performing arts in the community; and,

WHEREAS, donating the subject parcel to Triumvirate Theatre at less than fair market value is in the best interest of the City, and;

WHEREAS, conditions must be placed on the transfer or condition the transfer to ensure a theatre facility is developed or the property is returned to the City including in the event of a land sale, to a for profit entity, the value of the property shall be reimbursed to the City, if the sale occurs within twenty years after transfer to Triumvirate Theatre.

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

Section 1. Form: That this is a non-code ordinance.

Section 2. That the Kenai City Council hereby authorizes the City Manager to execute, upon completion of a subdivision and necessary proof of financing for the development, the transfer of title for the property: one approximate 2 acre parcel to be subdivided from a portion of the 6.8 acre more or less portion of the east of Tract 4, Baron Park Subdivision 2012 Addition (KPB PARCEL No. 045 01 035), to Triumvirate Theatre, on a form approved by the City Attorney, for less than fair market value (\$1.00) and for the sole purpose of developing a theatre facility.

Section 3. That Triumvirate Theatre must complete at its own expense all actions necessary for the subdivision and development of the properties; and to provide proof of financing sufficient for

the projects as prior conditions of the transfer of title; and to pay all closing costs and fees for said property and said consideration to the City for the property.

Section 4. That the Kenai City Council further finds the disposal of the parcel to be in the best interests of the citizens of the City of Kenai and that the public interest shall be served by disposing of the property interest for less than the fair market value, in accordance with the recitals above which are incorporated herein.

Section 5. That the Kenai City Council further finds that if the action items described herein are not completed by July 16, 2023, the authorization to transfer the land lapses unless further authorized by the City Council.

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 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Introduced: June 2, 2021
Enacted: June 16, 2021
Effective: July 16, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: May 24, 2021

SUBJECT: **Ordinance No. 3219-2021 - Conditionally Donating a Portion of Tract 4, Baron Park Subdivision 2012 Addition for the Development of a Theatre Facility.**

The purpose of this correspondence is to respond to the City Manager request to bring an ordinance to consider conditionally donating the properties referenced in the above described ordinance to the Triumvirate Theatre.

On May 20, 2021, Joseph Rizzo, on behalf of the Triumvirate Theatre, requested consideration of a donation of approximately 2 acres to the north of Daubensbeck Park to construct a theatre facility. The Triumvirate Theatre has been looking for a new home since a February 20, 2021 fire which resulted in a complete loss of their 5,000 square foot theatre facility. A donation of approximately 2 acres would require a subdivision of the approximately 6.8 acres of Tract 4, Baron Park Subdivision 2012 Addition. The parcel is zoned Light Industrial, which allows a theater with a conditional use permit, requiring submission of an application and approval by the Planning and Zoning Commission.

Thank you for your consideration.

Attachment A: Letter from Triumvirate Theatre proposing a land donation for construction of a theatre facility.

Attachment B: Aerial Map illustrating the proposed parcel to be subdivided for a theatre facility.

Joseph Rizzo
ACIPA
PO Box 322
Kenai, Alaska 99611

Dear Mr. Ostrander:

Thank you for all your assistance and guidance in helping us put together this proposal that the City of Kenai donate a piece of property on which to build the new Triumvirate Theatre facility. The following information will be helpful for the City Council in determining if this proposal is viable.

History of Alaska Children's Institute for the Performing Arts (Triumvirate Theatre)

Our organization was formed as a 501(c)3 nonprofit in November 1998. For over 20 years, we have provided performing arts opportunities for members of our community with a special emphasis on theatre with and for children. We serve people in the communities of Kenai, Soldotna, Sterling, Nikiski and Kasilof.

In 2005, we began renting a 3,000-square-foot space in the Peninsula Center Mall in Soldotna, where we operated a 100-seat theatre and a bookstore for almost 10 years. In 2006, four members of the board formed an LLC, North Road Properties, and bought a mechanic shop just a few miles north of the Kenai city limits with the intention of remodeling it to have a permanent home for the theatre's operations, renting it to us for well below market value. Through many grants and thousands of volunteer hours, the remodel was completed in 2013. The last two years of the remodel, the bulk of the interior work was completed by the Nikiski High shop class. White Christmas, the first of dozens of productions and events that would be held at the new facility, opened that December.

Plays, concerts, fundraisers for cancer victims, corporate events, Eagle Scout award ceremonies, wedding receptions and movies are just some of the activities that have taken place in our facility over the last eight years. It was truly a community space for the whole central Kenai.

The Fire

In the early morning hours of Feb. 20, 2021, a fire broke out in the backstage area of the theatre and engulfed the building in flames. In spite of valiant efforts by the Nikiski and Kenai Fire Departments, it was a complete loss of the 5,000-square-foot facility. Both the insurance forensic expert and the state fire marshal's office could not determine the cause of the blaze.

Currently, fundraising efforts are underway to rebuild the theatre. Meanwhile, the Kenai Peninsula Borough School District is providing our organization use of the Little Theatre at Kenai High to continue our operations throughout the next school year.

Some highlights of services provided by Triumvirate Theatre in the community and the state:

- We have produced well over a hundred plays, musicals and events over the last 23 years.
- Working with James Adcox, kids and adults in the community created a 240-square-foot mural depicting the history of the Kenai Peninsula.
- Large stained glass artwork was created by children under the direction of Sandy Stevens, a stained glass artist in our community.
- The Class Act Drama Troupe was established in 2005. This troupe is made up of seventh- to 12th-grade youth. Half of funds raised from their shows are distributed back to the kids in the form of scholarships when they graduate high school. Thousands of dollars have been awarded in scholarships over the years. To our knowledge, this is the only program of its kind in the U.S.

Highlights cont.

- Working with the Alaska Humanities Forum, we have made two television programs teaching children about Alaska history. *Baranov's Castle* won a Best Indie Film Award at the Kids First Film Festival, the largest such festival in the world. It was also translated into Russian for Russian Television. *Davenport Flagstop and the Case of the Golden Spike* is a 45-minute film created in cooperation with the Alaska Railroad and has enjoyed extensive play on KTUU-TV.
- *Eight Stars of Comedy Gold* was a 90-minute history of the State of Alaska funded through a \$30,000 grant from the Rasmuson Foundation, commemorating the 50th anniversary of statehood.
- Mental Health Mondays is one of our current programs done in cooperation with KSRM Radio. Youth actors produce radio dramas about mental health issues facing teens. The dramas are followed by a round table discussion between the actors and Dr. Paul Turner, a Kenai psychologist.

Description of Beneficiaries

We know that the performing arts are critical to children's development and we provide opportunities for them to discover how much the stage can teach them about themselves and the world around them. By getting kids on stage to perform, parents and families that come to see them perform are also important beneficiaries of our programs. Lastly, we are heavily involved in fundraisers for local causes from kids who have cancer to people who lose their homes to house fires. We often provide entertainment for fundraising events and, before our facility burned down, provided a place for the community to hold such events.

Current Status of the Project (Rebuilding efforts), timeline, and funds raised to date.

We are currently in the fundraising and planning stages of rebuilding the theatre. Our hope is to have the new theatre open by April or May 2023.

Fundraising Efforts

Shortly after the fire occurred, the Rasmuson Foundation helped us set up a disaster relief fund with the Alaska Community Foundation, generously seeding that fund with \$10,000. Through an outpouring of community support, we have raised over \$100,000 in cash donations from over 500 individual donors over the last 10 weeks. This includes a \$10,000 donation from Marathon Oil. We have also received several significant in-kind donations including: \$10,000 in free radio advertising from KSRM Radio Group, a grand piano from the Kenai Peninsula College and excavating services for clean-up.

With the help of a \$25,000 Tier 1 grant from the Rasmuson Foundation, we are working with John Conway, a Foraker consultant hired to help us plan our rebuild efforts. This grant is also paying for architectural services from K&A Design Studios, a local Kenai firm, to develop conceptual drawings and determine an estimated cost of the rebuilding of the facility.

Fundraising efforts will continue over the summer with a goal of raising another \$100,000 in cash donations. We have some great help from local businesses, including Kenai Catering, which is planning on holding a fundraising dinner for us.

In addition to cash that the theatre has raised so far, our former landlord, North Road Properties, is committed to donating over \$200,000 from the insurance settlement so the theatre can build its own facility. We estimate that cost of rebuilding the theatre with the enormous rise in the cost of building materials will exceed \$1,000,000. We are hoping to raise additional funds from foundations and trusts.

Our goal is to submit a Tier 2 grant letter of inquiry to the Rasmuson Foundation by July 31. We will have no less than \$400,000 in funds to bring to this project. A land donation from the City of Kenai for the new theatre will be critical to our request to pursue a Tier 2 grant. The Rasmuson Foundation generally funds capital projects at 50% of the total cost. They have told me that the land donation would be considered matching funds.

The Property

At your suggestion and working with Ryan Foster, we have considered four possible donated sites for the new facility in the City of Kenai. After careful consideration and in consultation with you, John Conway and our architect, we believe KPB Parcel No. 04501035 would best suit the purposes of the new theatre. This facility would require approximately 2 acres to accommodate adequate parking and the footprint of the building. Triumvirate would pay to have Parcel No. 04501035 subdivided so that we would occupy the east part of the parcel.

The following information comes from Ryan Foster:

Legal Description: Tract 4, Baron Park Subdivision 2012 Addition Physical Address: 450 Marathon Road

Size: 6.85 acres (298,386 square feet)

City Zoning: Light Industrial

Land Value: \$417,500 (from KPB)

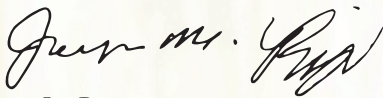
This parcel would likely require a subdivision of the 6.85 acres for a theater project/donation. The new Kenai Dog Park is being constructed on this parcel and the City is amending the plat to remove the dog park from Tract 4 and add it to Tract 5. Water and sewer is adjacent to the property from Marathon Road and Daubensbeck Road. Theaters are allowed in the Light Industrial zoning district with a conditional use permit.

Advantages for the City of Kenai

Theatres are economic engines for communities. Not only would Triumvirate Theatre patronize hardware stores and grocery stores in the course of our operations but our patrons will eat at local restaurants before or after shows. In addition to paying property tax, Triumvirate would also hire locals in teaching drama camps, running operations and conducting maintenance on the building.

The other advantage, of course, is having the arts in the community and the educational opportunities for local kids. We have no doubt that being in town will increase the number of children we serve with our programs.

Thank you for considering this proposal. If you need further information, please contact me on my cell at: (907) 394-1159 or by email.



Joe Rizzo
Executive Director
ACIPA



**RESOLUTION 3219-2021
PROPOSED DONATION TO TRIUMVIRATE THEATRE
KPB #045 01 035
APPROXIMATELY 2 ACRE PORTION OF
TRACT 4, BARON PARK SUBDIVISION 2012 ADDITION**





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: June 8, 2021

SUBJECT: **Requested Postponement and Hold for a Second Public Hearing to July 7, 2021 for Ordinance No. 3219-2021 - Conditionally Donating a Portion of Tract 4, Baron Park Subdivision 2012 Addition to Triumvirate Theatre for the Development of a Theatre Facility.**

On June 2, 2021 City Council approved via consent agenda the introduction of Ordinance 3219-2021 for a public hearing on June 16, 2021. This memorandum requests a postponement and a hold for a second public hearing to July 7, 2021. This postponement would allow for the Planning and Zoning Commission to review Ordinance 3219-2021 at their meeting on June 23, 2021 and provide a recommendation to City Council.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3220-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING A TOURISM, TRAVEL, AND HOSPITALITY SERVICES ECONOMIC STIMULUS PROGRAM TO BENEFIT CERTAIN KENAI SMALL BUSINESSES AND AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE KENAI CHAMBER OF COMMERCE AND VISITOR CENTER FOR ADMINISTRATION OF THE PROGRAM.

WHEREAS, the COVID-19 Public Health Emergency significantly affected local businesses; and,

WHEREAS, local business in the tourism travel and hospitality industry have been some of the most impacted businesses; and,

WHEREAS, local businesses are the lifeblood of the Kenai economy providing services and jobs to residents and sales taxes used to provide essential public services like public safety, street maintenance, parks & recreation, senior services, etc.; and,

WHEREAS, creation of a program to support tourism, travel, or hospitality businesses in Kenai will encourage local spending at Kenai businesses at a critical time in the community's recovery from the COVID-19 Public Health Emergency; and,

WHEREAS, the City has worked directly with the Kenai Chamber of Commerce and Visitor Center on a project to create a tourism, travel, and hospitality services program which will provide economic relief and stimulus to certain local businesses and incentivize local spending in the summer months and into the fall season; and,

WHEREAS, the Kenai Chamber of Commerce and Visitor Center is uniquely qualified to administer the program because of its relationship with and advocacy for Kenai businesses; and,

WHEREAS, the success of the City is dependent upon the success of the local economy and its businesses and a program to reward local spending, promote certain Kenai businesses most impacted by the Public Health Emergency, and continue the community's recovery is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to establish a Kenai Tourism, Travel and Hospitality Services Program in the amount of \$200,000.

Section 2. That the City Manager is authorized to execute a professional service agreement with the Kenai Chamber of Commerce for administration of the program for a total cost not to

exceed \$5,600 including up to \$3,400 to promote the program and up to \$2,000 for program administration and support.

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

General Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$205,600</u>
Increase Appropriations – Non-Departmental	
Professional Services	\$ 5,600
Grants to Others	<u>200,000</u>
	<u>\$205,600</u>

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


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 

Introduced: June 2, 2021
Enacted: June 16, 2021
Effective: June 16, 2021



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: May 25, 2021

SUBJECT: **Ordinance 3220-2021 – Kenai Tourism, Travel, and Hospitality Services Stimulus Program to Benefit Kenai Small Business**

The Administration is working with the Kenai Chamber of Commerce and Visitor Center to develop a Kenai tourism, travel, and hospitality services program (“The Second One is On Us!”) to provide economic relief and stimulus to Kenai small businesses in the tourism, travel, and hospitality industry, some of which were hardest hit by the COVID-19 Public Health Emergency. The program is designed to attract new spending and purchasing of goods and services in Kenai by incentivizing local tourism-related purchases. Individuals who purchase a single tourism, travel, or hospitality service in Kenai with a participating business will receive a voucher of equal value on a second purchase at that business.

The program will provide economic support and attract business activity in Kenai during this critical time of recovery from the COVID-19 Public Health Emergency. The program would run between July 16, 2021 and September 30, 2021, when residents and businesses may benefit from the program the most.

The Administration recommends entering into an Agreement with the Kenai Chamber of Commerce and Visitor Center to administer the program for \$5,600. This amount includes \$200,000 as a direct incentive to shoppers and \$5,600 for actual administrative costs, including a marketing campaign, supplies and materials, and administrative costs.

Your consideration is appreciated.

Kenai Tourism, Travel, and Hospitality Services Program: *Second One is On Us!*

Budget: \$200,000

Purpose: To support tourism, travel, or hospitality businesses in Kenai by encouraging and motivating local spending in Kenai

Dates: July 16, 2021 – September 30, 2021

Program Description: By purchasing a single tourism, travel, or hospitality service in Kenai with a participating business, individuals will receive one (1) voucher of equal value from the participating business to spend on a second purchase at that business. Vouchers will be issued to participating businesses in support of their individual approved programs. One voucher per person will be issued by the participating business on a first-come, first-serve basis, beginning July 16 and concluding September 30, or earlier if funds run out.

Participant Rules:

- Individuals must purchase a single tourism, travel, or hospitality service with a participating business in Kenai to be eligible for a voucher of equal value from the participating business
- The purchase must be from a business located within the Kenai City limits participating in the program
- Taxes, tips, and surcharges are not eligible for the purchase total
- Individuals must sign the voucher and provide contact information to redeem with the participating businesses. Contact information will not be used for other than purchase verification purposes.

Participating Business Rules:

- Participating businesses must submit a program proposal outlining the tourism, travel, or recreational service(s) that will be offered under the program and the cost to each individual to receive up to \$10,000 in vouchers to distribute to eligible participants
- The business must obtain the signature and contact information on each awarded voucher with a receipt attached for the service to obtain reimbursement through the Kenai Chamber by October 8, 2021
- The business must be located within the Kenai City limits and offer tourism, travel, or recreation services (e.g. fishing charters and tours, flightseeing, lodging, and recreation) Retail, food and dining businesses are excluded from the program
- The business must have been in existence with a valid State of Alaska business license as of January 1, 2021
- The business must be in compliance with City codes and current in sales tax registration with the Kenai Peninsula Borough and not be delinquent with the Kenai Peninsula Borough Tax Department
- Must not be a national chain or a C corporation traded on the U.S. stock exchange. Individually owned-and-operated local franchise are eligible

Additional Details:

- Payments for awarded vouchers will be made weekly to participating businesses based on awarded vouchers with a receipt attached submitted by the business

CITY OF KENAI

**AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER
FOR KENAI TOURISM, TRAVEL, AND HOSPITALITY SERVICES ECONOMIC
STIMULUS PROGRAM TO BENEFIT KENAI SMALL BUSINESS**

MADE AS OF THE _____ DAY OF _____ 2021.

BETWEEN the OWNER: CITY OF KENAI
210 Fidalgo Avenue
Kenai, Alaska 99611

AND the SERVICE PROVIDER: Kenai Chamber of Commerce and Visitor Center, Inc.
11471 Kenai Spur Highway
Kenai, AK 99611

FOR the PROJECT: Kenai Tourism, Travel and Hospitality Services Program to Benefit
Kenai Small Business

The Owner and Service Provider agree as set forth below.

ARTICLE 1

THE WORK

The Service Provider shall perform all the work described in the Proposed Kenai Tourism, Travel and Hospitality Services Program as Attachment "A" hereto, including but not limited to:

- 1. Basic Services, as described in the Program Description.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The Service Provider's performance of services required by this AGREEMENT shall commence on July 16, 2021 (date) and terminate on October 8, 2021.

ARTICLE 3

COMPENSATION

The Owner shall compensate the Service Provider for actual administrative as follows:

Administrative Costs not to exceed \$3,400 to promote the program and up to \$2,200 to provide program administration and support.

And fund the program through the Service Provider for direct incentive to shoppers up to \$200,000.

ARTICLE 4

ENUMERATION OF CONTRACT DOCUMENTS

The documents which are specifically incorporated into this AGREEMENT by reference and form the contract documents are listed below. Should any provision or requirement of one portion of the contract documents conflict with any other portion of the contract documents, unless otherwise provided herein, the conflict will be resolved by reference to the contract documents in the following order of priority:

- A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
- B. This AGREEMENT
- C. The Service Provider's Proposal, including Cost Proposal

Any other attachments to this AGREEMENT do not form a part of the AGREEMENT but are for reference or proof of compliance with the requirements of the AGREEMENT, except where the provisions of this AGREEMENT provide such attachments will be or are a part of the AGREEMENT.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the program and to prescribe the terms and conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

ARTICLE 5

INSURANCE

- A. Service Provider shall, at Service Provider's own expense, secure and maintain the following insurance:
 - i. comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
 - ii. worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Service Provider is responsible for worker's compensation insurance for any subService Provider who directly or indirectly provides services under the Agreement); and,
 - iii. comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Service Provider's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

- B. All insurance required by this Section shall meet the following additional requirements:
 - i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
 - ii. for worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
 - iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,

iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Service Provider shall submit to Owner proof of 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. The effective date of the insurance will be no later than the first day of the term of this Agreement.

D. The indemnification and insurance coverage requirements stated in this Section and in Section 6 below do not relieve Service Provider of any other obligation under this Agreement.

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

ARTICLE 6

Indemnity, Defend, and Hold Harmless

Service Provider shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of Service Provider or Service Provider's employees, agents, or invitees arising out of Service Provider's performance of services under this Agreement, except to the extent any negligence of Owner or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Service Provider and Owner, Service Provider and Owner shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

ARTICLE 7

All legal notices relating to this contract, including change of address, shall be mailed to the Owner and the Service Provider at the following addresses:

OWNER

City of Kenai
210 Fidalgo Ave
Kenai, Alaska 99611

SERVICE PROVIDER

Kenai Chamber of Commerce
and Visitor Center, Inc.
11471 Kenai Spur Highway
Kenai, Alaska 99611

ARTICLE 8

EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the Owner and the Service Provider, and supersedes all prior, inconsistent negotiations, representations, or AGREEMENTS, either written or oral. This AGREEMENT may be amended only by written instrument signed by both Owner and Service Provider.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective names by their duly authorized representatives as of the date and year above written.

ARTICLE 9

ATTACHMENTS

In the event there is any difference between an attachment to the original of this AGREEMENT on file with the City of Kenai and any attachment to a duplicate original of the AGREEMENT, the attachments to the original filed with the City shall control.

ARTICLE 10

JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

OWNER and SERVICE PROVIDER each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, AGREEMENTs and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

OWNER:
CITY OF KENAI

SERVICE PROVIDER:

By: _____
Paul Ostrander
City Manager

By: _____
Name: _____
Title: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on

THIS IS TO CERTIFY that on

this ____ day of _____, 2021.

this ____ day of _____, 2021.

Paul Ostrander, City Manager,
City of Kenai, Alaska, being personally known to
me or having produced satisfactory evidence of
identification, appeared before me and
acknowledged the voluntary and authorized
execution of the foregoing instrument on behalf
of said City.

_____,(title)
_____of
_____ being personally
known to me or having produced satisfactory
evidence of identification, appeared before me
and acknowledged the voluntary and authorized
execution of the foregoing instrument on behalf
of said corporation.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Approved by Legal: _____

Approved by Finance: _____



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: June 8, 2021

SUBJECT: **Ordinance 3220-2021 – Kenai Tourism, Travel, and Hospitality Services Stimulus Program to Benefit Kenai Small Business**

In January, Administration provided information on a program that would focus on the tourism, travel, and hospitality industry believed at the time to be hardest hit by the COVID-19 Public Health Emergency. “The Second One Is On Us!” program was described as one that would allow participating businesses, such as restaurants, hotels, and theaters, to offer their customers a promotion where “the second one is on us.”

This program was proposed prior to the conclusion of Kenai’s Shop Local program, in which restaurants received a significant share of that program’s funding. Based on the stimulus funding already received, it was initially recommended by administration that restaurants be removed from a program focused on tourism, and the proposed program be limited to tourism businesses that offer travel, lodging, or recreational services in Kenai.

Since the introduction of Ordinance 3220-2021, Administration has continued to work with the Kenai Chamber to gain a better understanding of the best way to incentivize local tourism-related purchases given the most current information available. Although current statistics on occupancy are not available for Kenai, there are indications from discussion with the Chamber and individual businesses that many tourism-related businesses such as lodges, rental car agencies, and fishing and tour guide operations are seeing an unexpected influx in bookings and may not have the capacity to maximize the benefit of a program to provide additional services at this time. For example, rental car companies are completely booked through July.

Additionally, the Alaska Department of Commerce, Community, and Economic Development provided funding to tourism groups to promote regional tourism. The Kenai Peninsula Tourism Marketing Council received a \$410,000 grant to deploy a marketing campaign no later than June 15, 2021, to help the tourism industry. Our best information simply does not show the need for this program at this time, which is actually a positive development for the City.

In light of this recent information, a program to provide economic support and attract tourism business activity in Kenai may not be warranted, and Administration recommends suspending consideration of the program by postponing this ordinance indefinitely.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING AND AWARDING A CONTRACT EXTENSION FOR AMBULANCE BILLING THROUGH SYSTEMS DESIGN WEST FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023.

WHEREAS, the City entered into a three year agreement with Systems Design West on July 1, 2018 to provide ambulance billing services for the City; and,

WHEREAS, the agreement allows for one two-year (2) extension upon mutual consent; and,

WHEREAS, Systems Design West has provided ambulance billing services that meet the City's needs and it is in the best interest of the City to extend the contract, per original agreement for one two year extension.

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

Section 1. The Council authorizes the City Manager to extend the City's ambulance billing agreement for FY2022 and FY2023 with Systems Design West for an estimated annual cost of \$21,350.


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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16TH day of June, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Tony Prior, Fire Chief

DATE: June 9, 2021

SUBJECT: **Purchase Order for Ambulance Billing**

A request for proposal was written and opened for bid in 2018, upon which Systems Design West was selected to provide services for the Fire Departments ambulance billing. The contract was for a three year term, which end June 30, 2021. Also written in the agreement was the ability to extend the contract for one two-year period. We are currently satisfied with the services performed by Systems Design West, per our contract, and request the approval of the contract extension. This would extend our contract from July 1, 2021 through June 30, 2023 for the annual amount of \$21,350.00.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-41

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING A BUDGET TRANSFER WITHIN THE GENERAL FUND PARKS, RECREATION AND BEAUTIFICATION DEPARTMENT TO SUPPLEMENT THE LEAVE ACCOUNT IN EXCESS OF BUDGETED AMOUNTS.

WHEREAS, the Parks, Recreation, and Beautification FY21 Leave Account does not have sufficient funds to cover leave allowances; and,

WHEREAS, this deficit is due to leave cash-in amounts above what was expected and budgeted; and,

WHEREAS, there are sufficient funds in the Parks, Recreation and Beautification Repair and Maintenance account to supplement the leave account; and,

WHEREAS, the budget transfer is in the best interest of the City.

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

Section 1. That the following budget transfer is authorized in the General Fund – Parks, Recreation and Beautification Department:

General Fund - Parks, Recreation and Beautification Department

Decrease:

Repair and Maintenance \$(6,800)

Increase:

Leave \$6,800


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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16th day of June, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 7, 2021
SUBJECT: **Resolution 2021 – 41 Leave Account Shortage**

Please find attached Resolution 2021-41 authorizing a budget transfer within the Parks, Recreation and Beautification Department to supplement the Leave Account.

The reason for this shortage is due to an employee leave cash-in is in excess of expected and budgeted amounts.

There are sufficient funds in the Parks, Recreation and Beautification Repair & Maintenance account to cover this transfer. The Department originally budgeted \$6,500 to have two concrete dugout slabs replaced at the adult ballfields. However, the league has identified a contractor willing to provide a pour over of the existing slabs and donate labor costs.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021 - 42

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING AN EQUIPMENT PURCHASE AGREEMENT AND ISSUANCE OF A PURCHASE ORDER FOR THE NEW REPLACEMENT SLUDGE PRESS AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, in coordination with HDL Engineering Consultants operating under a term service agreement, Task 4 under that term agreement provides for professional engineering services for the replacement of the Wastewater Treatment Plant sludge press; and,

WHEREAS, on April 27, 2021 a formal Request for Proposals was released to determine available offerings from equipment manufacturers with proposals due on May 25, 2021; and

WHEREAS, four proposals were received, scoring as detailed below:

Company Name	Evaluation Score
Andritz Corporation	288
Schwing BioSet	248
BDP Industries	239
FKC Co Ltd	249

; and,

WHEREAS, Andritz Corporation was determined to be the successful proposer with an equipment cost of \$276,200; and

WHEREAS, additional contingency funds of approximately 3% are also being requested for a total allowable purchase order in the amount of \$285,000 to allow for any fluctuations in freight charges; and,

WHEREAS, the equipment is anticipated to take six months to manufacture and deliver; and,

WHEREAS, this is a high priority project for the department as identified within the Capital Improvement Plan and completion of this purchase is in the best interest of the City.

WHEREAS, funding for this purchase has been provided through Council's passage of Ordinance 3188-2021, and the costs are within anticipated budgeted amounts.

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

Section 1. That the Kenai City Council authorizes the Award of an Equipment Purchase Agreement to Andritz Corporation in the amount of \$276,200 for the purchase of a new sludge press and appurtenances.

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Resolution No. 2021-42
Page 2 of 2

Section 2. That the Kenai City Council authorizes the City Manager to issue a Purchase Order to Andritz Corporation in the amount of \$285,000 which includes available contingency funding.


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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 9, 2021
SUBJECT: **Resolution 2021-42**

The purpose of this memo is to request Council's Support of Resolution 2021-42 for the purchase of a new sludge press from the Andritz Corporation for the Wastewater Treatment Plant. This purchase will replace the original belt press that has been in service now for 40 years. This is a high priority project for the department.

The sludge press is an integral piece of equipment to the facility's operation. The equipment removes solids from the digester, compresses them to remove moisture, and then loads the material for transport to the Central Peninsula Landfill. This process takes place periodically throughout the week routinely in order to maintain available space within the digester. If this process were delayed or interrupted due to equipment failure, staff would not be able to comply with our discharge permitting requirements.

The Successful Proposer, Andritz Corporation, has extensive experience in this field. Their proposal was the highest scoring and also the lowest overall cost of the four units proposed. Unit prices ranged from \$276,200 to \$305,900 for the four proposals received.

The newer technology is expected to provide some cost savings to the department with more efficient process control resulting in lower utility costs as well as providing for a dryer sludge which ultimately weighs less, resulting in lower disposal fees from Central Peninsula Landfill. Additionally, savings from lower maintenance costs resulting from fewer staff efforts required to keep the existing equipment operational are expected. The largest benefit to the City however will be in operational reliability, in knowing the equipment will work when needed.

Photos of the proposed new equipment as well as the existing belt press are provided below.

Council's support is respectfully requested.





New Sludge Screw Press



Existing Sludge Belt Press





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021 - 43

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING BUDGET TRANSFERS IN THE GENERAL FUND – STREET AND BUILDING DEPARTMENTS AND THE WATER AND SEWER FUND – WASTEWATER TREATMENT PLANT DEPARTMENT TO ACCOUNT FOR UNANTICIPATED EXPENDITURES.

WHEREAS, as fiscal year end approaches the Public Works Department is addressing some unanticipated budgetary concerns; and

WHEREAS, the Streets Department budget had originally anticipated auctioning off two existing graders and replacing them with two newer graders to be leased for five months of the year to provide for winter service operations; and,

WHEREAS, based on the bids received, leasing of the equipment was not in the best interest of the City and the Department is now in the process of purchasing one new grader; and,

WHEREAS, as the existing graders remained in service through the previous winter season a payment should be made to the equipment replacement fund in the amount of \$22,810; and,

WHEREAS, this proposed budget transfer addresses this shortfall; and

WHEREAS, within the Buildings Department, with the recent departure of the Building Official, there is an approximately \$7,100 deficit due to leave cashed out, with this proposed budget transfer addressing that shortfall; and,

WHEREAS, within the Wastewater Treatment Plant budget overtime exceeded budgeted amounts by approximately \$6,000 due to work restrictions resulting from COVID; and

WHEREAS, one member of staff in a high risk category worked from home while the remaining two employees were required to cover a seven day work week rotation, requiring additional weekend hours as a result and this proposed budget transfer addresses that shortfall.

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

Section 1. That the following budget transfer is authorized in the General Fund- Streets Department:

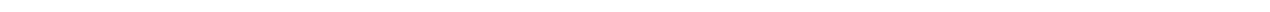
General Fund – Streets Department

Decrease Appropriations:

Rentals \$(22,810)

Increase Appropriations:

Equipment Fund Payments \$ 22,810



Section 2. That the following budget transfer is authorized in the General Fund – Buildings Department:

General Fund – Buildings Department	
Decrease Appropriations:	
Professional Services	<u>\$(7,100)</u>
Increase Appropriations:	
Leave	<u>\$ 7,100</u>

Section 3. That the following budget transfer is authorized in the Water & Sewer Fund - Wastewater Treatment Plant Department:

Water Sewer Fund – Wastewater Treatment Plant Department	
Decrease Appropriations:	
Machinery & Equipment	<u>\$(6,000)</u>
Increase Appropriations:	
Overtime	<u>\$ 6,000</u>


Section 4. That this Resolution takes effect immediately upon adoption.

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16th day of June, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 9, 2021
SUBJECT: **Resolution 2021-43**

The purpose of this memo is to request Council's Support of Resolution 2021-43 which provides budget transfers for the Public Works Department. As fiscal year end approaches, several accounts had unanticipated impacts, this Resolution is intended to clarify and resolve those variances.

For the Streets Department, two existing graders that provide for snow removal and gravel road grading, were not successfully replaced with intended leased units. The Department has recently received Council approval to purchase one new unit through the State of Alaska procurement contract. As the existing equipment remained in service last season, a payment to the Equipment Replacement Fund would typically be provided for. This resolution will transfer \$22,810 from the Streets Rentals account over to the Equipment Replacement Fund to correct that.

For the Buildings Department, the budget variance is the result of the Building Official resigning from the position and the resulting payout of all leave that individual had earned to date. A transfer of \$7,100 in available funds from the Buildings Professional Services Account to leave will resolve this concern.

Within the Wastewater Treatment Plant Department additional overtime resulted from staff limitations resulting from COVID. One at risk staff member was able to work remotely from home, however as routine daily labs are required, the other two members of staff covered a seven day work week schedule to maintain operational compliance at the plant. This resulted in weekend work often going into overtime. A transfer of \$6,000 from the Wastewater Machinery & Equipment account to Overtime will resolve this concern.

Council's support is respectfully requested.





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE CITY MANAGER TO EXTEND THE RESTAURANT CONCESSION AGREEMENT IN THE KENAI MUNICIPAL AIRPORT FOR AN ADDITIONAL YEAR.

WHEREAS, on August 1, 2018, Council passed Resolution 2018-42 authorizing the City Manager to enter into a restaurant concession agreement with the Brothers' Café with an initial term of two years and an opportunity to extend for three successive one year terms pending Council approval; and,

WHEREAS, on March 6, 2019 Council passed Resolution 2019-14 authorizing the City Manager to enter into an amended concession agreement with the Brothers' Café recognizing decreased business due to the terminal rehabilitation project; and,

WHEREAS, on December 4, 2019, Council passed Resolution 2019-78 authorizing the City Manager to enter into an amended concession agreement with the Brothers' Café recognizing a necessary business closure due to the terminal rehabilitation project; and,

WHEREAS, on June 3, 2020 Council passed Resolution 2020-34 authorizing the first one year extension of the agreement until June 30, 2021; and,

WHEREAS, on December 16, 2020, Council passed Resolution 2020-94, further adjusting the fee arrangement with Brother's Café; and,

WHEREAS, the City of Kenai and Brother's Café both desire to extend Agreement for the second one year extension; and,

WHEREAS, at its regular meeting of June 10, 2021 the Airport Commission recommended Council approve a further one year extension; and,

WHEREAS, it is in the best interest of the City of Kenai to authorize the City Manager to extend the term of the agreement for one additional year pursuant to ARTICLE II of the Restaurant Concession Agreement as Brother's Café provides a valuable service to the Airport.

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 Fourth Amendment to the Restaurant Concession Agreement with the Brothers Café, extending the term of the Agreement for the period of July 1, 2021 and ending June 30, 2022.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Erica Brincefield, Assistant to Airport Manager

DATE: June 8, 2021

SUBJECT: **Resolution 2021-44 – Extend Restaurant Concession Agreement**

James and Zachary Hamilton, Situla, LLC (d/b/a) Brothers Café) request an extension of the Restaurant Concession Agreement for the second successive one-year term.

The Airport Commission reviewed the request at its June 10, 2021 meeting and unanimously recommends that Council approve the Fourth Amendment to the Restaurant Concession Agreement extending the Agreement for another year.

Thank you for your consideration.

Attachment

**FOURTH AMENDMENT TO CITY OF KENAI MUNICIPAL AIRPORT
RESTAURANT CONCESSION AGREEMENT**

James Hamilton and **Zachary Hamilton**, Co-Owners (Concessionaire), Situla LLC (d/b/a/ Brother’s Cafe, 1510 Kittiwake CT, Kenai, Alaska 99611, and the **CITY OF KENAI**, a municipal corporation, organized and existing under the laws of the State of Alaska (City), 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611, entered into a contract for restaurant concession services at the Kenai Airport, beginning August 2, 2018.

Whereas: on August 1, 2018, the Kenai City Council adopted Resolution 2018-42, authorizing the City Manager to enter into a Restaurant Concession Agreement with Concessionaire; and,

Whereas: on March 6, 2019, the Kenai City Council adopted Resolution 2019-14, authorizing the City Manager to amend the Agreement with Concessionaire to reflect a temporary adjustment to the fees and payments due; and,

Whereas: on June 3, 2020 the Kenai City Council adopted Resolution 2020-34 authorizing the City Manager to extend the Agreement through June 30, 2021; and,

Whereas: on December 16, 2020 the Kenai City Council adopted Resolution 2020-94 authorizing an additional change to the fee structure of the Agreement; and,

Whereas: pursuant to Article II of the Agreement, the City and Concessionaire mutually desire and agree to extend the Agreement for the second successive one-year term.

Now, therefore, the City of Kenai and Concessionaire agree as follows:

- 1. Pursuant to Article II of the Restaurant Concession Agreement for the Kenai Municipal Airport, this Agreement is extended for the second one-year term extension beginning on July 1, 2021 and ending on June 30, 2022.
- 2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

LESSOR:

CITY OF KENAI

Paul Ostrander, City Manager

CONCESSIONAIRE:

Situla LLC (d/b/a/ Brother's Café)

Situla LLC (d/b/a/ Brother's Café)

James Hamilton – Co-Owner

Zachary Hamilton – Co-Owner

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, James Hamilton, Co-Owner, Situla LLC (d/b/a/ Brother's Café), being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said Corporation.

Notary Public for Alaska
My Commission Expires:_____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, Zachary Hamilton, Co-Owner, Situla LLC (d/b/a/ Brother's Café), being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said Corporation.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, personally appeared before me, **PAUL OSTRANDER**, known to me and to me known to be the City Manager of the City of Kenai, Alaska, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed on behalf of the City of Kenai, for the uses and purposes set forth and with full authority of the City of Kenai to do so.

Notary Public for Alaska
My Commission Expires: _____

Approved by Kenai City Council on _____

Approved as to lease form by City Attorney _____

Approved by Finance Director _____

Approved by City Manager _____



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE TERMINATION OF THE FACILITY MANAGEMENT SERVICES AGREEMENT FOR THE KENAI RECREATIONAL CENTER WITH THE BOYS AND GIRLS CLUB OF THE KENAI PENINSULA, AND AUTHORIZING A NEW AGREEMENT WITH BOYS AND GIRLS CLUB OF THE KENAI PENINSULA TO OPERATE THE TEEN CENTER AT THE KENAI RECREATION CENTER.

WHEREAS, the City of Kenai and Boys and Girls Club of the Kenai Peninsula have an Agreement in place whereby the Boys and Girls Club manages the Kenai Recreation Center including the Teen Center in the upstairs portion of the facility; and,

WHEREAS, the City and Boys and Girls Club agree that it is in their mutual best interest for the City to resume management of the Kenai Recreation Center beginning July 1, 2021, with the exception of the Teen Center which is best managed by the Boys and Girls Club; and,

WHEREAS, the Teen Center will continue to provide a safe supervised environment for teens in the community with numerous educational and training programs; and,

WHEREAS, to facilitate this transition, the City and Boys and Girls Club agree to mutually terminate the existing Agreement for the Boys and Girls Club to manage the Recreation Center, and execute a new Agreement for the Boys and Girls Club to utilize space in the Recreation Center to operate the Teen Center; and,

WHEREAS, the Agreement recognizes that the Teen Center is a program of the Boys and Girls Club, and is not a service provided on behalf of the City, however, the Agreement acknowledges that the City has provided a \$10,000 grant each year to support reduced membership costs for teens to participate, and that this grant funding is intended to continue annually subject to Council appropriation and availability of funds; and,

WHEREAS, in recognition of the benefit the Teen Center provides to the local community, the City is not charging a fee for the use of the space in the Kenai Recreation Center; and,

WHEREAS, the termination of the existing Agreement between the City and Boys and Girls Club to manage the Kenai Recreation Center and execution of a new Agreement for the Boys and Girls Club to utilize space in the Recreational Center to operate a Teen Center is in the best interest of both parties and serves the public's interest.

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

Section 1. The Council authorizes the City Manager to terminate the existing Agreement with the Boys and Girls Club of the Kenai Peninsula to manage the Kenai Recreation Center and execute a new Agreement in materially the same form as attached, authorizing the Boys and Girls Club to occupy space in the Kenai Recreation Center to operate a Teen Center.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 16th day of June, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

**AGREEMENT FOR USE OF A DESIGNATED AREA OF THE KENAI
RECREATIONAL CENTER TO OPERATE A TEEN CENTER**

THIS AGREEMENT is made this ____ day of _____ 20__, by and between the CITY OF KENAI (Owner), whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and _____ (USER), whose address is _____.

RECITALS:

Owner and User mutually desire to provide a space and services for a Teen Center to serve Teens in the upstairs area of the Kenai Recreational Center located at 227 Caviar Street in the City of Kenai for the benefit of the general public.

Owner, a home rule first class city owns and operates the Kenai Recreational Facility designed to provide services for youth and others.

User is a nonprofit organization that provides services to youth in the Kenai area.

The Owner desires to provide the space for a Teen Center without cost to the User to meet the mutual goal of the two parties to serve Teens in the community.

The User desires to provide the professional services/ management to operate the Teen Center at its cost including any available funding from the Owner.

Owner and User therefore agree as follows:

1. Definitions. For this Agreement, the following definitions apply:

A. "Council" means the Kenai City Council.

B. "Teen Center" means the upstairs portion of the Kenai Recreation Center located at 227 Caviar Street in Kenai, Alaska operated to serve Teens and other youth in the community. The Teen Center will be open to all users of appropriate age.

C. "Management" or "management services" means performing all work to operate and provide the services and reports required by this Agreement and all work necessary to support the provision of the Teen Center, including but not limited to, supervision of staff, supervision and control of participants using the Teen Center and accessing any programs, providing appropriate recreational, education, and cultural programs for the users.

D. "Owner" or "City" means the City of Kenai.

E. "User" means the Boys and Girls Club of the Kenai Peninsula.

2. Term.

The term of this Agreement shall begin on July 1, 2021, and end on June 30, 2024. This Agreement may be extended for one additional two-year term upon mutual written consent of Owner and User. User shall notify Owner in writing no less than 180 days before the end of the remaining term of this Agreement if User desires to extend the Agreement for any additional term. Neither party has any obligation to agree to extend the initial term of this Agreement.

3. Compensation.

A. Owner shall provide User an annual grant of \$10,000 per contract year (July 1 to June 30) subject to appropriation and availability of funds for management of the Teen Center, including the provision of recreational, educational, cultural, and leisure services and activities at the Teen Center. Owner will provide the contribution in one lump sum. The intent of this contribution is to provide for reduced cost of annual memberships to members of the Kenai Teen Center.

B. Except as may otherwise be stated in this Agreement, Owner will not provide any additional compensation, payment, service, or other thing of value to User in connection with performance of its obligations under this Agreement. User's overhead and other indirect or direct costs User may incur in the performing its obligations under this Agreement have already been included in computation of User's fee and may not be separately charged to the Owner.

C. Subject to Appropriation. User recognizes that the City of Kenai's Grant for its management services of the Teen Center requires the Council to annually appropriate funds. The obligation of Owner to provide grant funding under this Agreement is subject to the availability of funds lawfully appropriated for that purpose by the Council. The termination of this Agreement due to fiscal necessity and/or non-appropriation of funds by Owner shall not constitute a breach or default of Owner. In the event of a non-appropriation of funds, Owner may terminate this Agreement under Section #16(B), below, however termination shall not be subject to 60 days' notice. Instead, Owner shall give reasonable advance notice of non-appropriation as soon as practicable but in no case shall notice be less than ten days in advance of the effective termination date.

D. Termination. Upon termination, any alteration or renovation to the Teen Center approved by Owner in writing, user will be reimbursed at fair market value or actual cost as reported to Owner (whichever is less) unless the parties have previously otherwise agreed. If necessary, fair market value of such improvements will be determined by a professional appraiser. The appraiser will be selected jointly by the parties and the appraisal fee will be split equally.

4. Independent User; No Agency. User's relationship with Owner shall be that of an independent User with the authority to control and direct the performance of the details of the management services that are the subject of this Agreement. Nothing

contained in this Agreement shall be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and User. User is not the agent of Owner and User is not authorized to make any representation, contract, or commitment on behalf of Owner.

5. Scope of Services—General Obligations of User.

A. Yearly Operation. Teen Center Management services shall be a year-round function of User to carry out its Operations Plan. User shall perform the management work and all services on an as needed/scheduled basis as determined by User (except where specifically identified below).

B. Services. User shall provide recreational, educational, cultural, and leisure programs and services at the Teen Center.

C. Concessions. User will provide, at its own expense, other recreational, educational, cultural, or leisure services to the general public that are not inconsistent with this Agreement. User shall have the exclusive right to operate concessions in the Teen Center. User is responsible for defining said services and coordinating all aspects of service offerings, whether required under this Agreement or offered as an additional concession of User.

D. Fees. User may charge a fee approved by the City for use of the Teen Center. Fees charged for participation in any programs and/or services it provides unless otherwise specified in this Agreement are to be consistent with fees charged within the User's programming in other programs, and must offer scholarship opportunities for disadvantaged youth. Any fees charged by User for any purpose must not discourage age appropriate public use of the Teen Center and should be consistent with fees charged for similar services at other municipal teen centers.

E. Public Teen Center. The programs provided in the Teen Center must be generally available to the public. User may not restrict appropriate age group public participation at the Teen Center and may not restrict public access for appropriate use of the Teen Center.

F. Employees. It is User's duty to train User's employees in order to provide the management services at the Teen Center. The management services shall be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards. The manner in which these services are performed shall be determined by User. User shall pay all salaries and expenses of, and pay all federal social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to, User's employees.

G. Permits, Licenses, and Certificates. User shall obtain and maintain all necessary licenses and permits; comply with the requirements of all permits; pay all taxes lawfully imposed on User's business; and pay any other fee or charge assessed under

any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to User, paying all taxes and filing all documents necessary to maintain User's status as a corporate entity in good standing in the State of Alaska.

H. Taxes and Assessments. User shall pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. User shall collect and pay any and all gross receipts, compensation, transaction, sales, use, payroll, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid to User or to User's employees or Users under or arising out of this Agreement.

6. Scope of Services—Specific Performance Requirements.

A. Specific Activities Required. Unless Owner (as approved by the Council) requests termination of a service, User shall provide the following services at the Teen Center on a regularly-scheduled basis:

(User will provide Owner with a description of how User intends to provide these services in its Annual Operations Plan.)

B. Operating Hours; Calendar. User will maintain daily, monthly and annual schedules of services and activities held at the Teen Center and shall provide public access to this schedule. User shall operate the Teen Center according to this published schedule.

C. Teen Center Membership. User agrees to provide a discounted cost for membership to the Teen Center located in the Teen Center. The annual membership fee is not to exceed \$65 per year, per child provided that Owner provides User with a \$10,000 annual grant for this purpose as described above. Additional program fees, (e.g., day camp services for tweens aged (11-14) youth are not included in this subsection of this Agreement.

D. Revenues. User shall collect all revenues generated at the Teen Center and shall use generally-accepted accounting principles and appropriate internal controls for its accounting activities. User agrees that Owner shall not be liable or responsible for funding any deficits or delinquencies owed to User other than the payments required under Section #3 of this Agreement.

User will collect and retain all fees and charges for programs, and services.

E. Repairs. User bears the responsibility for the cost of repairs of the Teen Center or its internal components and equipment due to any damage or breakage caused

by the negligence or intentional act of the User or of a client during operating hours of the Teen Center. User is responsible for the maintenance and repair of the Teen Center equipment, e.g., pool tables and User owned/supplied equipment.

F. Janitorial; Appearance. User shall keep the Teen Center in a clean and sanitary condition. User shall pay for and provide all janitorial services and supplies required to keep the Teen Center clean and presentable. User shall not permit any garbage or other refuse to accumulate in the Teen Center or on the grounds surrounding the Teen Center. The User is also responsible for removal of snow from the sidewalk in front of the Users entry to the Teen Center as well as the back exit area from the Teen Center.

G. Security. User will take all reasonable precautions to prevent unauthorized entry into the Teen Center, including the placing of signs or other devices intended to deter or restrict such entry. User shall develop and follow policies and procedures relating to issuing keys, handling cash and deposits, opening and closing, and dealing with difficult patrons.

a. Security Systems

The video surveillance system located in the equipment closet in the Owner's facility located downstairs is to be accessible by request of the Boys & Girls Club CEO and Teen Center Unit Director in the event there is a need for its video recordings.

In the event the system is down or not working properly, the Owner will notify the User so they may locate and secure video surveillance systems of their own to adhere to their safety standards.

7. User's Reporting and Planning Requirements.

A. Annual Operations Plan. No later than January 1 of each year, User shall provide Owner with an Annual Operations Plan. User shall work with the City Manager to assure the Annual Operations Plan meets the requirements and expectations of Owner. The plan should contain, at a minimum, the following:

- i. a safety and security plan;
- ii. a Teen Center use plan for the Teen Center that includes days of operation and hours open;
- iii. a list of rules governing the public's use of the Teen Center;
- iv. a program schedule;
- v. a staffing plan; and
- vi. a prioritized list of recommended Capital Improvement Expenditures with justification.

B. Teen Center Annual Operating Budget. No later than January 1 of each year, the User will submit to Owner its Annual Operating Budget. The budget should include all projected and the prior year's actual operating and capital costs for the Teen Center, including a projected income and expense statement and a projected year-end balance sheet. The budget must also include detailed projections of revenues by category and source; operating expenses by category; and administrative and general expenses to User in managing the Teen Center.

C. Semi-Annual and Annual Reports. User will submit to Owner a semi-annual (twice yearly) report identifying usage of the Teen Center. These reports shall include categorization of usage by age group of user; a categorization of usage of the Teen Center; an updated inventory of Owner's equipment and furnishings purchased; and, a detailed description, including costs, for equipment needing to be replaced. User must submit the semi-annual report on or before January 1 and July 1 of each year of this Agreement beginning January 1, 2022.

8. Owner's Obligations. Owner shall perform the following functions or provide the following materials related to the Teen Center:

A. Operations and Maintenance Costs. Owner is responsible for maintenance and repair of the Teen Center required by normal wear and tear. Owner will perform routine maintenance on all incorporated systems in the Teen Center including fire suppression and alarm systems, electrical systems, mechanical systems, plumbing systems, and HVAC. User must notify the City's Public Works Department, Attention: Building Maintenance, for "Requests for Service of Repairs" on forms, or in a manner as requested by Owner. The City's Work Order Request Form, attached as Exhibit B is the form that User should use to request maintenance. This duty of Owner does not extend to maintenance on a system required due to User's failure to properly supervise and manage the Teen Center during business hours (for example, vandalism in the Teen Center during schedule working hours).

B. Utilities. Owner shall pay the following utility costs for the Teen Center: water, sewer, electrical, natural gas, telephone service (excluding long-distance, conference call, and other extraordinary phone charges).

C. Snow Removal. Owner is responsible for snow removal from the parking lot of the Teen Center.

D. Grounds Keeping. Owner shall maintain the grounds on the exterior of the Teen Center, subject to User's obligation to keep the grounds of the Teen Center free of garbage and refuse.

E. Equipment Replacement. Owner is responsible for the replacement of Owner-owned equipment as necessary due to normal wear and tear of the equipment.

F. **Insurance.** Owner shall provide Broad-Form Property Damage Insurance for the Teen Center.

9. Ownership of Equipment and Furnishings.

A. Owner recognizes that User will from time-to-time purchase equipment and furnishings to accomplish the work and provide the management services required and the concessions allowed under this Agreement. Equipment and furnishings purchased with User funds shall be the sole property of User. Equipment and furnishings donated to User shall be the sole property of User.

B. With the exception of pass-through grants administered by Owner, equipment and furnishings purchased with Owner funds or with any funds provided by grants from Owner shall be the sole property of Owner, unless otherwise stated in a written agreement. User will mark and inventory this Owner property and provide Owner with a copy of the inventory with its semi-annual reports.

C. Prior to occupying the Teen Center, User and Owner will conduct a walkthrough to investigate conditions of the Teen Center and equipment inside the Teen Center.

10. Alterations and Renovations. User may not make any alterations or renovations to the Teen Center without the prior written consent of Owner. User shall provide Owner with an actual cost report within ten days of completion of any alteration or renovation project.

11. Signs. User may not place or erect poles, lights or devices on the exterior of the Teen Center or the curtilage or on adjacent property without the prior written consent of Owner.

12. Fundraising. Fundraising using the name of, or on behalf of, the City of Kenai or the Kenai Recreation Center must be approved in advance in writing by the City of Kenai.

13. Insurance.

A. User shall, at User's own expense, secure and maintain the following insurance:

- i. comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- ii. worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045

(User is responsible for worker's compensation insurance for any subUser who directly or indirectly provides services under the Agreement); and,

- iii. comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If User's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

B. All insurance required by this Section #13 shall meet the following additional requirements:

- i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. for worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best. Insurance policies must remain in compliance with the User's affiliation requirements with the Boys & Girls Club of America.

C. User shall submit to Owner proof of 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. The effective date of the insurance will be no later than the first day of the term of this Agreement.

D. The indemnification and insurance coverage requirements stated in this Section #13 and in Section #14 below do not relieve User of any other obligation under this Agreement.

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

14. Indemnity, Defend, and Hold Harmless Agreement. User shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of User or User's employees, agents, or invitees arising out of User's performance of services under this Agreement, except to the extent any negligence of Owner or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against User and Owner, User and Owner shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

15. Notice of Accident, Injury, or Claims.

A. Each party shall give to the other prompt and timely written notice of any claim made or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party.

B. User shall report all incidents of accident or injury promptly in writing to the City Manager for Kenai.

16. Termination.

A. For Cause. If either party fails to perform any of the terms, conditions, covenants, or obligations under this Agreement, the other party may terminate this Agreement. As a condition of the exercise of the right of termination, the terminating party must notify the other party in writing of its intent to terminate, stating with reasonable specificity the reasons for termination for cause. Upon receiving this written notice, the other party will have 30 calendar days to cure the default(s). If the other party fails to cure all defaults to the satisfaction of the other party within thirty 30 days, the party may declare the Agreement terminated.

B. Termination for Convenience of the City. Owner may terminate this Agreement at any time by giving written notice to User of its intent to terminate. Owner shall provide User with at least 60 days' advance notice of its election to terminate for its convenience. All finished or unfinished documents, surveys, reports, and/or other material prepared by User under this Agreement are the property of Owner and User hereby agrees to peaceably return all such items to Owner by or upon the effective date of termination and as may be further instructed by Owner. User shall be entitled to receive compensation for services rendered up to and through the date of termination.

17. Duties Upon Termination.

A. Upon termination of this Agreement under Section #16(A), Owner may take immediate possession of the Teen Center.

B. Upon termination of this Agreement under Section #16(B), including termination due to non-appropriation of funds by the Council, there shall be a transition period of not greater than 90 days with regard to the removal of User's property from the Teen Center. If User fails to vacate upon expiration of the transition period, the City may remove and store the property at User's expense or store the equipment at the Teen Center and charge User a reasonable storage fee.

C. User shall deliver to the Manager all documents, records, work products, materials and equipment of Owner and requested by the Manager.

18. Records and Right to Audit.

A. User agrees to keep reliable accounting records and to prepare annual financial statements in accordance with generally accepted accounting principles.

B. User shall make available to Owner for audit, examination, and copying, all of User's records with respect to all matters covered by this Agreement continuing for a period ending six years after the date of expiration or termination. These records include, but are not limited to financial statements, ledgers, invoices, inventories, reports, employment Agreements and other contracts related to User's provision of services under this Agreement. User shall make available for examination all such records, and in such form as the City may reasonably require, at any time during Owner's normal business hours. User shall make such records available to Owner upon ten business days' notice, except in the case of emergency where User shall make such records available immediately.

C. In performing audits and investigations, Owner shall not unduly interfere with the ability of User to perform its duties under this Agreement.

19. Right of Entry. Owner, its officers, employees, agents, and representatives may enter the Teen Center during operating hours to make inspection of the Teen Center and/or to perform maintenance activities. Owner agrees to adhere to safety requirements regarding the youth in the Teen Center while youth are present and during operating hours. Owner will make reasonable attempts to notify User if it requires emergency entry after operating hours.

20. No Discrimination. User shall not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. User recognizes the right of Owner to take any action necessary to enforce this requirement.

21. Administration of this Agreement.

A. The City Manager is the representative of the City in administering this Agreement.

B. User is responsible for the direct supervision of User's personnel through User's designated representative, and such representative shall in turn be available at all reasonable times to confer with the Owner's representative with respect to the services. The designated representative for User is Jered Moore, Alice Nesbitt, or the Acting Kenai Teen Center Unit Director Employee. In the event that User's representative is unable to continue to serve as User's representative, User shall appoint a successor subject to a written approval of the Owner.

22. Notices. Any notice or communication required or permitted under this Agreement shall be in writing, addressed to the appropriate party at the address given below for the type of delivery, and given personally, by certified mail (return receipt requested), or by electronic mail. Notice by facsimile will NOT be accepted. All notices shall be effective upon the date of receipt, except if the notice or communication is received after 5:00 p.m. on a business day, or on a day that is not a business day of the receiving party, and then the notice or communication is deemed received at 8:00 a.m. on the next business day.

Owner: City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611
Attn: City Manager
Email: postrander@kenai.city

User: Boys & Girls Club of the Kenai Peninsula _____
705 Frontage Road, Suite B _____
Kenai, AK 99611 _____
ATTN: Rachel Chaffee _____
Email: rchaffee@bgckp.com, anesbitt@bgckp.com

Either party may change its address for notice by giving notice as provided herein to the other party.

23. Miscellaneous Provisions.

A. No Lease. This Agreement does not lease, rent, or otherwise convey any land or interest in real property or in the Teen Center or personal property of Owner's and in the Teen Center to User.

B. Compliance with Laws. In performing its obligations, User will comply with all laws, ordinances, and regulations of duly-constituted public authorities now or later enacted.

C. Assignment and Subcontract. User shall not assign, subcontract, and/or transfer any right, obligation, or part of the services or work to be performed under this Agreement without prior written approval of the Owner. Any such assignment or transfer

or subcontracting of services without the consent of Owner shall constitute a default of User.

D. Assumption of Risk. User shall provide all proper safeguards and assume all risks incurred in performing the services.

E. No Waiver. If Owner does not insist in any one or more instances on the strict performance by User of any requirement under this Agreement, it is not a waiver or relinquishment for the future, but the requirement will continue in full force. An Owner waiver of any provision or requirement in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.

F. Integration and Modification. This Agreement contains the entire Agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party, are merged and integrated into this Agreement. This Agreement may not be modified except in writing signed by both parties.

G. Applicable Law/Venue. In any dispute between the parties, the laws of the State of Alaska shall govern. If any such dispute results in a lawsuit, the parties will bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

H. Attorney's Fees and Costs. In the event that either party is in default in the performance of any of its obligations under this Agreement and any legal proceeding including arbitration is brought, the defaulting party shall pay to the other all actual costs and all expenses incurred in the action, including actual, reasonable attorney's fees.

I. Remedies. No right or remedy here conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given, or now or later existing at law or in equity or by statute.

J. Rules of Interpretation. Headings of Sections are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.

K. Computation of Time. If any due date for a report or notice required under this Agreement falls on a weekend or on a City of Kenai holiday, the report or notice will be timely if filed with Owner on the next regular business day.

L. Validity of Parts. If any term, condition, or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

M. Authority. User represents that User has read this Agreement and User agrees to be bound by its terms and conditions and that the person signing this Agreement is duly authorized to bind User.

N. Effective Date. This Agreement is effective upon the latter signature of all parties and approval by the Kenai City Council.

The parties have caused this Agreement to be executed in their respective names or by their duly authorized representatives.

CITY OF KENAI

USER

By: _____
Paul Ostrander Date
Its: City Manager

By: _____
_____ Date
Its: _____

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Paul Ostrander, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, _____ (Title) of _____ an _____ corporation, on behalf of the corporation.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

ATTEST:

City Clerk

SEAL:

APPROVED AS TO FORM:

Scott Bloom, City Attorney

**CITY OF KENAI
BUILDING MAINTENANCE
WORK ORDER REQUEST**

E-MAIL TO: building@ci.kenai.ak.us

Facility: _____ **Date:** _____

Facility Manager requesting work: _____ **Phone** _____

Contact Person: _____ **Phone** _____
(if other than requestor)

Description of Work:

TO BE COMPLETED BY BUILDING MAINTENANCE

WORK ACCOMPLISHED BY BUILDING MAINTENANCE

Remarks:

Completed by: _____ **Hours worked:** _____

Date Completed: _____ **Materials Cost:** _____

WORK ACCOMPLISHED BY SUBCONTRACTOR

Remarks:

Completed by: _____ **PO Amount:** _____

Date Completed: _____



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, Kenai City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 10, 2021
SUBJECT: **Resolution No. 2021-45**

Resolution No. 2021-45 is to request authorization to enter into a new Agreement with the Boys & Girls Club of the Kenai Peninsula.

The current Agreement between the City of Kenai and the Boys and Girls Club authorizes the Club to manage both the Kenai Recreation Center and the Kenai Teen Center. However, both parties agree that it is mutually beneficial to terminate the existing Agreement and execute a new Agreement allowing for the City to assume management of the recreation center and the Boys and Girls Club to continue managing the Teen Center.

Under this new Agreement, the City will assume management of the Kenai Recreation Center July 1, 2021 with the exception of the upstairs portion (Teen Center) of the facility.

Thank you for your consideration.

**KENAI CITY COUNCIL – REGULAR MEETING
JUNE 2, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR BRIAN GABRIEL, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on June 2, 2021, in City Hall Council Chambers, Kenai, AK. Mayor Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Brian Gabriel, Mayor	Robert Molloy
Henry Knackstedt	Teea Winger
Jim Glendening	Glenese Pettey
Victoria Askin (via Electronic Participation)	

A quorum was present.

Also in attendance were:

Terry Eubank, Acting City Manager
Scott Bloom, City Attorney
Jamie Heinz, City Clerk

3. Agenda Approval

MOTION:

Vice Mayor Molloy **MOVED** to approve the agenda and requested **UNANIMOUS CONSENT**. Council Member Knackstedt **SECONDED** the motion.

VOTE: There being no objections, **SO ORDERED**.

4. Consent Agenda

MOTION:

Council Member Knackstedt **MOVED** to approve the consent agenda and requested **UNANIMOUS CONSENT**. Vice Mayor Molloy **SECONDED** the motion.

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

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

VOTE: There being no objections, **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 PUBLIC COMMENTS

1. Robert Ruffner - Cook Inlet Fisheries Update

Robert Ruffner, a consultant to the Alaskan Salmon Alliance, discussed the recent actions which affect the fisheries of the Cook Inlet Exclusive Economic Zone. He noted that there is an amendment being proposed, and requested that Council submit public comments regarding it.

C. UNSCHEDULED PUBLIC COMMENTS

D. PUBLIC HEARINGS

- 1. Ordinance No. 3214-2021 - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and the Airport Snow Removal Equipment Capital Project Funds to Provide Supplemental Funding for the Replacement of the Wide-Area Tractor and Mower. (Administration)**

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3214-2021 and Vice Mayor Molloy **SECONDED** the motion.

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

VOTE:

YEA: Gabriel, Pettey, Knackstedt, Glendening, Molloy, Winger, Askin
NAY:

MOTION PASSED UNANIMOUSLY.

- 2. Ordinance No. 3215-2021 - Increasing Estimated Revenues and Appropriations in the Water and Sewer Special Revenue and Water and Sewer Capital Projects Funds to Provide Supplemental Funding for the Wellhouse #1 Relocation Project and Authorizing the Issuance of a Contract for the Project. (Administration)**

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3215-2021 and Council Member Glendening **SECONDED** the motion.

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

Clarification was provided that Wellhouse 1 was damaged through earthquake activity, which has compromised the foundation of the building, and caused the old production well casing to shift. This legislation will appropriate funding from the City's insurance to relocate the well at a new location, and it was noted that the old building would be repurposed and the existing structures there would be decommissioned.

VOTE:

YEA: Pettey, Knackstedt, Glendening, Molloy, Winger, Askin, Gabriel
 NAY:

MOTION PASSED UNANIMOUSLY.

3. **Ordinance No. 3216-2021** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Terminal Improvement Capital Project Fund to Provide Additional Local Share to the Terminal Rehabilitation Project and to Provide Funding to Install Wireless Internet Service for the Public. (Administration)

MOTION:

Vice Mayor Molloy **MOVED** to enact Ordinance No. 3216-2021 and Council Member Knackstedt **SECONDED** the motion.

Mayor Gabriel 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 wireless service will be available inside the facility, and is not intended to provide access outside the building. The bandwidth will be the same quality as all City facilities, and most of the costs are related to equipment.

VOTE:

YEA: Knackstedt, Glendening, Molloy, Winger, Askin, Gabriel, Pettey
 NAY:

MOTION PASSED UNANIMOUSLY.

4. **Resolution No. 2021-35** - Awarding a Professional Services Agreement and Issuing a Purchase Order for Design Services for the Kenai Bluff Stabilization Project. (Administration)

MOTION:

Vice Mayor Molloy **MOVED** to adopt Resolution No. 2021-35 and Council Member Knackstedt **SECONDED** the motion.

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

Recent actions related to the progress of the Bluff Stabilization Project were reviewed, and an expected timeline was explained.

UNANIMOUS CONSENT was requested.

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

5. **Resolution No. 2021-36** - Authorizing the Purchase of a New Grader for the Streets Department through Utilization of the State of Alaska Procurement Contract and Issuance of a Purchase Order. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2021-36 and Council Member Glendening **SECONDED** the motion.

Mayor Gabriel 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 plan is to surplus two graders and purchase one grader, due to an increase in lease pricing, a vacancy in the Streets department, and the superior capabilities of the new grader, which should compensate for the reduction in graders and should not significantly impact the removal of snow.

UNANIMOUS CONSENT was requested.

Further clarification was provided on the implements that are needed on the grader, and details on its warranty.

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

6. **Resolution No. 2021-37** - Approving an Amendment to a Lease of Airport Reserve Lands Using the Standard Lease Form Between the City of Kenai and Soar International Ministries, Incorporated, for Tract A-2, General Aviation Apron Subdivision No.7. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2021-37 and Council Member Pettey **SECONDED** the motion.

Mayor Gabriel opened the floor for public comment.

Wendell Garrison, Assistant Director of SOAR International Ministries, thanked Council for considering the resolution. He explained that the Ministry has considered it deeply, conducted a feasibility study, implemented a long-term plan, and feels that this is the right step to take.

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

It was noted that this is a highly visible and valuable piece of Airport land, and Wendell Garrison's explanation of their plan moving forward is appreciated and this amendment can be made in good faith.

VOTE:

YEA: Glendening, Molloy, Winger, Askin, Gabriel, Pettey, Knackstedt

NAY:

MOTION PASSED UNANIMOUSLY.

7. **Resolution No. 2021-38** - Authorizing Contracts for Employee Health Care and Other Benefits Effective July 1, 2021. (Administration)

MOTION:

Vice Mayor Molloy **MOVED** to adopt Resolution No. 2021-38 and Council Member Knackstedt **SECONDED** the motion.

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

Clarification was provided that Administration considered alternatives to the existing benefit plan, with the number one goal of maintaining a high quality benefit package for employees. The changes in previous years' packages were reviewed, including the proposed changes to this year's benefit plan. Staff recommended selecting Premera on an interim basis, noting that they will be exploring other providers to move to in the future as the rate increases from Premera may not be sustainable in the future.

Discussion included the specifics of the rate increases for families, and an explanation of the City's Health Reimbursement Arrangement (HRA).

VOTE:

YEA: Molloy, Askin, Gabriel, Pettey, Knackstedt, Glendening

NAY: Winger

MOTION PASSED.

8. **Resolution No. 2021-39** - Authorizing Renewal of the City's Insurance Coverage with Alaska Municipal League Joint Insurance Association for July 1, 2021 through June 30, 2022. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2021-39 and Vice Mayor Molloy **SECONDED** the motion.

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

VOTE:

YEA: Winger, Askin, Gabriel, Pettey, Knackstedt, Glendening, Molloy
 NAY:

MOTION PASSED UNANIMOUSLY.

E. MINUTES

1. *Regular Meeting of May 19, 2021. (City Clerk)

Approved by the consent agenda.

F. UNFINISHED BUSINESS

G. NEW BUSINESS

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

Approved by the consent agenda.

2. ***Ordinance No. 3217-2021** - Conditionally Donating Certain City Owned Property Described as Two Approximate 1 1/4 Acre Parcels to be Subdivided from a Portion of the 72 Acre More or Less Portion of the SE 1/4 Lying East of Tract A Kenai Meadows (KPB Parcel No. 039 010 65) To Kenai Peninsula Housing Initiative for the Development of Restricted Income and Senior Housing. (Mayor Gabriel, Vice Mayor Molloy, Council Member Winger)

Introduced by the consent agenda and Public Hearing set for June 16, 2021.

3. ***Ordinance No. 3218-2021** - Accepting and Appropriating Drug Seizure Funds into the Police Small Tools Account. (Administration)

Introduced by the consent agenda and Public Hearing set for June 16, 2021.

4. ***Ordinance No. 3219-2021** - Conditionally Donating Certain City Owned Property Described as One Approximate 2 Acre Parcel to be Subdivided from a Portion of the 6.8 Acre More or Less Portion of the East of Tract 4, Baron Park Subdivision (KPB Parcel No. 045 01 035) to Triumvirate Theatre for the Development of a Theatre Facility. (Administration)

Introduced by the consent agenda and Public Hearing set for June 16, 2021.

5. ***Ordinance No. 3220-2021** - Authorizing a Tourism, Travel, and Hospitality Services Economic Stimulus Program to Benefit Certain Kenai Small Businesses and Award

of a Professional Services Agreement to the Kenai Chamber of Commerce and Visitor Center for Administration of the Program. (Administration)

Introduced by the consent agenda and Public Hearing set for June 16, 2021.

6. ***Action/Approval** - Special Use Permit to Crowley Fuels, LLC, for Aviation Fueling on the Apron Fueling Area. (Eland Conway)

Approved by the consent agenda.

7. **Discussion** - Set Board of Adjustment Hearings for Two Appeals. (City Clerk)

Clarification was provided on that two Board of Adjustment appeal applications have been received, and the meetings need to be set within 45 days or 60 days with good cause. Potential dates and conflicts in availability were discussed.

Council was advised against having both hearings at once, because although the cases are related they need to be heard separately.

It was decided a Board of Adjustment hearing would be held on July 20, 2021 to appeal PZ2021-16 approving a Conditional Use Permit (CUP) for a guide service. A separate Board of Adjustment hearing would be held on July 23, 2021 to appeal PZ2021-17 denying a Conditional Use Permit (CUP) for a lodging business.

A reminder was provided that the matter was adjudicatory in nature and the members should refrain from communicating with the applicant and the public in that regard.

Clarification was provided that the good cause for extending the meeting deadline is due to attendance/availability conflicts.

H. COMMISSION / COMMITTEE REPORTS

1. Council on Aging – No report. Next meeting June 10, 2021.
2. Airport Commission – No report. Next meeting June 10, 2021.
3. Harbor Commission – No report. Next meeting June 7, 2021.
4. Parks and Recreation Commission – Council Member Winger recognized the Parks & Recreation crew for their work on Memorial Day events and the Kenai Kite Festival. Next meeting June 3, 2021.
5. Planning and Zoning Commission – Council Member Glendening reported on the meeting of May 26, 2021. Next meeting June 9, 2021.
6. Beautification Committee – Council Member Askin noted that June 10, 2021 is Planting Day. Next meeting September 7, 2021.
7. Mini-Grant Steering Committee – No report.

I. REPORT OF THE MAYOR

Mayor Gabriel reported on the following:

- Congratulated the Kenai Peninsula Brown Bears on their playoff win;
- Attended the Kenai Kite Festival with his grandchildren, which they enjoyed despite the poor weather;
- Thanked Acting City Manager Eubank for including the mill rate history in the Council packet;
- Attended the American Legion Memorial Day events at the cemetery and Leif Hansen Memorial Park, where he provided opening comments. Noted that the events went very well.

J. ADMINISTRATION REPORTS

1. City Manager – Acting City Manager Eubank reported on the following:
 - City Manager Ostrander will return on Friday, June 4th,
 - The City of Kenai Employee Party will take place at the Kenai North Beach on June 4th at 6:00-9:00pm.
2. City Attorney – No report.
3. City Clerk – No report.

K. ADDITIONAL PUBLIC COMMENT

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

Council Member Glendening noted that he attended the American Legion Memorial Day ceremony, noting the good timing of an eagle flying overhead. He received a certificate of recognition from Senior Connections for his contribution to the 11th annual March for Meals fundraiser. He discussed the American Rescue Plan comments included in the packet, noting that it could help with the needs of our citizens and infrastructure.

Council Member Pettey noted that the Kite Festival continued into Sunday, where huge kites in Millennium Square could be seen from Bridge Access Road. Expressed sincere and heartfelt appreciation for the sacrifice of service members to our country.

Council Member Winger congratulated the Kenai River Brown Bears and other local athletes, noted the Soldotna Whaler wrestling team's "Rent-A-Wrestler" program and that the Kenai Oiler's are searching for player housing. Mentioned that she is still interested in seeing a slash pile area designated in Kenai. She attended Memorial Day events, noted that the Kenai Chamber of Commerce is in need of volunteers for 4th of July events, and that Lemonade Day is coming up. She took a moment to reflect on the tragic findings of mass graves of children in Canada.

Vice Mayor Molloy noted that he appreciated the Mayor's comments at the Memorial Day service. He also represented the City at a private event at Freedom physical therapy, noting that it was an excellent event.

Council Member Knackstedt noted that he saw kites from the Kenai Kite Festival flying at Millennium Square, and that he is looking forward to the Kenai Employee Party on Friday. Mentioned that the clock is off at Leif Hansen Memorial Park.

Council Member Askin said she hoped everyone had safe a Memorial Day holiday, which she spent with family. Thanked Administration for their diligence towards finding affordable healthcare for City employees, and thanked the City Clerk for allowing her to participate via Zoom.

L. EXECUTIVE SESSION

1. Negotiate a Settlement Agreement with Ron and Shirley Smith Regarding Utility Fees for 11440 Kenai Spur Highway Pursuant to AS 44.62.310(c)(1) a Matter of Which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City.

MOTION:

Vice Mayor Molloy **MOVED** to enter into executive session to negotiate a settlement agreement with Ron and Shirley Smith regarding utility fees for 11440 Kenai Spur Highway pursuant to AS 44.62.310(c)(1) a Matter of Which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City; and requested the attendance of City Attorney Bloom and Acting City Manager Eubank. Council Member Knackstedt **SECONDED** the motion.

VOTE:

YEA: Winger, Askin, Gabriel, Pettey, Knackstedt, Glendening, Molloy

NAY:

MOTION PASSED UNANIMOUSLY.

Council reconvened in open session and it was noted for the record that Council met in executive session to discuss utility fees and gave directions regarding the fees for 11440 Kenai Spur Highway.

M. PENDING ITEMS – None.

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Purchase Orders Between \$2,500 and \$15,000

There being no further business before the Council, the meeting was adjourned at 8:48 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of June 2, 2021.

Jamie Heinz, MMC
City Clerk

PAYMENTS OVER \$15,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: JUNE 16, 2021

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	92,796.23
REBORN AGAIN JANITORIAL	MAY SERVICES	AIRPORT	REPAIR & MAINTENANCE	4,231.25
ENSTAR NATURAL GAS	GAS USAGE	VARIOUS	UTILITIES	15,381.50

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
---------------	--------------------	----------------------	---------------	---------------------

**PURCHASE ORDERS OVER \$15,000.00 WHICH NEED COUNCIL APPROVAL
 COUNCIL MEETING OF: JUNE 16, 2021**

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
LARSEN ENGINEERING	BRYSON AVE. STORM WATER EROSION ENGINEERING	MUNICIPAL ROADWAY IMPS.	CONSTRUCTION	15,000.00
POLAR NORTH CONSTRUCTION	SITE GRADING/WATER DAMAGE REPAIRS AT REC CENTER	REC CENTER IMPS.	CONSTRUCTION	22,283.00

INCREASE OF EXISTING PURCHASE ORDER

VENDOR	DESCRIPTION	P.O. # - DEPT.	REASON	AMOUNT	TOTAL PO AMT
---------------	--------------------	-----------------------	---------------	---------------	---------------------



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin

DATE: June 9, 2021

SUBJECT: **Purchase Order for Bryson Ave Storm water Erosion Professional Services**

The purpose of this memo is to request Council’s approval of a purchase order to provide professional engineering services to address Storm water erosion issues along the bluff at Bryson Ave. The need for this project is the result of failing storm water infrastructure. The corrugated metal piping (CMP) that conveys storm water is over 50 years old. Sections of the piping as well as metal joint connections are rusting beyond repair and require replacement.

With recent runoff this spring resulting from breakup, a large area of the bluff was displaced. It is estimated that 40-50’ of bluff in this area has eroded within the last twelve months alone.

The Public Works Department solicited proposals directly to five local firms based on the emergent nature of this work to provide bid ready plans and specifications. Nelson Engineering, Wince Corthell Bryson, Larson Engineering, HDL Consultants, and McLane Consulting were all invited to provide proposals. Results of proposals received below:

Company	Proposed Cost
Larson Engineering	\$10,500 delivered in 30 days
Nelson Engineering	\$30,586 delivered in 35 days
HDL Consultants	Too busy declined to propose
Wince Corthell Bryson	Too busy declined to propose
McLane Consulting	Too busy declined to propose

Larson Engineering has provided the lowest cost and quickest delivery time proposal. They have recent similar experience within the City with the completion of the Peninsula Ave Bluff Stabilization work which is very similar in nature to this project. As such it is the Administration’s recommendation to move forward with issuance of a Purchase Order to Larson Engineering. As this project is actively evolving, staff is requesting a Purchase Order is opened in the amount of \$15,000 to allow for some contingency. The potential for the scope of work to grow with each rain event is present, as can be determined from the photos below. Funding for this work has



been provided through Council's approval of Ordinance 3146-2020 and repairs are a priority for the Department.

Council should anticipate a formal release for Construction Bids as soon as the documents are available with a future construction contract to complete the repairs later this summer.

Council's support is respectfully requested.







MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin
DATE: June 9, 2021
SUBJECT: Purchase Order for Recreation Center Repairs

The purpose of this memo is to request Council’s approval of a purchase order to perform site grading and water damage repairs at the Recreation Center. Last fall the Public Works Department utilizing in house staff removed grade that was directing water drainage toward the building. Maintenance staff provided some limited temporary weather protection to get us through winter. This purchase order will provide for contract services to complete the repair work with installation of a new 80sf retaining wall, replacement of damaged exterior siding, installation of a new drainage gallery and grass seed.

Funding is already in place for this work, utilizing remaining grant funds from State grant 15-DC-077 which is set to expire June 30, 2021. Request for Quotes was sent to four local contractors with Polar North Construction providing the lowest cost bid in the amount of \$22,283. This repair will prevent future water damages and provide for easier landscape mowing & maintenance for the Parks & Rec Department. Photo below of the affected work area. The grey area is the retaining wall, blue lines are the proposed path for water drainage to the drainage gallery, and the outlined area of the siding damage to be replaced.

Council’s support is respectfully requested.





Page 2 of 2



FISCAL YEAR 2022

**PURCHASE ORDERS OVER \$15,000.00 WHICH NEED COUNCIL APPROVAL
COUNCIL MEETING OF: JUNE 16, 2021**

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
STRYKER MEDICAL	POWER GURNEY	FIRE	MACHINERY & EQUIPMENT	19,885.22
STRYKER MEDICAL	LIFEPAK 15 ALS MONITOR	FIRE	MACHINERY & EQUIPMENT	29,850.00



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: June 8, 2021
SUBJECT: **Purchase Order to Stryker Medical**

The purpose for this memo is to request approval of the purchase order for a **LIFEPAK 15** from Stryker Medical.

Approved in FY22 for the Fire Department is the purchase of a LIFEPAK 15 V4 Advanced Cardiac Monitor. These monitors allow our fire department to provide advanced life support (ALS) and advanced care to our patients.

We currently use this brand of equipment for our ALS monitors and our AED's throughout the City are the same brand. This allows us to have no delays in care and compatibility with defibrillation patches (same connections on all units). We have been extremely happy with this brand of equipment that we have used for over 30 years, and have found them to be rugged, reliable, and low maintenance for the amount of use these particular units see.

Total cost of \$29,850

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: June 8, 2021
SUBJECT: **Purchase Order to Stryker Medical**

The purpose for this memo is to request approval of the purchase order for a power gurney from Stryker Medical.

Approved in FY22 for the Fire Department is a Stryker Power Gurney. We were able to purchase one of these Gurneys just a few months ago through our Community Funding Grant and have budgeted for another one to place on our first out ambulance. As you may recall, this was submitted in the memo for the other purchase:

(We have used stryker gurneys on our main ambulances for many years now and they have been very reliable as equipment that is used more than most other medical equipment. Our current locking hardware mounted in all of our ambulances is compatible with this gurney and will help to reduce overall costs. As an additional benefit, this gurney is designed to reduce the potential of back injuries on our personnel. The suspension on these new gurneys are battery operated and designed so that both EMS personnel can lift the patients on the gurney instead of one person lifting while the other person manually lifts the suspension.)

Total cost of \$19,885.22

Thank you for your consideration.



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Jamie Heinz, City Clerk
DATE: June 11, 2021
SUBJECT: **Liquor License Renewal**

The following establishments submitted an application to the Alcohol and Marijuana Control Office for renewal of their liquor licenses:

- Peninsula Oilers Baseball Club, Ind. D/B/A Peninsula Oilers
- George Pitsilionis D/B/A Pizza Paradisos

Pursuant to KMC 2.40, a review of City accounts has been completed on the applicants and they have satisfied all obligations to the City. With the approval of Council, letters of non-objection to the liquor license renewals will be forwarded to the ABC Board and the applicants.

Your consideration is appreciated.

- Submit** by Jamie Heinz 5/17/2021 11:39:29 AM (Form Submission)
- Approve** by Jeremy Hamilton 6/7/2021 2:14:45 PM (Fire Marshall Review)
- The task was assigned to Jeremy Hamilton. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Jamie Heinz 5/21/2021 12:27:05 PM (Building Official Review)
- **Approved per Scott Curtin, Acting Building Inspector.**
 - The task was assigned to Jamie Heinz. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Dave Ross 5/19/2021 11:24:37 AM (Police Department Review)
- The task was assigned to Dave Ross. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Tina Williamson 5/19/2021 9:32:39 AM (Finance Asst Review)
- The task was assigned to Tina Williamson. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Cindy Herr 5/17/2021 12:54:31 PM (Legal Asst Review)
- **No monies owed in restitution or traffic citations.**
 - The task was assigned to Cindy Herr. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Wilma Anderson 6/1/2021 5:51:17 PM (Lands Review)
- **There are not any outstanding land issues for this property.**
 - The task was assigned to Wilma Anderson. The due date is: May 26, 2021 5:00 PM 5/17/2021 11:39 AM
- Approve** by Terry Eubank 6/1/2021 5:58:05 PM (Finance Review)
- The task was assigned to Terry Eubank. The due date is: June 10, 2021 5:00 PM 6/1/2021 5:51 PM
- Approve** by Scott Bloom 6/2/2021 8:56:30 AM (Legal Review)
- The task was assigned to Scott Bloom. The due date is: June 10, 2021 5:00 PM 6/1/2021 5:51 PM
- Approve** by Ryan Foster 6/3/2021 8:22:41 AM (P&Z Department Review)
- The task was assigned to Ryan Foster. The due date is: June 10, 2021 5:00 PM 6/1/2021 5:51 PM

Date

5/17/2021

Establishment Information

License Type

Recreational Site - Seasonal

Licensee

Peninsula Oilers Baseball Club, Inc.

Doing Business As

Peninsula Oilers

Premises Address

103 S. Tinker Lane

City, State

Kenai, AK

Contact Information

Contact Licensee

Michael Tice

Contact Phone No.

830-8149

Contact Email

mtice@me.com

Additional Contact Information

Name

Diana Tice

Phone No.

830-8239

Email

diana@oilersbaseball.com

Documents

File Upload

#846 dba Peninsula Oilers Temp License and 21-22 Complete Renewal.pdf	9.81MB
846 LGB Notice - City of Kenai in KPB 51421.pdf	565.12KB



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

May 14, 2021

City of Kenai

Kenai Peninsula Borough

Via Email: jheinz@kenai.city ; MBerg@kpb.us ; MJenkins@kpb.us ; SNess@kpb.us ; BTaylor@kpb.us ; TShassetz@kpb.us ; JBlankenship@kpb.us

Re: Notice of Liquor License Renewal Application

Table with 6 columns: License Number, DBA, Type, City, Borough, Community Council. Row 1: 846, Peninsula Oilers, Recreational Site- Seasonal, Kenai, Kenai Peninsula Borough, NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Peninsula Oilers	License Number:	846
License Type:	Recreational Site-Seasonal		
Examiner:	Kristina S.	Transaction #:	100032257 & 32259

Document	Received	Completed	Notes
AB-17: Renewal Application	12/31	5-13-2021	
App and License Fees	1/4	5-13-2021	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement	4/4/2021	5-13-2021	Rec site
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	4/4/2021	5-13-2021	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a	5-13-2021	5-13-2021	Need AB 08a forms fp fee received fp cards received
Late Fee			

Names on FP Cards:	Carol Strickland, David Segura
--------------------	--------------------------------

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

LGB 1 Response: City of Kenai

LGB 2 Response: KFB

Waive

Protest

Lapsed

Waive

Protest

Lapsed



Alaska Alcoholic Beverage Control Board Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	Peninsula Oilers Baseball Club Inc.	License #:	844
License Type:	Recreational site - Seasonal		
Doing Business As:	Peninsula Oilers		
Premises Address:	103 S Tinker Lane		
Local Governing Body:	City of Kenai - Kenai Peninsula Borough		
Community Council:	None		

If your mailing address has changed, write the NEW address below:

Mailing Address:	PO Box 318				
City:	Kenai	State:	AK	ZIP:	99611

Section 1 - Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Michael Tice	Contact Phone:	(907) 830-8149
Contact Email:	mtice@me.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Diana Tice	Contact Phone:	907 830-8239
Contact Email:	diana@oilersbaseball.com		

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	13033D
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Michael Jice				
Title(s):	President	Phone:	907-850-8149	% Owned:	
Mailing Address:	PO Box 3582				
City:	Soldotna	State:	AK	ZIP:	99669

Name of Official:	Sharon Hale				
Title(s):	Vice President	Phone:	907-262-1507	% Owned:	
Mailing Address:	140 Heinrich Circle				
City:	Soldotna	State:	AK	ZIP:	99661

Name of Official:	Carol Strickland				
Title(s):	Secretary	Phone:	907-776-5683	% Owned:	
Mailing Address:	PO Box 1014				
City:	Kenai	State:	AK	ZIP:	99611

AMCC

DEC 31 2021



Form AB-17: 2021/2022 License Renewal Application

Section 2 – Entity or Community Ownership Information

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	13033D
-----------------------	--------

: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within **10 days** of the change and **must be accompanied by** a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for **each new officer** with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The **only exception** to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of **any** type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of **any** type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of **any** type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note:

You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Dave Segurca			
Title(s):	Vice President	Phone:		% Owned:
Mailing Address:	33540 Poppyridge Rd			
City:	Soldotna	State:	AK	ZIP: 99669

Name of Official:	Diana Tice			
Title(s):	Treasurer	Phone:	907 830-8239	% Owned:
Mailing Address:	PO Box 3582			
City:	Soldotna	State:	AK	ZIP: 99669

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 3 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

Form for individual owner information 1. This individual is an: Applicant. Name, Contact Phone, Mailing Address, City, State, ZIP, Email.

Form for individual owner information 2. This individual is an: Applicant. Name, Contact Phone, Mailing Address, City, State, ZIP, Email.

Section 4 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- 1. The license was regularly operated continuously throughout each year. (Year-round)
2. The license was only operated during a specific season each year. (Seasonal) If your operation dates have changed, list them below: June 2019 to August July 30, 2019
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years.

If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2019 or 2020?

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 6 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that all current licensees... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)... I certify that all licensees, agents, and employees who sell or serve alcoholic beverages... I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises...

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

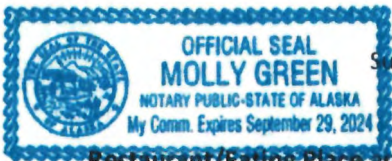
Signature of licensee (Michael Tice)

Signature of Notary Public (Molly Green)

Printed name of licensee (Michael Tice)

Notary Public in and for the State of: Alaska

My commission expires: 9.29.24



Subscribed and sworn to before me this 29 day of December, 2020.

- Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed Recreational Site Statement
Tourism applications must include a completed Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

Table with 4 columns: License Fee (\$400.00), Application Fee (\$300.00), Misc. Fee (\$700), Total Fees Due (\$700.00)

AMCC

DEC 31 2020



Alaska Alcoholic Beverage Control Board
Recreational Site Statement Form

- A new, transfer, or renewal application for a **Recreational Site License** must be accompanied by a written statement that explains how the establishment meets the requirements listed under AS 04.11.210 and be deemed complete by AMCO staff, or your application will be returned.
- You must provide complete responses to all questions or your application will be returned and will not be scheduled for the next ABC board meeting until the application is deemed complete by AMCO staff.
- All questions must be answered on this form. Do not attach other documents, or they will be returned.
- Do not provide documents and/or statements not requested.

Mandatory Points to be Included

1. Explain what hours your establishment will be serving beer and wine in relation to your event hours.

We open the ballpark and serve beer and wine 1 hour before the start of the game and stop serving after the eighth inning. Evening game hours would be 6PM to approx. 9 PM.

2. Are baseball games, car races, hockey games, sled dog racing events, or curling matches regularly held during a season at your establishment? Yes: No:

If No, what recreational events are regularly held during a season at your establishment that qualify you for this license under AS 04.11.210?

3. Was this license exercised at least once during each of the two preceding calendar years in accordance with AS 04.11.330(d)? Yes: No:

If the answer is no, you are required to complete an AB-29 (Waiver of Operation Application) for your renewal application to be deemed complete with this office.

The AB-29 form can be found here if needed:
<https://www.commerce.alaska.gov/web/Portals/9/pub/ABC/AlcoholLicenseApplicationForms/WaiverApp.pdf>

4. List the seasons of the events on your premises. (example: Baseball May 1-Sept 15, Dog Sled Races Oct 1- March 15)

Baseball - June 1 to August 8

AMCC
 DEC 31 2020



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a corporation, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 - Establishment Information

Enter information for licensed establishment.

Licensee:	Peninsula Oilers Baseball Club, Inc		
License Type:	Recreational Site - Seasonal	License Number:	846
Doing Business As:	Peninsula Oilers		
Premises Address:	103 S. Tinker Lane		
City:	Kenai	State:	AK
		ZIP:	99611

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	DAVID RAY SEGORA
Title:	VICE-PRESIDENT
Date of Birth:	[REDACTED]



Alcohol and Marijuana Control
550 W 7th Avenue, Suite 1000
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have never been convicted of a violation of AS 04 or regulations adopted by the ABC Board.



I certify that I have never been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.



I certify that I have not been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 15 years immediately preceding the date of this form.



Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have been convicted of one or more of the above offenses, and I have attached a written explanation that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.



I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee/affiliate

DAVID SEGURA

Printed name of licensee/affiliate



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 4-24-23

Subscribed and sworn to before me this 7th day of May, 2021.



Alaska Alcoholic Beverage Control Board

Form AB-08a: Authorization of Records Release

What is this form?

This authorization of records release form is required for all liquor license applications. Each licensee and affiliate who is required to be listed on an application for a liquor license under AS 04.11.260 must provide written authorization for release of conviction and arrest records, as required by 3 AAC 304.105(a)(1).

The following individuals must complete this form:

- If the applicant is a sole proprietor, this form must be completed by the *applicant* and the applicant's *spouse*.
- If the applicant is a corporation, this form must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, this form must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, this form must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 - Establishment Information

Enter information for licensed establishment.

Licensee:	Peninsula Oilers Baseball Club, Inc		
License Type:	Recreational Site - Seasonal	License Number:	846
Doing Business As:	Peninsula Oilers		
Premises Address:	103 S. Tinker Lane		
City:	Kenai	State:	AK
		ZIP:	99611

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	CAROL C STRICKLAND
Title:	SECRETARY
Date of Birth:	[REDACTED]



Alaska Alcoholic Beverage Control Board
Form AB-08a: Authorization of Records Release

Section 3 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **never** been convicted of a violation of AS 04 or regulations adopted by the ABC Board.



I certify that I have **never** been convicted of a violation of the alcoholic beverage control laws of another state, as a licensee of that state.



I certify that I have **not** been convicted of a felony in this state, the United States, or another state or territory, including a suspended imposition of sentence, during the 15 years immediately preceding the date of this form.



Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I **have been convicted** of one or more of the above offenses, and I **have attached a written explanation** that includes the type of offense and why it would be in the public interest for the ABC Board to approve me as a licensee.



I understand that by signing this form, I am providing written authorization for release of my conviction and arrest records to the Alaska Alcoholic Beverage Control Board through the Alaska Alcohol & Marijuana Control Office under AS 04.11.295 and 3 AAC 304.105. I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Carol C Strickland
 Signature of licensee/affiliate

CAROL C STRICKLAND
 Printed name of licensee/affiliate



[Signature]
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 07-09-2021

Subscribed and sworn to before me this 12 day of May, 2021.

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

Page 117

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download /
 Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	PENINSULA OILERS BASEBALL CLUB, INC.

Entity Type: Nonprofit Corporation

Entity #: 13033D

Status: Good Standing

AK Formed Date: 4/11/1974

Duration/Expiration: 08/06/2029

Home State: ALASKA

Next Biennial Report Due: 7/2/2022

Entity Mailing Address: PO BOX 318, KENAI, AK 99611

Entity Physical Address: 601 S MAIN ST, KENAI, AK 99611

Registered Agent

Agent Name: Sharon Hale

Registered Mailing Address: PO BOX 318, KENAI, AK 99611

Registered Physical Address: 601 S Main St, Kenai, AK 99611

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Carol Strickland	Director, Assistant Treasurer, Secretary	
	Dave Segura	Director, Vice President, Assistant Treasurer	
	Diana Tice	Director, Treasurer, Assistant Treasurer	

AK Entity #	Name	Titles
	Michael Tice	Director, President, Assistant Treasurer
	Sharon Hale	Director, Vice President, Assistant Treasurer

Filed Documents

Date Filed	Type	Filing	Certificate
4/11/1974	Creation Filing	Click to View	
4/14/1975	Biennial Report	Click to View	
6/11/1986	Biennial Report		
5/23/1988	Biennial Report		
9/06/1990	Biennial Report		
5/26/1992	Biennial Report	Click to View	
10/10/1994	Biennial Report	Click to View	
7/29/1996	Biennial Report	Click to View	
7/30/1998	Biennial Report	Click to View	
7/19/2000	Biennial Report	Click to View	
10/21/2002	Biennial Report	Click to View	
7/30/2004	Biennial Report	Click to View	
7/17/2006	Biennial Report	Click to View	
7/17/2006	Change of Officials	Click to View	
7/19/2006	Agent Resignation	Click to View	
7/21/2006	Agent Change	Click to View	
10/27/2008	Biennial Report	Click to View	
9/15/2011	Biennial Report	Click to View	
12/05/2011	Change of Officials	Click to View	
8/20/2012	Biennial Report	Click to View	
12/14/2012	Change of Officials	Click to View	
6/30/2014	Biennial Report	Click to View	
12/08/2014	Change of Officials	Click to View	
9/01/2016	Biennial Report	Click to View	
10/17/2016	Change of Officials	Click to View	
7/09/2018	Biennial Report	Click to View	
1/03/2019	Change of Officials	Click to View	
6/09/2020	Biennial Report	Click to View	
12/18/2020	Change of Officials	Click to View	

Department of Commerce, Community, and Economic Development DIVISION OF CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #205480](#)

LICENSE DETAILS

License #: 205480

[Print Business License](#)

Business Name: PENINSULA OILERS BASEBALL CLUB, INC

Status: Active

Issue Date:

Expiration Date: 12/31/2021

Mailing Address: PO BOX 318
KENAI, AK 99611

Physical Address: 601 S MAIN STREET
KENAI, AK 99611

Owners

PENINSULA OILERS BASEBALL CLUB, INC.

Activities

Line of Business	NAICS	Professional License #
81 - Services	813410 - CIVIC AND SOCIAL ORGANIZATIONS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

5/28/2021

Sent via email: jheinz@kenai.city

Kenai City Hall
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	PENINSULA OILERS BB CLUB INC
Business Name	:	PEN OILERS BASEBALL CLUB INC
License Type	:	Recreational Site
License Location	:	103 S. Tinker Ln, City of Kenai
License No.	:	846
Application Type	:	License Renewal

Dear Ms. Heinz,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Johni Blankenship, MMC
Borough Clerk

JB/TS

Encl.

cc: mtice@me.com; jheinz@kenai.city; MBerg@kpb.us; SNess@kpb.us;
MJenkins@kpb.us

Submit

by Jamie Heinz 5/28/2021 12:35:42 PM (Form Submission)

Approve

by Jeremy Hamilton 6/7/2021 2:10:51 PM (Fire Marshall Review)

- The task was assigned to Jeremy Hamilton. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Jamie Heinz 6/9/2021 3:46:19 PM (Building Official Review)

■ *Approved per Scott Curtin*

- Jamie Heinz reassigned the task to Jamie Heinz 6/9/2021 3:45 PM
- Jamie Heinz reassigned the task to Scott Curtin 5/28/2021 12:36 PM
 - *Scott Curtin is Acting Building Official*
- The task was assigned to Jamie Heinz. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Dave Ross 5/28/2021 4:07:21 PM (Police Department Review)

- The task was assigned to Dave Ross. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Tina Williamson 6/8/2021 8:20:16 AM (Finance Asst Review)

- The task was assigned to Tina Williamson. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Cindy Herr 6/1/2021 8:49:33 AM (Legal Asst Review)

■ *No monies owed in restitution or traffic citations.*

- The task was assigned to Cindy Herr. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Wilma Anderson 6/7/2021 1:36:51 PM (Lands Review)

■ *There are no outstanding land issues with the property.*

- The task was assigned to Wilma Anderson. The due date is: June 8, 2021 5:00 PM 5/28/2021 12:35 PM

Approve

by Terry Eubank 6/8/2021 9:08:53 AM (Finance Review)

- The task was assigned to Terry Eubank. The due date is: June 17, 2021 5:00 PM 6/8/2021 8:20 AM

Approve

by Scott Bloom 6/8/2021 8:55:58 AM (Legal Review)

- The task was assigned to Scott Bloom. The due date is: June 17, 2021 5:00 PM 6/8/2021 8:20 AM

Approve

by Ryan Foster 6/8/2021 9:00:27 AM (P&Z Department Review)

- The task was assigned to Ryan Foster. The due date is: June 17, 2021 5:00 PM 6/8/2021 8:20 AM

Date

5/28/2021

Establishment Information

License Type

Beverage Dispensary

Licensee

George Pitsilionis

Doing Business As

Pizza Paradisos

Premises Address

815 Frontage Road

City, State

Kenai, AK

Contact Information

Contact Licensee

George Pitsilionis

Contact Phone No.

283-2222

Contact Email

Additional Contact Information

Name

Lori Woitel

Phone No.

262-1834

Email

loriw@acsalaska.net

Documents

File Upload

#3032 dba Pizza Paradisos Temp License and 21-22 Complete Renewal .pdf	3.43MB
3032 LGB Notice - City of Kenai in KPБ 52121.pdf	565.01KB



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

May 21, 2021

City of Kenai

Kenai Peninsula Borough

Via Email: jheinz@kenai.city ; MBerg@kpb.us ; MJenkins@kpb.us ; SNess@kpb.us ; BTaylor@kpb.us ; TShassetz@kpb.us ; JBlankenship@kpb.us

Re: Notice of Liquor License Renewal Application

Table with 6 columns: License Number, DBA, Type, City, Borough, Community Council. Row 1: 3032, Pizza Paradisos, Beverage Dispensary, Kenai, Kenai Peninsula Borough, NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Pizza Paradisos	License Number:	3032
License Type:	Beverage Dispensary		
Examiner:	Kristina S.	Transaction #:	100053534

Document	Received	Completed	Notes
AB-17: Renewal Application	2/24	5-17-2021	
App and License Fees	2/24	5-17-2021	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee	2/24	5-17-2021	

Names on FP Cards:	
---------------------------	--

	Yes	No	N/A
CBPL Entity Printout included?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Special Consideration: _____ Board Meeting Date: _____

LGB Sent Date: _____

LGB Deadline Date: _____

LGB 1 Name: City of Kenai

LGB 2 Name: KPB

Waive Protest Lapsed

Waive Protest Lapsed



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information	
Licensee (Owner):	George Pitsilionis License #: 3032
License Type:	Beverage Dispensary
Doing Business As:	Pizza Paradisos
Premises Address:	815 Frontage Rd
Local Governing Body:	City of Kenai (Kenai Peninsula)
Community Council:	None

If your mailing address has changed, write the NEW address below:

Mailing Address:	PO Box 2917		
City:	Kenai	State:	AK
		ZIP:	99611

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	George Pitsilionis	Contact Phone:	(907)283-2222
Contact Email:	loriw@acsalaska.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Lori Woitel	Contact Phone:	(907) 262-1834
Contact Email:	loriw@acsalaska.net		

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2021/2022 License Renewal Application

Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	
-----------------------	--

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including *non-profit* must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including *Limited Partnerships* must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

AMCO

FEB 24 2021



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 3 - Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: [X] Applicant [] Affiliate

Form with fields: Name: George Pitsilionis, Contact Phone: (907) 283-2222, Mailing Address: PO Box 2917, City: Kenai, State: AK, ZIP: 99611, Email: loriw@acsalaska.net

This individual is an: [] Applicant [] Affiliate

Form with fields: Name, Contact Phone, Mailing Address, City, State, ZIP, Email

Section 4 - License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- 1. The license was regularly operated continuously throughout each year. (Year-round) [X] 2019 [X] 2020
2. The license was only operated during a specific season each year. (Seasonal) [] 2019 [] 2020
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. [] 2019 [] 2020
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year... [] 2019 [] 2020

If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

Section 5 - Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2019 or 2020?

Yes [] No [X]

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

AMCO



Alaska Alcoholic Beverage Control Board

Form AB-17: 2021/2022 License Renewal Application

Section 6 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that all current licensees... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)... I certify that all licensees, agents, and employees who sell or serve alcoholic beverages... I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises...

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee

George Pitsilionis

Signature of Notary Public

Notary Public in and for the State of: Alaska

Printed name of licensee: AMANDA S. COELHO, State of Alaska, Commission No.: 18092200, My Commission Expires 09/22/2022

My commission expires: 9/22/2022

scribed and sworn to before me this 10 day of February, 2021.

- Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed Recreational Site Statement
Tourism applications must include a completed Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

Table with 4 columns: License Fee (\$2500.00), Application Fee (\$300.00), Misc. Fee (\$500.00), Total Fees Due (\$3300.00)



From: [Alcohol Licensing, CED ABC \(CED sponsored\)](#)
To: loriw@acsalaska.net
Cc: [Alcohol Licensing, CED ABC \(CED sponsored\)](#)
Subject: FW: 3032 Liquor License Renewal Correction Needed- Follow Up
Date: Monday, May 17, 2021 1:29:16 PM
Attachments: [3032 dba Pizza Paradisos.pdf](#)

Good afternoon,

Thank you for taking my call today. I have forwarded the original email from our group. Ms. Baker has moved on to another position so if you have any questions please contact me directly at 907-269-0359.

Regards,

Kristina Serezhenkov
Licensing Examiner
Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

907-269-0359

From: Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
Sent: Monday, April 19, 2021 8:37 AM
To: loriw@acsalaska.net
Cc: Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
Subject: 3032 Liquor License Renewal Correction Needed

Good Morning:

I just left a message with a very nice gentleman who said he is your janitor. Attached is your Alcohol license application. Section 5 is incomplete. Please mark on the application whether or not you have received any Notices of Violation in 2019 or 2020. According to my records, you have not, so please just mark NO unless you have a Notice of Violation that is not on my records.

Please return this application ASAP, as the deadline for the meeting on the 28th is Wednesday 4/21/21 at 4pm.

Thanks,

Randi Baker

Occupational Licensing Examiner
Alcohol and Marijuana Control Office

Phone: 907.334.0892

Cell: 907.717.3640

alcohol.licensing@alaska.gov

marijuana.licensing@alaska.gov



Please consider the environment before printing this e-mail.

Make sure to include your license number and DBA in the subject line of emails

ALCOHOL Deadline and CORRECTION Reminders:

- 5/13/2021 at 4:00pm – **LICENSEE DEADLINE** for June 7, 2021 ABC Meeting.
- **Final** corrections must be submitted by 4:00PM.
- **Anything** submitted after that date and time is not guaranteed to make the agenda.
- You must **return all corrections at once**. Piecemealed corrections are NOT accepted.
- Appendices for applications are not accepted.

MARIJUANA Deadline and CORRECTION Reminders:

- 5/14/2021 at 4:00pm – **LICENSEE DEADLINE** for TENTATIVELY SCHEDULED, (SUBJECT TO CHANGE) June 8-9, 2021 MCB Meeting.
- **Final** corrections must be submitted by 4:00PM.
- **Anything** submitted after that date and time is not guaranteed to make the agenda.
- You must **return all corrections at once**. Piecemealed corrections are NOT accepted.
- Appendices for applications are not accepted.
- Submit your corrections ASAP- multiple rounds of corrections are almost always needed
- Do not wait until the 90 day deadline to submit application corrections- all deadlines are for final corrections.
- If anything is incorrect after the 90 day deadline, your application will be returned and you will have to reapply.

Any guidance provided by this electronic communication is not a binding legal opinion, ruling, or interpretation that may be relied upon, but merely guidance concerning existing statutes and regulations. There may be other unique or undisclosed facts, circumstances, and information that may have changed any guidance provided in this communication.

CONFIDENTIALITY NOTICE: This communication is intended for the sole use of the individual or entity to whom it is addressed, is covered by the Electronic Communications Privacy Act (18 USC § 2510-2521), and may contain Confidential Official Use Only Information that may be exempt from public release under the Freedom of Information Act (5 USC § 552). If you are not the intended recipient, you are prohibited from disseminating, distributing, or copying any information contained in this communication. The State of Alaska cannot guarantee the security of e-mails sent to or from a state employee outside the state e-mail system. If you are not the intended recipient or receive this communication in error, please notify the sender by reply e-mail and delete the original message and all copies from your computer.

Department of Commerce, Community, and Economic Development
DIVISION OF CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #2089232](#)

LICENSE DETAILS

License #: 2089232

License unavailable for printing

Business Name: Pizza Paradisos

Status: Expired

Issue Date: 06/25/2019

Expiration Date: 12/31/2020

Mailing Address: PPO Box 2917
 Kena, AK 99611

Physical Address: 811 Main St
 Kenai, AK 99611

Owners

Pizza Paradisos Inc

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

6/11/2021

Sent via email: jheinz@kenai.city

Kenai City Hall
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	PITSILIONIS, GEORGE
Business Name	:	PIZZA PARADISOS
License Type	:	Beverage Dispensary
License Location	:	815 Frontage Rd, City of Kenai
License No.	:	3032
Application Type	:	License Renewal

Dear Ms. Heinz,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Johni Blankenship, MMC
Borough Clerk

cc: loriw@acsalaska.net; MBerg@kpb.us; SNess@kpb.us; MJenkins@kpb.us



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: June 8, 2021

SUBJECT: **Special Use Permit To Weaver Brothers, Inc. For Truck Trailer Storage**

James H. Doyle, Individually, d/b/a Weaver Brothers, Inc. has requested to use three adjacent City-owned parcels along Coral Street and two portions of additional City owned land for storage of truck trailers for one-year from June 21, 2021 to June 20, 2022. Weaver Brothers, Inc. has been storing truck trailers on three parcels via special use permit from June 20, 2019 to June 20, 2021. This request differs from the previous two approved special use permits by including two additional portions of City owned land, as depicted in Attachment C, in order to adjust for actual current usage for parking truck trailers. This requested SUP use is similar to the use of two parcels under a five-year lease from the City by Weaver Brothers for truck storage along Coral Street and allows for a temporary expansion of their business. The attached maps show the location of the parcels requested for a special use permit. The application submitted to the City is also attached to this memorandum.

The Coral Street Airport Zone of the City was appraised at a rate of \$0.50 per square foot and the CPI adjustment for the past year is -1.01%. The annual permit fee would be \$3,442.67 for all five lots based on \$0.50 per square foot, 86,945 total square feet to be used, CPI adjustment of -1.01%, and an 8% of fair market value annual special use permit rate.

The parcels are within the Airport Light Industrial (ALI) Zone of the City and within the Airport Reserve. Pursuant to requirements of the Federal Aviation Administration, the City would reserve the right to cancel this special use permit on 90-days' notice.

The Planning and Zoning Commission recommended approval of the special use permit on June 9, 2021 and the Airport Commission recommended approval on June 10, 2021.

I respectfully request a motion authorizing the City Manager to execute a special use permit to Weaver Brothers, Inc. as shown on the attached.

Thank you for your consideration.

Attachments:

- A. Special Use Permit Application submitted on May 10, 2021.
- B. Map of Lots 1, 2, and 3 requested in the SUP application.
- C. Map of approximately 3,754 square foot and approximately 15,641 square foot portions of City land requested in the SUP application.
- D. The Special Use Permit for Weaver Brothers, Inc. for Truck Trailer Storage.





City of Kenai
Special Use Permit Application
PAID MAY 11 2021

Application Date: 5/10/2021

Applicant Information

Name of Applicant: JAMES H.DOYLE, INDIVIDUALLY, D/B/A WEAVER BROTHERS, INC.

Mailing Address: PO Box 2229 City: Kenai State: AK Zip Code: 99611

Phone Number(s): Home Phone: ()283-7638 Work/ Message Phone: ()283-7957

E-mail: (Optional) kevind@wbialaska.com

Name to Appear on Permit: James Doyle

Mailing Address: PO Box 2229 City: Kenai State: AK Zip Code: 99611

Phone Number(s): Home Phone: ()283-7638 Work/ Message Phone: ()283-7957

E-mail: (Optional) kevind@wbialaska.com

Type of Applicant: Individual (at least 18 years of age) Partnership Corporation Government
 Limited Liability Company (LLC) Other

Property Information

Legal or physical description of the property:
415 coral st. Kenai, Alaska, 425 Coral St. Kenai, Alaska, 435 Coral St. Kenai, Alaska and those areas highlighted in yellow on attached map described as "A" + "B1"

Description of the proposed business or activity intended: Trailer storage

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

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

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

What is the term requested (not to exceed one year)? 1 year

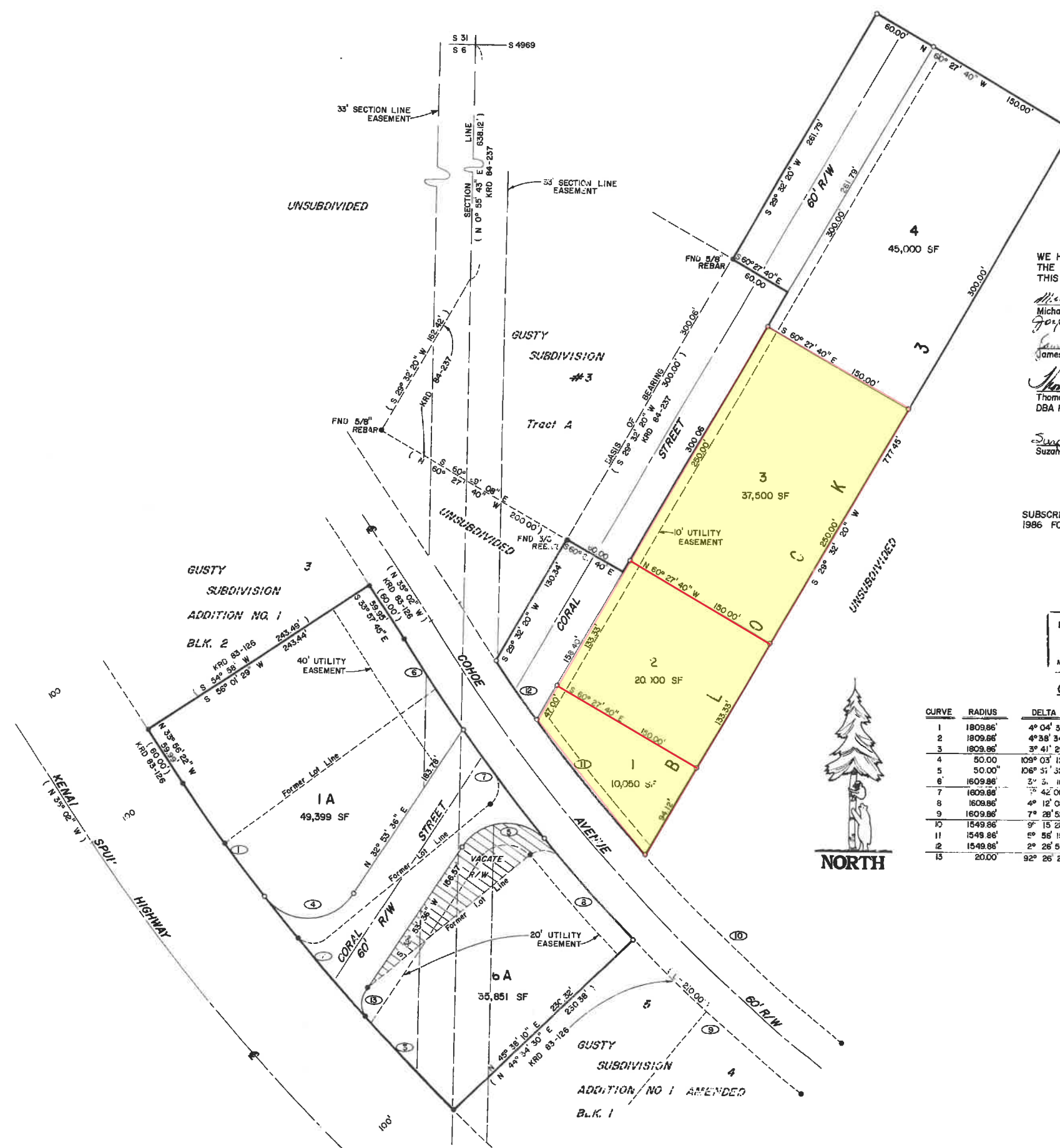
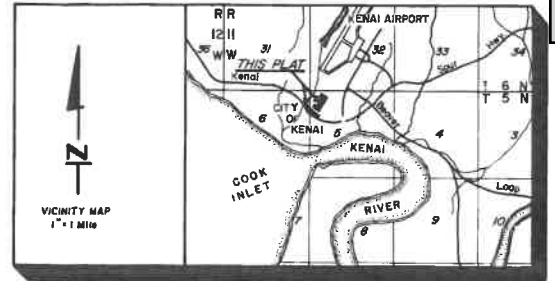
Requested Starting Date: 6/20/2021

Signature: *James H. Doyle* Date: 5/10/2021

Print Name: James H. Doyle Title: President

For City Use Only: General Fund Airport Reserve Land Airport Fund Outside Airport Reserve

Date Application Fee Received: _____
City Council Action/Resolution: _____
Account Number: _____



LESSEE CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE LESSEES WITHIN THE LOTS SHOWN HEREON AND THAT WE HEREBY APPROVE THIS SUBDIVISION.

Michael J. Treat, Joyce A. Treat
 Michael J. Treat, Joyce A. Treat
 Joyce A. Treat, Block 3

James H. Doyle
 James H. Doyle
 LOT 3, BLOCK 3

Thomas H. Wagoner
 Thomas H. Wagoner
 DBA Peninsula Flooring Center
 LOT 2, BLOCK 3

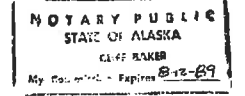
Suzanne Roberts, Dan Roberts, Jacqueline Roberts
 Suzanne Roberts, Dan Roberts, Jacqueline Roberts
 LOT 6A, BLOCK 1

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 21st DAY OF April, 1986 FOR *Thomas H. Wagoner, Dan Roberts, Joyce A. Treat & Associates, Inc.*

For the purpose of Michael J. Treat, Suzanne Roberts, Jacqueline Roberts, Dan Roberts, and James H. Doyle

Cliff Baker
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 8-12-89



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
1	1809.86'	4° 04' 35"	128.76'	64.41'	128.73'	N 36° 00' 55" W
2	1809.86'	4° 38' 34"	146.65'	73.37'	146.62'	N 40° 22' 29" W
3	1809.86'	3° 41' 29"	116.61'	58.33'	116.59'	N 44° 32' 31" W
4	50.00'	109° 03' 12"	95.17'	70.17'	81.44'	S 87° 25' 12" W
5	50.00'	106° 51' 32"	93.34'	67.53'	80.37'	N 86° 22' 32" E
6	1609.86'	3° 5' 16"	98.94'	49.48'	98.92'	S 33° 40' 54" E
7	1609.86'	3° 42' 00"	132.06'	66.07'	132.02'	N 37° 47' 32" W
8	1609.86'	4° 12' 08"	118.07'	59.06'	118.04'	S 42° 14' 36" E
9	1609.86'	7° 28' 52"	210.20'	105.25'	210.05'	S 48° 05' 06" E
10	1549.86'	9° 15' 28"	250.42'	125.49'	250.15'	N 47° 10' 58" W
11	1549.86'	8° 58' 15"	160.61'	80.36'	160.54'	S 39° 35' 07" E
12	1549.86'	2° 26' 56"	66.24'	33.13'	66.24'	N 35° 23' 31" W
13	20.00'	92° 26' 23"	32.27'	20.87'	28.88'	N 03° 43' 56" E

LEGEND

- MONUMENT (Found This Survey)
- MONUMENT (Set This Survey)
- 1/2" REBAR (Found This Survey)
- o 5/8" x 30" REBAR (Set This Survey)
- () RECORD DATUM

NOTES:

1. DOUBLE FRONTAGE LOTS ARE RESTRICTED TO ONE ACCESS ONLY.
2. ALL WASTEWATER DISPOSAL SYSTEM SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION. ALL NEW INSTALLATIONS SHALL BE CONNECTED TO MUNICIPAL WATER & WASTE WATER SYSTEMS.
3. NO DIRECT ACCESS TO STATE MAINTAINED R.O.W.'S PERMITTED UNLESS APPROVED BY STATE OF ALASKA, DEPT. OF TRANSPORTATION.

CERTIFICATE of APPROVAL by the ALASKA DEPT. of ENVIRONMENTAL CONSERVATION

THIS SUBDIVISION HAS BEEN REVIEWED IN ACCORDANCE WITH 18 AAC 72.065 AND IS APPROVED, SUBJECT TO ANY NOTED RESTRICTIONS.
 SIGNATURE: *William J. Brighton* TITLE: *City Manager* DATE: *3-25-86*

CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I (AS THE OWNER(S) OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHT-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.

William J. Brighton
 WILLIAM J. BRIGHTON
 CITY MANAGER
 CITY OF KENAI
 210 FIDALGO ST.
 KENAI, AK 99611

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 25th DAY OF March, 1986 FOR *William J. Brighton*

Susan M. Gerlach
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 8-9-89

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF Feb. 24, 1986

KENAI PENINSULA BOROUGH!
Richard T. Torgue
 AUTHORIZED OFFICIAL

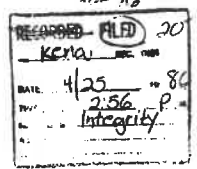
K.P.B. FILE NO. 85-421

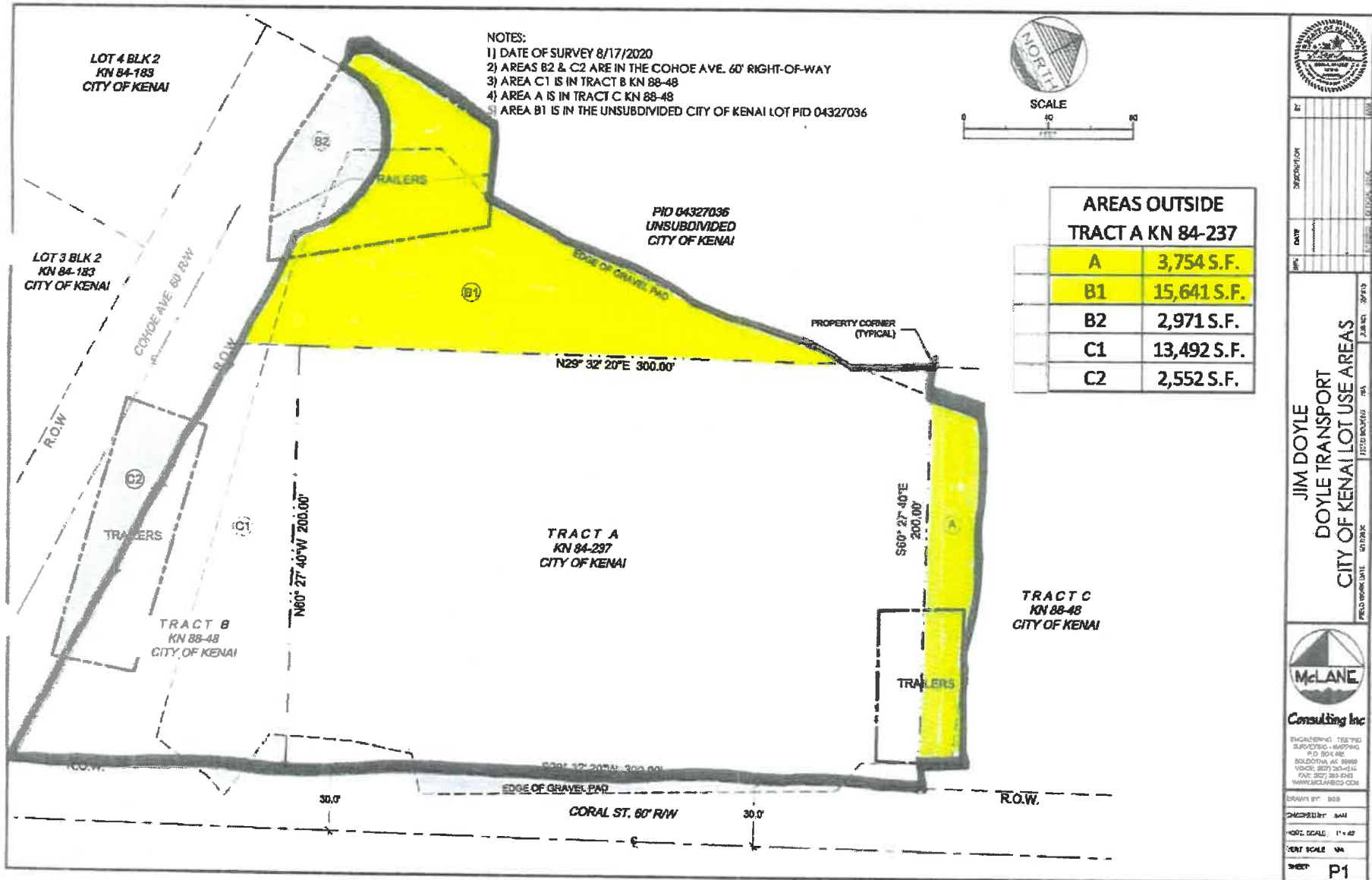
GUSTY SUBDIVISION NO. 4

A RESUBDIVISION OF AIRPORT LEASE LOTS 7-15, LOTS 1 & 2, BLOCK 2, & LOT 6, BLOCK 1 OF GUSTY SUBDIVISION ADDITION #1 AMENDED & R.O.W. VACATION OF CORAL STREET, LOCATED WITHIN NW 1/4, SEC. 5, T 5 N, R 11 W S.M., CITY OF KENAI, KENAI PENINSULA BOROUGH, ALASKA.

2.58 ACRES CONTAINING 4 LOTS.
INTEGRITY SURVEYS
 P.O. BOX 1831
 SOLDOTNA, ALASKA 99669

SURVEYORS		PLANNERS	
JOB NO: 85-59	FIELD BOOK: 85-7		
DISK NO: 2-10	FILE NAME: GUSTY SUBD. #4		
SURVEYED: 3-86	PLATTED: 3-86		
DRAFTED: MK	SCALE: 1"=80'		
CHECKED: CB	SHEET: 1		





SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to **JAMES H. DOYLE, INDIVIDUALLY, D/B/A WEAVER BROTHERS, INC.** (PERMITTEE), whose address is P.O. Box 2229, Kenai Alaska 99611, the non-exclusive right to use 86,945 square feet of area as described below:

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 1 BLK 3 (435 Coral Street); and,

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 2 BLK 3 (425 Coral Street); and,

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 3 BLK 3 (415 Coral Street); and,

Approximately 3,754 square foot portion of T 5N R 11W SEC 5 SEWARD MERIDIAN KN 0890005 GUSTY SUB NO 7 TRACT C-1 as depicted in Attachment C (400 Coral Street); and,

Approximately 15,641 square foot portion of T 5N R 11W SEC 5 & 6 SEWARD MERIDIAN KN PTNS OF SEC 5 & 6 as depicted in Attachment C (700 First Avenue).

1. **TERM.** This special use permit shall be for 12 months from June 21, 2021 to June 20, 2022.
2. **CANCELLATION.** Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel this special use permit on 90-days' notice, either delivered in person to the Permittee or by mail. Any or all personal property shall be removed at Permittee's expense upon cancellation or termination of this agreement.
3. **PERMIT FEES.** The Permittee shall be charged an annual permit fee of \$3,442.67 plus applicable sales tax.

The Permittee shall not use the parcels until paying the City the permit fee.

Checks, bank drafts, or postal money orders shall be made payable to the City of Kenai and delivered to the City Hall, 210 Fidalgo Avenue, Kenai, Alaska 99611.

In addition to the permit fee specified above, the Permittee agrees to pay to the appropriate parties all levies, assessments, and charges as hereinafter provided:

- A. Sales tax nor enforced, or levied in the future, computed upon the permit fee payable in monthly installments whether said fee is paid on a monthly or yearly basis;
- B. All necessary licenses and permits; all lawful taxes and assessments which, during the term hereof may become a lien upon or which may be levied by the State,

Borough, City, or by any other tax levying body, upon any taxable possessory right which Permittee may have in or to the Premises by reason of its use or occupancy or by reason of the terms of this Permit, provided however, that nothing herein contained shall prevent Permittee from contesting any increase in such tax or assessment through procedures provided by law.

- C. Interest at the rate of eight percent (8%) per annum and penalties of ten percent (10%) of any amount of money owed under this Special Use Permit which are not paid on or before the due date.
 - D. Costs and expenses incident to this Special Use Permit, including but not limited to recording costs.
4. **USE.** The use by the Permittee of the Premises is limited to the purpose of Truck Trailer Storage. This use is subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities. Use of the Premises is subject to the following conditions:
- A. Permittee shall use the Premises only for truck trailer storage.
 - B. Trailers must be stored in a manner that will not limit sight lines or create other unsafe driving conditions on adjacent right-of-ways.
 - C. The premises shall be returned to its current condition prior to the end of the term of this Special Use Permit. This shall include the removal of any trash or debris.
 - D. Trailers must be stored in a manner that will not impact any City snow clearing or moving activities.
 - E. Trailers shall be stored such that there will not be oil or other hazardous fluids leaking onto the premises.
 - F. Trailers shall be stored such that there will not be grass or vegetation growing between trailers.
 - G. The Permittee shall follow requirements of the City Fire Marshal and allow City staff to inspect the premises if requested.
 - H. The premises shall not be used to store junked vehicles or other salvaged vehicle or trailer parts.
5. **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, the City is entitled to coverage to the extent of the higher limits.
- A. Garage Liability or 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 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 for snow moving and storage activities to, from, or on the Premises. The policy must name the City as an additional insured.
 - D. All insurance required must meet the following additional requirements:
 - i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
 - ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
 - iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
 - iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
 - v. Evidence of insurance coverage must be submitted to City by June 21, 2020. The effective date of the insurance shall be no later than June 21, 2020.
 - vi. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. This insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.
6. **INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** The Permittee shall fully indemnify, hold harmless, and defend the City of Kenai, its officers, agents, employees, and volunteers at its own expense from and against any and all actions, damages, costs, liability, claims, losses, judgments, penalties, including reasonable Attorney's fees of or for liability for any wrongful or negligent acts, errors, or omissions of the Permittee, its officers, agents or employees, or any subcontractor under this Permit. The Permittee shall not be required to defend or indemnify the City for any claims of or liability for any wrongful or negligent act, error, or omission solely due to the independent

negligence of the City. If there is a claim of or liability for the joint negligence of the Permittee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be established upon final determination of the percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Permittee" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, for each party. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the Permittee.

7. **PERMITTEE'S OBLIGATION TO PREVENT AND REMOVE LIENS.** Permittee will not permit any liens, including mechanic's, laborer's, construction, supplier's, mining, or any other liens obtainable or available under existing law, to stand against the Premises or improvements on the Premises for any labor or material furnished to Permittee or to any related entity or claimed entity. The Permittee shall have the right to provide a bond as contemplated by State of Alaska law and contest the validity or amount of any such lien or claimed lien. Upon the final determination of the lien or claim for lien, the Permittee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Permittee's own expense.
8. **PERSONALTY.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit. Personal property placed or used upon the Premises and not removed upon termination of this Permit will be removed and/or impounded by the City. Property removed or impounded by the City may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus a storage fee of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its customers.
9. **FORBEARANCE.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement 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.
10. **TERMINATION, DEFAULT.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. The City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety. The City may also terminate this Permit immediately, or upon notice shorter than 30 days, due to a failure of Permittee to comply with conditions and terms of this Permit, which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period to correct the violation or breach.
11. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.

- 12. **ASSIGNMENT.** Permittee may not assign, by grant or implication, the whole any part of this Permit, the Premises, or any improvement on the Premises without the written consent of the City. Unless the City specifically releases the Permittee in writing, the City may hold the Permittee responsible for performing any obligation under this permit which an assignee fails to perform.
- 13. **ASSUMPTION OF RISK.** Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Permit.
- 14. **NO JOINT VENTURE.** The 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.
- 15. **SURVIVAL.** The obligations and duties of Permittee under paragraphs 5 and 6 of this Permit shall survive the cancellation, termination, or expiration of this Permit.
- 16. **AUTHORITY.** By signing this Permit, Permittee represents that is has read this agreements and consents to be bound by the terms and conditions herein and that the person signing this Permit is duly authorized by the business to bind the business hereunder.

WEAVER BROTHERS, INC.

CITY OF KENAI

By: _____

By: _____

James H. Doyle
President

Date:

Paul Ostrander
City Manager

Date:

By: _____

James H. Doyle
Individually

Date:

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, 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 _____, 2021, the foregoing instrument was acknowledged before me by James H. Doyle, President of Weaver Brothers, Inc., an Alaska limited liability company, on behalf of the company.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by James H. Doyle.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, CMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: June 8, 2021

SUBJECT: **Special Use Permit To State Of Alaska, Division Of Forestry For Air Tanker Reload Base**

The State of Alaska, Division of Forestry lease of Lot 4, FBO Subdivision No. 7 ends on June 30, 2021. Currently, the Airport Operation Building is located on Lot 3, FBO Subdivision No.7. Lot 4, FBO Subdivision No. 7 is leased to the State of Alaska, Division of Forestry. The City of Kenai is planning to construct an approximately 5,600 square foot building to be used for sand storage for maintenance of the airfield. The City of Kenai wishes to increase the size of the Lot 3 for the construction of the building. The preliminary plat of FBO Subdivision No. 11 will move the property line between Lots 3 and 4, FBO Subdivision No. 7 northerly approximately 125 feet, resulting in a larger lot (approximately 4.72 acres) for the sand storage building and a smaller lot (approximately 2.47 acres) that is leased to the State of Alaska, Division of Forestry.

The State of Alaska, Division of Forestry has submitted a Special Use Permit Application for use of an air tanker reload base of that portion of Lot 4, FBO Subdivision No. 7, as delineated as Lot 4A of the proposed plat of FBO Subdivision No. 11, which will be recorded in the Kenai Recording District, Third Judicial District, State of Alaska. The preliminary plat was recommended for approval by the Planning and Zoning Commission on May 12, 2021. The plat has been sent to the Kenai Peninsula Borough for the final approval and recording process.

This parcel was appraised at a rate of \$2.01 per square foot in 2020 and the CPI adjustment for the past year is -1.01%. The annual lease rate would be \$17,160.90 based on \$2.01 per square foot, 107,811 total square feet, CPI adjustment of -1.01%, and an 8% of fair market value annual lease rate.

A Special Use Permit would allow the State of Alaska, Division of Forestry to continue air tanker reload base operations for fire response on July 1, 2021. The Special Use Permit would expire in 1 (one) year on June 30, 2022.

The Planning and Zoning Commission recommended approval of the special use permit on June 9, 2021 and the Airport Commission recommended approval on June 10, 2021.

I respectfully request a motion authorizing the City Manager to execute a special use permit to the State of Alaska, Division of Forestry as shown on the attached.

Thank you for your consideration.

Attachments:

- A. Special Use Permit application dated March 8, 2021 from the Alaska Division of Forestry requesting use of the proposed Lot 4A, FBO Subdivision No. 11.
- B. Preliminary plat of FBO Subdivision No. 11.
- C. Aerial map of Lots 3 and 4, FBO Subdivision No. 7.
- D. Special Use Permit for State of Alaska, Division of Forestry for Air Tanker Reload Base.





**City of Kenai
Special Use Permit
Application**

Application Date: **4.29.2021**

Applicant Information

Name of Applicant:	State of Alaska Division of Forestry				
Mailing Address:	550 W. 7th Ave.	City:	Anchorage	State:	AK
				Zip Code:	99501
Phone Number(s):	Home Phone: () 269-8461	Work/ Message Phone:	() 269-8461		
E-mail: (Optional)	michael.burkhead@alaska.gov				
Name to Appear on Permit:	State of Alaska				
Mailing Address:	550 W. 7th Ave.	City:	Anchorage	State:	AK
				Zip Code:	99501
Phone Number(s):	Home Phone: () 269-8461	Work/ Message Phone:	() 269-8461		
E-mail: (Optional)	michael.burkhead@alaska.gov				
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

Legal or physical description of the property:	Lot 4, FBO subdivision No. 7, According to Plat No. 2001-34		
Description of the proposed business or activity intended:	Air Tanker Reload Base		
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)?	1 year		
Requested Starting Date:	July 1, 2021		
Signature:		Date:	4.29.2021
Print Name:	Michael Burkhead	Title:	Procurement Specialist III

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:	_____

LEGEND:

- ⊗ 2 1/2" BRASS CAP MONUMENT GLO 1921 FOUND
- ⊕ 3 1/4" ALUM. CAP MONUMENT FOUND
- ⊕ 3 1/4" ALUM. CAP MONUMENT LS6101 2009 RECORD
- () RECORD DATUM PLAT 2007-8, KRD

NOTES:

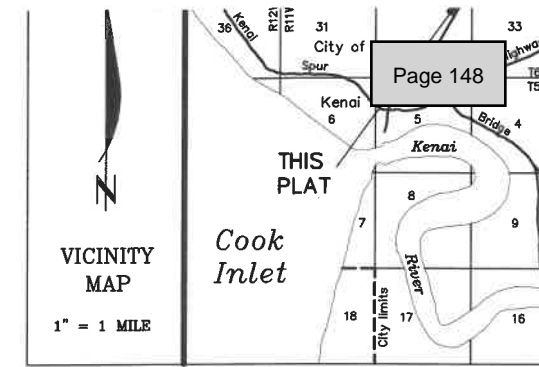
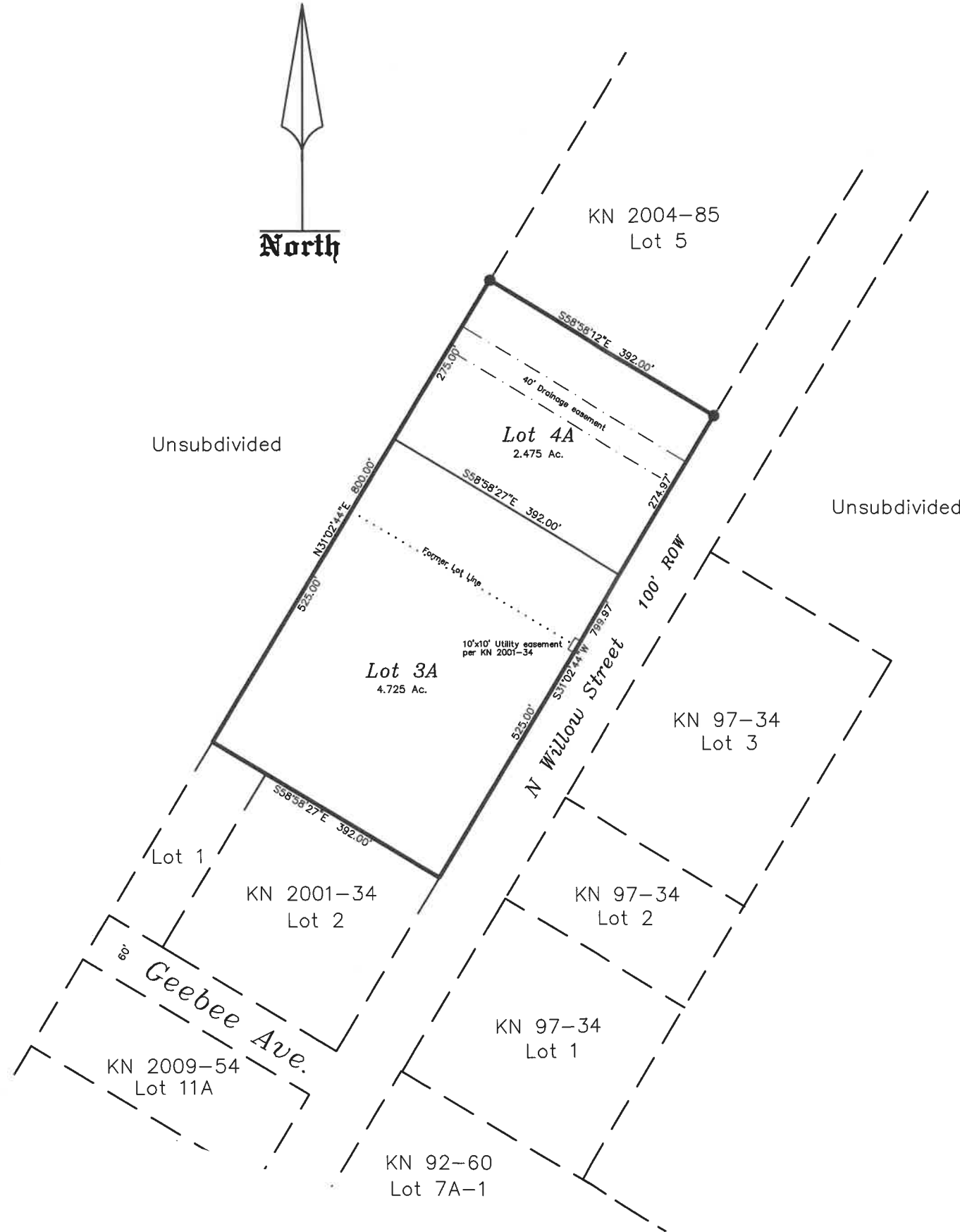
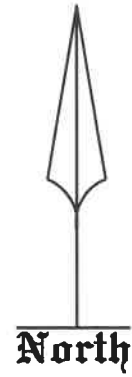
- 1) This plat is subject to City of Kenai zoning regulations.
- 2) Basis of bearing taken from Baron Park 2007 Replat, Plat 2007-8, Kenai Recording District.
- 3) Further development of the property shall conform to all federal, State of Alaska, and local regulations.
- 4) These lots are served by city water and sewer.
- 5) Existing buried powerline(s) is the centerline of a 15' wide electrical distribution line easement.
- 6) Front 10 feet adjacent to rights-of-way is an utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 7) **WASTEWATER DISPOSAL:** Plans for wastewater disposal, that meet regulatory requirements are on file at the Department of Environmental Conservation.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat 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.

Date _____



CERTIFICATE of OWNERSHIP and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE CITY OF KENAI IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND ON BEHALF OF THE CITY OF KENAI, I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

PAUL OSTRANDER, CITY MANAGER
CITY OF KENAI
210 FIDALGO AVENUE, SUITE 200
KENAI, ALASKA 99611

NOTARY'S ACKNOWLEDGEMENT

FOR _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES _____

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF

KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL _____

KPB FILE No. _____

FBO Subdivision No. 11

A resubdivision of Lots 3 and 4 FBO Subdivision No. 7, Plat 2001-34, Kenai Recording District.

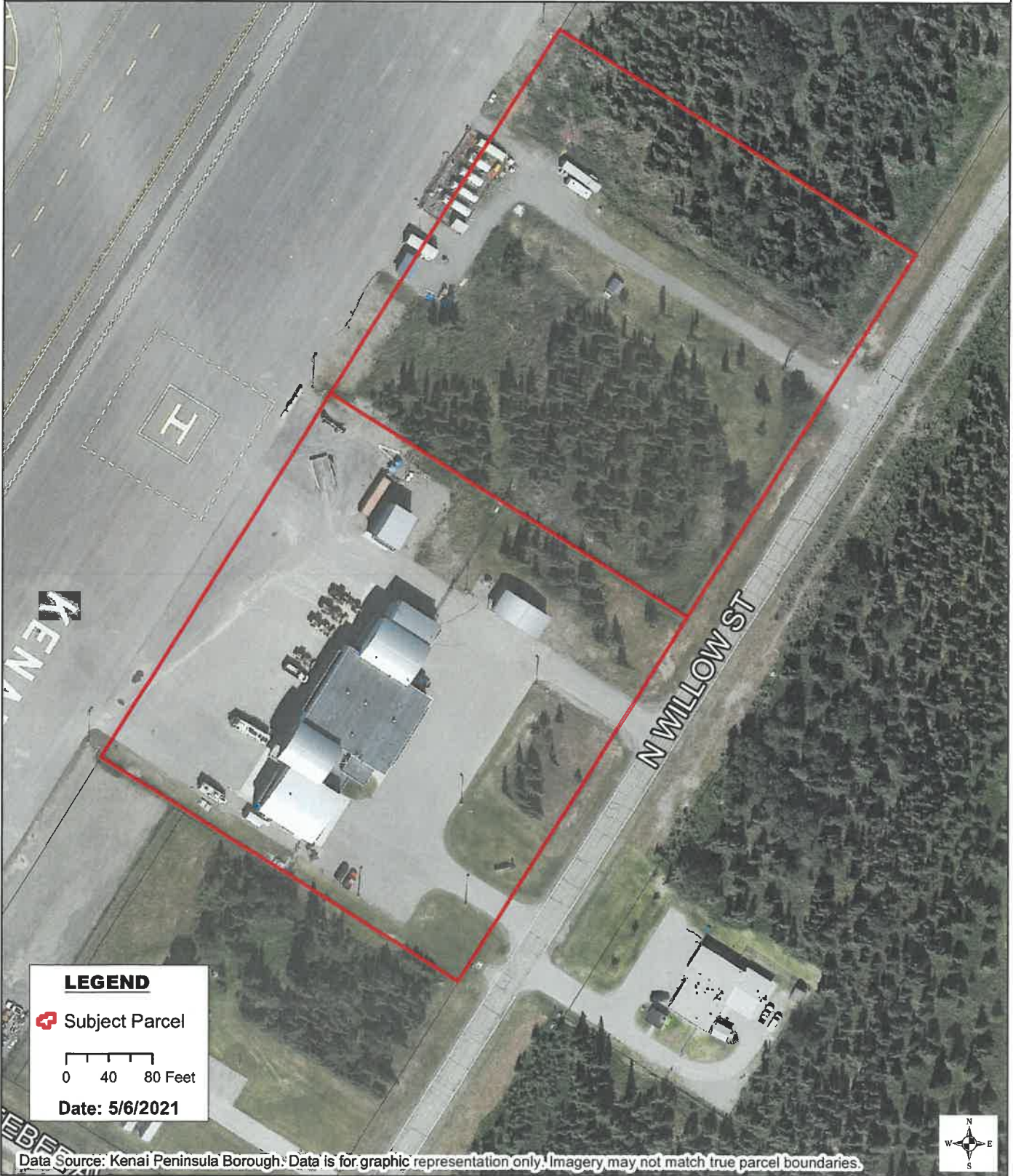
Located within NE1/4 Section 32, T6N, R11W, S.M., City of Kenai, Kenai Peninsula Borough, Alaska.

Containing 7.199 Ac.

Surveyor Segesser Surveys 30485 Rosland St. Soldotna, AK 99669 (907) 262-3909	Owner City of Kenai 210 Fidalgo Ave. Ste 200 Kenai, Alaska 99611
JOB NO. 21057	DRAWN: 5-6-21
SURVEYED:	SCALE: 1"=100'



PZ2021-14 FBO SUBDIVISION NO. 11
KPB #04336039 and 04336040
515 N. Willow St. and 525 N. Willow St.
Lots 3 and 4, FBO Subd. No. 7



Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.

SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to **STATE OF ALASKA DIVISION OF FORESTRY** (PERMITTEE), whose address is 550 W. 7th Avenue, Anchorage, AK 99501, the non-exclusive right to use approximately 107,811± square feet of area as described below:

That portion of Lot 4, FBO Subdivision No. 7, as delineated as Lot 4A of the preliminary plat of FBO Subdivision No. 11, which will be recorded in the Kenai Recording District, Third Judicial District, State of Alaska.

1. **TERM.** This special use permit shall be for 12 months from July 1, 2021 to June 30, 2022.
2. **CANCELLATION.** Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel this special use permit on 90-days' notice, either delivered in person to the Permittee or by mail. Any or all personal property shall be removed at Permittee's expense upon cancellation or termination of this agreement.
3. **PERMIT FEES.** The Permittee shall be charged an annual permit fee of \$17,160.90 plus applicable sales tax.

The Permittee shall not use the parcels until starting monthly payments to the City for the permit fee.

Checks, bank drafts, or postal money orders shall be made payable to the City of Kenai and delivered to the City Hall, 210 Fidalgo Avenue, Kenai, Alaska 99611.

In addition to the permit fee specified above, the Permittee agrees to pay to the appropriate parties all levies, assessments, and charges as hereinafter provided:

- A. Sales tax not enforced, or levied in the future, computed upon the permit fee payable in monthly installments whether said fee is paid on a monthly or yearly basis;
- B. All necessary licenses and permits; all lawful taxes and assessments which, during the term hereof may become a lien upon or which may be levied by the State, Borough, City, or by any other tax levying body, upon any taxable possessory right which Permittee may have in or to the Premises by reason of its use or occupancy or by reason of the terms of this Permit, provided however, that nothing herein contained shall prevent Permittee from contesting any increase in such tax or assessment through procedures provided by law.
- C. Interest at the rate of eight percent (8%) per annum and penalties of ten percent (10%) of any amount of money owed under this Special Use Permit which are not paid on or before the due date.
- D. Costs and expenses incident to this Special Use Permit, including but not limited to recording costs.

4. **USE.** The use by the Permittee of the Premises is limited to the purpose of an air tanker reload base. This use is subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities. Use of the Premises is subject to the following conditions:
 - A. Permittee shall use the Premises only for the purpose of an air tanker reload base.
 - B. The premises shall be returned to its current condition prior to the end of the term of this Special Use Permit. This shall include the removal of any trash or debris.
 - C. The Permittee shall follow requirements of the City Fire Marshal and allow City staff to inspect the premises if requested.

5. **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, the City is entitled to coverage to the extent of the higher limits.
 - A. General Liability or 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 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 for snow moving and storage activities to, from, or on the Premises. The policy must name the City as an additional insured.
 - D. All insurance required must meet the following additional requirements:
 - i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
 - ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
 - iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.

- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
 - v. Evidence of insurance coverage must be submitted to City by July 1, 2021. The effective date of the insurance shall be no later than July 1, 2021.
 - vi. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. This insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.
6. **INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** The Permittee shall fully indemnify, hold harmless, and defend the City of Kenai, its officers, agents, employees, and volunteers at its own expense from and against any and all actions, damages, costs, liability, claims, losses, judgments, penalties, including reasonable Attorney's fees of or for liability for any wrongful or negligent acts, errors, or omissions of the Permittee, its officers, agents or employees, or any subcontractor under this Permit. The Permittee shall not be required to defend or indemnify the City for any claims of or liability for any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of or liability for the joint negligence of the Permittee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be established upon final determination of the percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Permittee" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, for each party. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the Permittee.
7. **PERMITTEE'S OBLIGATION TO PREVENT AND REMOVE LIENS.** Permittee will not permit any liens, including mechanic's, laborer's, construction, supplier's, mining, or any other liens obtainable or available under existing law, to stand against the Premises or improvements on the Premises for any labor or material furnished to Permittee or to any related entity or claimed entity. The Permittee shall have the right to provide a bond as contemplated by State of Alaska law and contest the validity or amount of any such lien or claimed lien. Upon the final determination of the lien or claim for lien, the Permittee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Permittee's own expense.
8. **PERSONALTY.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit. Personal property placed or used upon the Premises and not removed upon termination of this Permit will be removed and/or impounded by the City. Property removed or impounded by the City may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus a storage fee of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its customers.

- 9. **FORBEARANCE.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement 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.
- 10. **TERMINATION, DEFAULT.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. The City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety. The City may also terminate this Permit immediately, or upon notice shorter than 30 days, due to a failure of Permittee to comply with conditions and terms of this Permit, which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period to correct the violation or breach.
- 11. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.
- 12. **ASSIGNMENT.** Permittee may not assign, by grant or implication, the whole any part of this Permit, the Premises, or any improvement on the Premises without the written consent of the City. Unless the City specifically releases the Permittee in writing, the City may hold the Permittee responsible for performing any obligation under this permit which an assignee fails to perform.
- 13. **ASSUMPTION OF RISK.** Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Permit.
- 14. **NO JOINT VENTURE.** The 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.
- 15. **SURVIVAL.** The obligations and duties of Permittee under paragraphs 5 and 6 of this Permit shall survive the cancellation, termination, or expiration of this Permit.
- 16. **AUTHORITY.** By signing this Permit, Permittee represents that is has read this agreements and consents to be bound by the terms and conditions herein and that the person signing this Permit is duly authorized by the business to bind the business hereunder.

STATE OF ALASKA DIVISION OF FORESTRY CITY OF KENAI

By: _____

By: _____

Michael Burkhead
Procurement Specialist III

Date:

Paul Ostrander
City Manager

Date:

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, 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 _____, 2021, the foregoing instrument was acknowledged before me by John Sliwinski, Vice-President of Alaska Air Fuel, Inc., on behalf of the corporation.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, MMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 3, 2021

SUBJECT: **Approving Officials Bond Amounts for City Manager, City Clerk and Finance Director**

The purpose of this memo is to request approval for the bonding amounts of the City Manager, City Clerk and Finance Director. Kenai Municipal Charter Section 4-3 Official Bonds requires the City Administrator, the Finance Director, the City Treasurer, and other officers and employees as the Council may designate to be bonded for the faithful performance of their respective duties in such amounts as the Council may prescribe and the City shall pay the premiums.

The City's general liability insurance policy provides \$500,000 for employee dishonesty coverage for all City employees. In addition to this coverage, Council set the bonding amount for these positions at \$100,000 for FY2021. \$100,000 is the maximum inexpensive bonding amount available to the City. Higher amounts which include employee dishonesty provisions have been quoted at \$1,750 per position for an additional \$500,000 of coverage for a total cost of \$5,250. The purchase of bonds in the amount of \$100,000 will provide \$600,000 of coverage for each position at a total cost of \$359.

I respectfully request a motion approving \$100,000 as the prescribed bonding amount for the City Manager, City Clerk and Finance Director positions respectively for FY2022.



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Scott Bloom, City Attorney

DATE: June 10, 2021

SUBJECT: **Proposed Closure By The National And Oceanic And Atmospheric Administration Of The Exclusive Economic Zone In Cook Inlet To Drift Gillnet Fishing.**

At the last Council meeting Robert Ruffner and Nate Berga presented to Council their positions and potential impacts of the proposed closure by the National and Oceanic and Atmospheric Administration of the Exclusive Economic Zone in Cook Inlet to drift gillnet fishing. Council expressed desire to submit comments opposing Amendment 14 to the Salmon Fishery Management Plan that would effectuate the closure to NOAA before the comment closure period of July 19, 2021. The City was just informed that proposed regulations implementing the closure have been published by NOAA with comments due July 6, 2021, the day prior to the City's July 7, 2021 Council meeting at which meeting the Council had proposed passing legislation regarding opposition to Amendment 14. The Council has previously passed Resolution 2020-89 - A Resolution of the City of Kenai, Alaska, Opposing Alternative 4 Proposed to the North Pacific Management Council that Would Close All Federal Waters in Cook Inlet to Commercial Fishing. Approval of this Action Approval item would provide for the submission of Resolution No. 2020-89 and an accompanying letter from the Mayor as comments opposing the proposed regulations closing commercial drift fishing in the EEZ by the July 6, 2021 deadline.

Your consideration is appreciated.



Sponsored by: Mayor Gabriel

CITY OF KENAI

RESOLUTION NO. 2020-89

A RESOLUTION OF THE CITY OF KENAI, ALASKA, OPPOSING ALTERNATIVE 4 PROPOSED TO THE NORTH PACIFIC FISHERY MANAGEMENT COUNCIL THAT WOULD CLOSE ALL FEDERAL WATERS IN COOK INLET TO COMMERCIAL SALMON FISHING.

WHEREAS, the North Pacific Fishery Management Council developed the *Fishery Management Plan for Salmon Fisheries in the EEZ off Alaska*, (FMP) that manages salmon fisheries in the United State Exclusive Economic Zone (EEZ; 3 nautical miles to 200 nautical miles off shore of Alaska); and,

WHEREAS, pursuant to a United States Court of Appeals Ninth Circuit ruling, after successful litigation brought by Cook Inlet commercial fishermen and seafood processors, the North Pacific Fishery Management Council must amend the FMP to bring it in line with the Ninth Circuit Court's decision; and,

WHEREAS, the North Pacific Fishery Management Council is considering four alternative amendments to the FMP:

Alternative 1 is status quo or no action, deferring management to the State of Alaska by excluding the traditional net fishing area in the Cook Inlet EEZ from the FMP (the Ninth Circuit Court ruling makes this alternative "untenable" according to the authors' of the Public Review Draft Environmental Assessment/ Regulatory Impact Review for Proposed Alternative XX to the Fishery Management Plan for the Salmon Fisheries in the EEZ Off Alaska);

Alternative 2 would establish federal management of the commercial salmon fishery in Cook Inlet with management of the commercial fishery delegated to the State of Alaska in accordance with the Magnuson Stevens Act and other applicable federal law;

Alternative 3 would establish Federal management of the commercial salmon fishery in Cook Inlet with the North Pacific Fishery Management Council and national Marine Fisheries Service without delegation of management to the State of Alaska; and

Alternative 4 would effectively close all federal waters in Cook Inlet to commercial salmon fishing; and,

WHEREAS, the City Council of Kenai has consistently advocated for science-based fisheries management decisions; and,

WHEREAS, Alternative 4 proposed by the State of Alaska ADF&G Deputy Commissioner at the North Pacific Fishery Management Council's October 12, 2020 meeting after closure of public comment is not a science-based decision, but instead according to the United Cook Inlet Drift association is a punitive decision for bringing the lawsuit and rather than constituting a

management plan consistent with sound fishery management and applicable federal regulations simply short circuits the Court’s decision and intent of the Magnuson Stevens Act and FMP by eliminating the fishery altogether; and,

WHEREAS, if Alternative 4 were adopted by the North Pacific Fishery Management Council, it would close the area of fishing where most the Cook Inlet Drift Fleet harvest occurs, effectively eliminating the economic viability of the fishery and viability of local seafood processors; and,

WHEREAS, the loss of the drift gillnet fishery in Cook Inlet would cause severe job loss, loss of capital investment in the fishery and support businesses, and could impact other fisheries if local processing capacity is lost or reduced; and,

WHEREAS, a 2015 report published by the McDowell group titled “The Economic Impact of the Seafood Industry in Southcentral Alaska” reported that the seafood industry in the reporting region directly employs over 10,000 people seasonally and had an economic output of \$1.2 billion; and,

WHEREAS, the City Council recognizes that the drift gillnet fleet, like other fisheries users, is a critical component of the City, positively contributing to the City’s local history, culture and economy; and,

WHEREAS, the City Council opposes adoption by the North Pacific Fishery Management Council of Alternative 4 which would effectively end the Cook Inlet Drift Net fishery and cause sever local economic impact and other harm to the City.

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

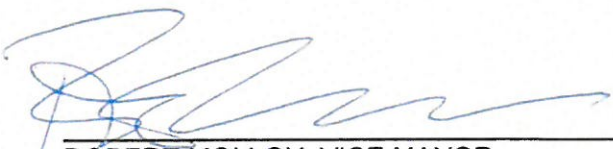
Section 1. That the City Council opposes the North Pacific Fishery Management Council adopting Alternative 4, and that a copy of this Resolution along with other consistent written comment from the Mayor or City manager be provided to the North Pacific Fishery Management Council as public comment for consideration at its December meeting.

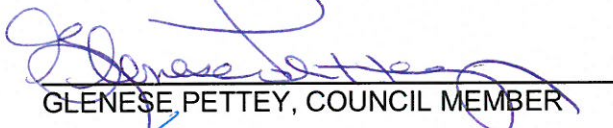
Section 2. That the City Council has not considered which of the remaining alternatives should be adopted by the NPFMC.

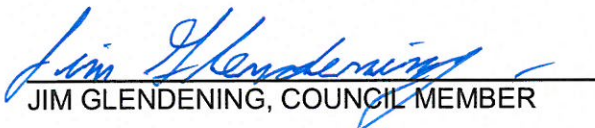
Section 3. That this resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 23rd day of November, 2020.


BRIAN GABRIEL SR., MAYOR


ROBERT MOLLOY, VICE MAYOR


GLENEASE PETTEY, COUNCIL MEMBER

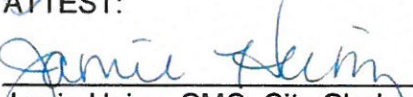

JIM GLENDENING, COUNCIL MEMBER


TEEA WINGER, COUNCIL MEMBER

SEAT VACANT, COUNCIL MEMBER


HENRY KNACKSTEDT, COUNCIL MEMBER

ATTEST:


Jamie Heinz, CMC, City Clerk





KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

FROM: Jamie Heinz, MMC, City Clerk

DATE: June 11, 2021

SUBJECT: **Appeal of a Planning and Zoning Commission Action Approving a Conditional Use Permit to Applicant, TKC LLC, for Eight Single Family Dwellings in a Suburban Residential Zone, Government Lot 26, Section 31, Township 6 North, Range 11 West, and Located at 1714 Fourth Avenue.**

An application to appeal the above-referenced matter was received on June 10, 2021.

KMC 14.20.290(f)(1), "Appeals - Board of Adjustment" provides,

(1) The Board of Adjustment shall ordinarily set a date for and hold a hearing on all appeals within forty-five (45) days of the filing of the appeal. However, should the forty-fifth day fall on a weekend or a municipal holiday, the hearing may be scheduled for the next following weekday which is not a municipal holiday under KMC 23.40.020(a)(1)-(10) and (b). For good cause, the Board of Adjustment may hold the hearing up to sixty (60) days after the filing of the appeal. Notice of the time and place of such hearing shall be mailed to all parties interested and to all property owners within 300 feet of the property involved at least fifteen (15) days prior to the hearing. Notices to the appellant and/or applicant for the action or determination must be sent by certified mail, return receipt requested.

The following information is provided to help in setting a Board of Adjustment hearing date:

FORTY-FIVE DAY END DATE	Sunday, July 25, 2021 which would be extended to Monday, July 26, 2021 per KMC 14.20.290(f)(1)
COUNCIL MEETING DATES (within 45-day requirement)	Wednesday, July 7, 2021
SIXTY-DAY END DATE	Monday, August 9, 2021
COUNCIL MEETING DATE(S) (within 60-day requirement)	Wednesday, July 7, 2021 Wednesday, August 4, 2021

Pursuant to KMC 14.20.290 referenced above, the City is required to provide notice of the hearing at least fifteen (15) days prior to the hearing. As such, to comply with the notice requirements, the hearing must be scheduled no sooner than Friday, July 2, 2021.

KMC 14.20.290 allows for an extension, "For good cause, the Board of Adjustment may hold the hearing up to sixty (60) days after the filing of the appeal."



**KENAI AIRPORT COMMISSION
REGULAR MEETING
MAY 13, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
VICE CHAIR KIMBERLY DODGE, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Vice Chair Dodge called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Vice Chair Dodge led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Commissioners Present: K. Dodge, D. Leichter, J. Bielefeld, D. Pitts

Commissioners Absent: G. Feeken, P. Minelga, J. Zirul,

Staff/Council Liaison Present: City Manager P. Ostrander, Airport Administrative Assistant E. Brincefield, Council Liaison H. Knackstedt

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Liechliter **MOVED** to approve the agenda and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENT – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. April 8, 2021

MOTION:

Commissioner Leichter **MOVED** to approve the meeting summary of April 8, 2021 and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. NEW BUSINESS

a. **Discussion/Recommendation** – Special Use Permit to Crowley Fuels LLC for

Aviation Fueling on Apron Fueling Area

MOTION:

Commissioner Liechliter **MOVED** to approve the Special Use Permit to Crowley Fuels LLC for Aviation Fueling on Apron Fueling Area and Vice Chair Dodge **SECONDED** the motion.

It was noted that Crowley Fuels LLC requests a Special Use Permit for 35,000 square feet of apron for fueling area.

There were no objections; **SO ORDERED**.

- b. **Discussion/Recommendation** – Approving Execution of Lease to SOAR International Ministries

MOTION:

Commissioner Bielefeld **MOVED** to approve the a. Execution of Lease to SOAR International Ministries and Commissioner Liechliter **SECONDED** the motion.

It was noted that SOAR International Ministries would like to amend their original lease proposal approved by Council on August 21, 2019. The amendment would allow for a \$2,000,000 hanger to be built over 2 years, with an office building to be built after the hangar within 2 years. Total construction of 3.5 million dollars.

There were no objections; **SO ORDERED**.

6. REPORTS

- a. **Airport Manager** – City Manager Ostrander and Airport Administrative Assistant Brincefield reported on the following:
- Eland Conway has been hired as the new Kenai Airport Manager, and starts on May 17, 2021. Eland has extensive knowledge and experience in all areas of airport operations, and the City believes he will be a great fit for the Airport;
 - Discussed aircraft accident that occurred on May 12, 2021. Reported that emergency responders, tower manager and airport staff met for a debrief on May 13, and the accident was handled very well. Some communication issues were resolved through debrief;
 - Received notification that the two ARFF vehicles will be delivered Jun 7, 2021;
 - Staff attended RSAT meeting which designated 2 areas of concern (hot spots) off runway to taxiways. Additional signage to be requested during certification inspection;
 - FAA certification inspection rescheduled to July 6-8;
 - Float plane basin sign to be installed by the end of next week, BBQ pedestals to be delivered mid-June;
 - Operations staff are busy with spring cleanup.
- b. **City Council Liaison** – Council Member Knackstedt reported on the actions of the April 21, 2021 Council Meetings.

7. NEXT MEETING ATTENDANCE NOTIFICATION – June 10, 2021

8. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Pitts noted he appreciates the efforts on float plane basin development

Commissioner Bielefeld commented on the parking plan with three air carriers, noting his concern with parking in front of terminal.

Commissioner Leichliter encouraged Airport staff to get donations for picnic tables at float plane basin. Would like to see the float plane development advertised.

9. ADDITIONAL PUBLIC COMMENT – None.

10. INFORMATION ITEMS

- a. April 2021 Mid-Month Report
- b. March 2021 Enplanements

11. ADJOURNMENT

MOTION:

There being no further business before the Commission, the meeting was adjourned at 6:26 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

**KENAI PARKS & RECREATION COMMISSION
JUNE 3, 2021 – 6:00 PM
KENAI CITY COUNCIL CHAMBERS
CHAIR CHARLIE STEPHENS, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Chair Stephens called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Chair Stephens led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

- Commissioners present: C. Stephens, T. Wisniewski, J. Dennis, S. Kisen, M. Bernard,
- Commissioners absent: D. Rigall, R. Tomrdle
- Staff/Council Liaison present: Parks & Rec Director B. Frates, Council Liaison T. Winger

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Bernard **MOVED** to approve the agenda as presented and Commissioner Dennis **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS

a. Suzanne Phillips – Aurora Borealis Robotics Team Presentation

The Aurora Borealis Robotics Team presented their project Free Play, the proposal of which includes maps directing people to all the free activities in the area and gear vaults for people to use around the local area, and would include an online version. The team noted that they have been working with BRIDGES, and they are in need of space, volunteers and donated equipment.

Discussion and questions from the Commission were positive and encouraging. It was suggested that they talk to Director Frates about coming up with a space in Kenai. It was noted that their website is not up yet, and that the students will contact Kenai Parks & Recreation when they are ready to take donations.

3. UNSCHEDULED PUBLIC COMMENT

4. APPROVAL OF MEETING SUMMARY

a. May 6, 2021

MOTION:

Commissioner Dennis **MOVED** to approve the meeting summary of May 6, 2021 and Commissioner Wisniewski **SECONDED** the motion. There were no objections; **SO ORDERED.**

5. **UNFINISHED BUSINESS** – None.

6. **NEW BUSINESS**

a. **Discussion/Recommendation** – Aurora Borealis Robotics Team Project

The Commission discussed more regarding the ABC presentation, including possible locations in Kenai to house gear vaults and providing donations of equipment.

7. **REPORTS**

a. **Parks and Recreation Director** – Director Frates reported

- The Kite Festival was wet, but good. Sunday there was an impromptu kite flying event on Millennium Square;
- Help at the Parks & Recreation Department is sparse, but everyone is working hard.

b. **Commission Chair** – Chair Stephens asked questions regarding why we do not have applicants this year.

c. **City Council Liaison** – Council Member Winger reported on the actions of the May 19, 2021 and June 2, 2021 City Council meetings.

8. **NEXT MEETING ATTENDANCE NOTIFICATION** – August 5, 2021

9. **COMMISSION QUESTIONS & COMMENTS**

Commissioner Kisenka thanked Parks & Recreation for the restrooms at the disc golf course.

10. **ADDITIONAL PUBLIC COMMENT** – None.

11. **INFORMATIONAL ITEMS**

12. **ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 6:33 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MAY 26, 2021 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVENUE, KENAI, ALASKA
CHAIR JEFF TWAIT, PRESIDING

MINUTES

A. CALL TO ORDER

Chair Twait called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

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

2. Roll Call

Commissioners present: J. Twait, J. Halstead, G. Greenberg, A. Douthit, R. Springer

Commissioners absent: D. Fikes, G. Woodard

Staff/Council Liaison present: Planning Director R. Foster, Planning Assistant W. Anderson, Deputy City Clerk M. Thibodeau, Council Liaison J. Glendening

A quorum was present.

3. Agenda Approval

MOTION:

Commissioner Halstead **MOVED** to approve the agenda as presented and Commissioner Douthit **SECONDED** the motion. There were no objections; **SO ORDERED**.

4. Consent Agenda

MOTION:

Commissioner Halstead **MOVED** to approve the consent agenda and Commissioner Greenberg **SECONDED** the motion. There were no objections; **SO ORDERED**.

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

5. *Excused absences – G. Woodard

B. APPROVAL OF MINUTES

1. *May 12, 2021

The minutes were approved by the Consent Agenda.

C. SCHEDULED PUBLIC COMMENT – None.**D. UNSCHEDULED PUBLIC COMMENT – None.****E. CONSIDERATION OF PLATS**

1. **Resolution PZ2021-11** – Preliminary Subdivision Plat of Valhalla Heights 2021 Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna, AK 99669, on behalf of Jeremiah and Jennifer Cates, 415 Phillips Drive, Kenai, AK 99611

MOTION:

Commissioner Halstead **MOVED** to approve Resolution No. PZ2021-11 and Commissioner Douthit **SECONDED** the motion.

Planning Director Foster presented his staff report with information provided in packet noting that the applicant wishes to remove the lot line between Lot 10A and Lot 12 to create a new Lot 10B Block 11, which will provide a greater wastewater disposal area for the property.

Approval of the plat was recommended, subject to the following conditions:

1. Further development of the property shall conform to all federal, State of Alaska, and local regulations.

VOTE:

YEA: Springer, Halstead, Douthit, Greenberg, Twait

NAY:

MOTION PASSED UNANIMOUSLY.

2. **Resolution PZ2021-17** – Preliminary Subdivision Plat of Tide View Subdivision #2, submitted by Johnson Surveying, P.O. Box 27, Clam Gulch, AK 99568, on behalf of Mack and Carol Padgett, 855 Ames Rd., Kenai, AK 99611 and Ken and Elizabeth Smith, 4342 Freeman Creek Rd., Lenore, ID 83541

MOTION:

Commissioner Halstead **MOVED** to approve Resolution No. PZ2021-17 and Commissioner Springer **SECONDED** the motion.

Planning Director Foster presented his staff report with information provided in packet noting that the applicant wishes to move the property line between two lots, and with the adjustment of the lot line, an existing 10'x12' cabin on Lot 1A will need to be moved in order to meet the 15 foot side

setback requirement.

Approval of the plat was recommended, subject to the following conditions:

1. Further development of the property shall conform to all federal, State of Alaska, and local regulations.
2. The 10'x12' cabin on Lot 1A will be moved in order to meet the 15 foot side setback per KMC 14.24.020.
3. Change Note 6 on the plat from 30 foot front setback to a 20 foot front setback per KMC 14.24.020 Development Requirements Table.

MOTION TO AMEND:

Commissioner Douthit **MOVED** to amend Resolution No. PZ2021-17 by changing the Resolution Number to 2021-18 and Commissioner Halstead **SECONDED** the motion.

VOTE ON AMENDMENT:

YEA: Halstead, Douthit, Greenberg, Twait, Springer

NAY:

MOTION PASSED UNANIMOUSLY.

Clarification was provided that the applicant intends to move the cabin, but submitting an application for a waiver on the encroachment is also an option.

VOTE ON MAIN MOTION:

YEA: Greenberg, Twait Springer, Halstead, Douthit

NAY:

MOTION PASSED UNANIMOUSLY.

3. **Resolution PZ2021-20** - Preliminary Subdivision Plat of TKC2 Subdivision, submitted by Segesser Surveys, 30485 Rosaland Street, Soldotna, AK 99669, on behalf of TKC LLC, P.O. Box 10658, Bakersfield, CA 93389

MOTION:

Commissioner Halstead **MOVED** to approve Resolution No. PZ2021-20 and Commissioner Greenberg **SECONDED** the motion.

Planning Director Foster presented his staff report with information provided in packet noting that the Byler Contracting, on behalf of the applicant, has submitted a conditional use permit (Resolution PZ 2021-19) to be reviewed by the Commission during tonight's meeting. The plat will subdivide the 2.5 acre Government Lot 26, into two smaller lots.

Approval of the plat was recommended, subject to the following conditions:

1. Further development of the property shall conform to all federal, State of Alaska, and local regulations.

Clarification was provided that each parcel would be connecting sewer and water from Haller Street.

VOTE:

YEA: Twait, Springer, Halstead, Douthit, Greenberg

NAY:

MOTION PASSED UNANIMOUSLY.

4. **Resolution PZ2021-22** – Preliminary Subdivision Plat of Kenai Landing Subdivision 2021 Addition, submitted by Edge Survey and Design, P. O. Box 208, Kasilof, AK 99610, on behalf of Kenai Landing, Inc., 4786 Homer Spit Rd., Homer, AK 99603

MOTION:

Commissioner Halstead **MOVED** to approve Resolution No. PZ2021-22 and Commissioner Greenberg **SECONDED** the motion.

Planning Director Foster noted that staff recommends postponing Resolution No. PZ2021-22 until the next scheduled Planning & Zoning Commission meeting of June 9, 2021.

MOTION TO POSTPONE:

Commissioner Halstead **MOVED** to postpone Resolution No. PZ2021-22 until the Planning & Zoning Commission meeting of June 9, 2021 and Commissioner Douthit **SECONDED** the motion.

VOTE ON POSTPONEMENT:

YEA: Springer, Halstead, Douthit, Greenberg, Twait

NAY:

MOTION PASSED UNANIMOUSLY.

F. PUBLIC HEARINGS

1. **Resolution PZ2021-19** – Application for a Conditional Use Permit for eight single family dwellings in the Suburban Residential zone, on Government Lot 26, Section 31, Township 6 North, Range 11 West, and located at 1714 Fourth Avenue. The application was submitted by Byler Contracting, P.O. Box 877750, Wasilla, AK 99687, on behalf of the TKC LLC, P.O. Box 10658, Bakersfield, CA 93389

MOTION:

Commissioner Halstead **MOVED** to approve Resolution No. PZ2021-19 and Commissioner Douthit **SECONDED** the motion.

Planning Director Foster presented his staff report with information provided in packet explaining that the applicant wishes to obtain a Conditional Use Permit for the purposes of constructing 8

single-family dwelling units. The criteria for conditional use permits was reviewed; it was noted the application met the criteria and City staff recommends approval subject to the following conditions:

1. Further development of the property shall conform to all federal, State of Alaska, and local regulations.
2. Prior to issuance of a Building Permit, a landscape/site plan must be reviewed and approved by the Planning Director.
3. Prior to issuance of a Building Permit, conditions listed under Footnote 3 of the KMC 14.22.010 Land use table must be reviewed and approved by the Planning Director.
4. Prior to beginning construction of the project, a building permit must be issued by the Building Official for the City of Kenai.
5. A yearly Conditional Use Permit report must be submitted to the City of Kenai prior to the 31st day of December of each year.
6. The applicant will meet with City staff for on-site inspections when requested.
7. If there is a change of use for the above described property a new Conditional Use Permit must be obtained, pursuant to 14.20.150(i)(5).
8. Pursuant to KMC 14.20.150(i)(2), this permit shall expire automatically upon termination or interruption of the use for a period of at least one year.
9. Failure to provide documentation to the City for meeting these conditions shall be grounds for the suspension or revocation of the conditional use permit.

Chair Twait opened for public hearing.

Wayne Jones expressed concerns about the development such as the effect on neighboring property values, the organization's non-local base, the potential loss of wooded spaces in the neighborhood, and increased traffic.

Fred Braun spoke in favor of the development, and clarified that the developer is an Alaskan resident. He explained his reasons for supporting the resolution, including the lack of rentals available in the area and the tax dollars it will provide to the City.

Star McCloud stated her opposition to the development, expressing concerns about the wildlife that can be found on the property, the addition of new driveways, and negative effects on neighboring property values. She encouraged the Commission to visit the neighborhood to see for themselves.

Sharon Shinn stated that she shared her neighbors' opposition to the development and their concerns about increased traffic, effect on wildlife, and negative effects on neighboring property values.

Rob Coreson clarified that Byler Contracting builds all over the state, and noted the quality and cleanliness of the projects they've completed locally. He explained the size and layout of the proposed units.

Wayne Jones noted that a number of homes in the area are rentals. He questioned the zoning classification of "medium density" for the residential area, and the length of time after planting for vegetation to hide the development.

Fred Braun explained that they intend to rent to professional people and this will not be low-income housing.

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

It was noted that no negative reports or complaints have been received regarding the organization's other similar project.

Commissioner Springer explained he will vote yes on this resolution, because once the plat is approved there would be no need to have a Conditional Use Permit for this, and would only need to receive a Building Permit for two four-plexes.

Clarification was provided that the applicant is required to plant a screen of trees as part of their landscape plan in order to receive approval.

Commissioner Douthit explained he will be voting yes, because he sees no difference in terms of density between this plan and the possibility for another contractor to create eight individual lots and create the same number of residences. He explained that the size of the proposed residences are average and not inadequately sized, and a growing community will naturally result in less green space. He also noted that the driveway plans meet City code.

Chair Twait explained he is in favor of the resolution, because it meets the criteria. He noted that he understands the public's concerns, but that the applicant can't be penalized because neighbors want to preserve the property as a green space. He noted that he does not expect neighboring property values to be harmed by this development.

Commissioner Greenberg explained that he will vote to approve the resolution, because the property is private ownership and we can't mandate that it remain green space. He noted that the landscape plan requirement to plant a screen of trees will provide a good buffer to maintain visual integrity.

Commissioner Halstead explained that he agrees with the other commissioners and will vote to approve the resolution, because the Conditional Use Permit application meets our requirements and it follows the City code, and he anticipates this being a well-maintained project.

VOTE:

YEA: Halstead, Douthit, Greenberg, Twait, Springer

NAY:

MOTION PASSED UNANIMOUSLY.

Chair Twait noted the fifteen-day appeal period.

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS – None.

I. PENDING ITEMS – None.

J. REPORTS

1. **City Council** – Council Member Glendening reported on the actions from the May 19, 2021 City Council meeting, and upcoming local events.
2. **Borough Planning** – No report.
3. **City Administration** – Planning Director Foster reported on the following:
 - Updated Airport Lease Lands brochure;
 - Upcoming meeting on June 9, 2021 is anticipated to include two Special Use Permits and two plats.

K. ADDITIONAL PUBLIC COMMENT

1. Citizens Comments
2. Council Comments

L. INFORMATIONAL ITEMS

M. NEXT MEETING ATTENDANCE NOTIFICATION

1. June 9, 2021

N. COMMISSION COMMENTS & QUESTIONS

Commissioner Halstead thanked everyone and noted his appreciation for the Airport Lands brochure.

O. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 8:18 p.m.

Minutes prepared and submitted by:



Meghan Thibodeau
Deputy City Clerk



**KENAI BEAUTIFICATION COMMITTEE
REGULAR MEETING
MAY 11, 2021 – 6:00 P.M.
KENAI CITY HALL
CHAIR LISA GABRIEL, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Chair Gabriel called the meeting to order at 6:05 p.m.

a. Pledge of Allegiance

Chair Gabriel led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Committee Members present: Chair L. Gabriel, T. Wilson, S. Douthit, J. Phillips, B. Roland

Committee Members absent: L. Craycraft, E. Heale

Staff/Council Liaison present: Parks and Recreation Director B. Frates, Council Liaison V. Askin

A quorum was present.

c. Agenda Approval

MOTION:

Committee Member Phillips **MOVED** to approve the agenda and Committee Member Douthit **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. April 13, 2020

MOTION:

Committee Member Phillips **MOVED** to approve the April 13, 2020 minutes and Committee Member Roland **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

a. **Discussion** – Kenai Parks, Recreation & Beautification Presentation

Director Frates gave a short PowerPoint presentation for the benefit of the new members, and also to recognize some achievement from past Beautification Committees.

b. **Discussion** – Kite Festival

Director Frates noted there are opportunities to help with the Kite Festival and noted he will have Administrative Assistant Carol Bannock reach out to everyone. As of now, help is needed passing out bubbles and wands to kids.

Frates reviewed the timelines for the activities planned, noting that Walmart, Kenai Rotary and Salvation Army are contributors. Food trucks and music along with kids activities will occur at the greenstrip in the evening.

7. REPORTS

- a. **Parks & Recreation Director** – Parks and Recreation Director B. Frates reported on the following:
- Applications for summer maintenance positions have been slow rolling in;
 - Parks Operator Randy Dodge has been busy prepping beds and attending to the flowers in the greenhouse.
- b. **Committee Chair** - Chair Gabriel thanked Director Frates for the PowerPoint presentation.
- c. **City Council Liaison** – Council Member Askin reported on the actions of recent Council meetings, including a third airline coming to operate out of the Kenai Airport and gave an update on the Bike Rodeo that the Kenai Police Department is involved with.

8. NEXT MEETING ATTENDANCE NOTIFICATION – September 7, 2021

9. COMMITTEE MEMBER QUESTIONS AND COMMENTS

Committee members voiced appreciation for the PowerPoint presentation, noting the following:

- Metal fish in circle planers need straightened and possibly painted, if that made sense to do so;
- Leif Hansen Memorial Park “Town Tree” should be considered for spraying due to spruce bark beetles;
- Plant day and tour dates confirmed;
- Beautification brochures get placed in various City facilities and holders located at trailheads;
- Wood seats around Leif Hansen Park Memorial Anchor and water fountain will be replaced prior to Memorial Day.

10. ADDITIONAL PUBLIC COMMENT

11. INFORMATION – None.

12. ADJOURNMENT

There being no further business before the Committee, the meeting was adjourned at 7:16 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

DRAFT



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Eland Conway, Airport Manager
DATE: June 7, 2021
SUBJECT: **Airport Mid-Month Report June 2021**

2020/2021 Sand/SRE Storage Building – This project is looking at substantial delays due to materials.

2021 Acquire Snow Removal Equipment (SRE) – Council approved June 2, 2021. Public Works working on Short Form Agreement to secure the purchase.

Airport Airfield Drainage – Waiting on final documents from engineers and approval to advertise from FAA. Invitation to Bid will be advertised by July 1, 2021.

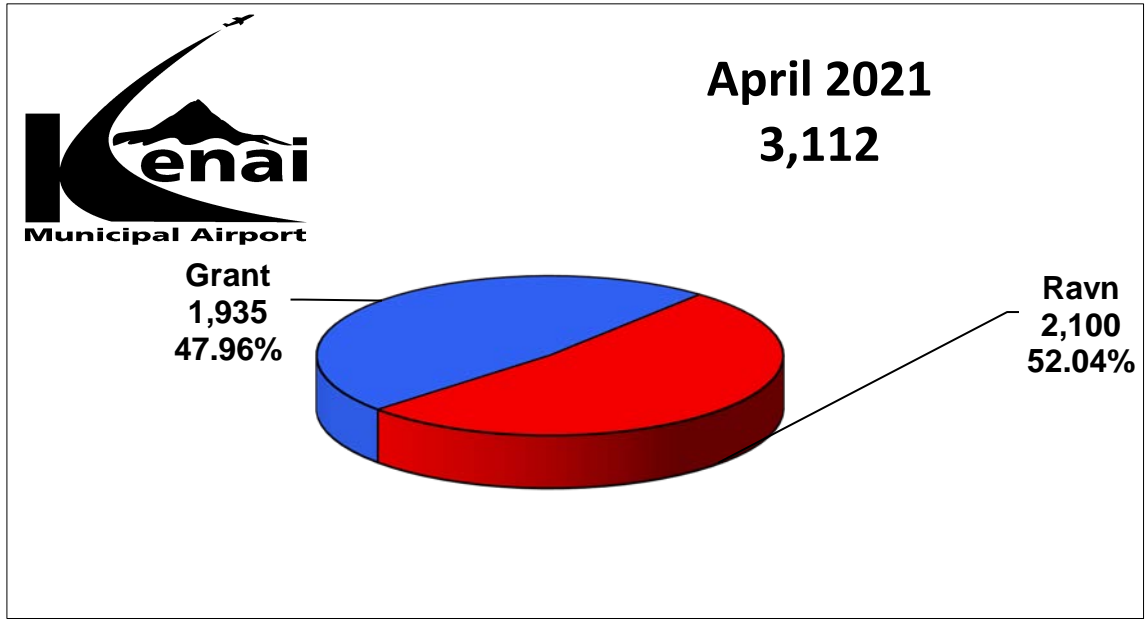
Tractor & Mower – Anticipated arrival is August 2021.

Sand Screening – Triangle Recycling to begin contracted sand screening from Airport stockpile in July.

Administration Report

- Airport Manager is out of office June 1-18, 2021.
- FAA Airport Certification Inspection rescheduled to July 6-8
- TSA Inspection scheduled July 26-27, 2021

April Enplanement Report



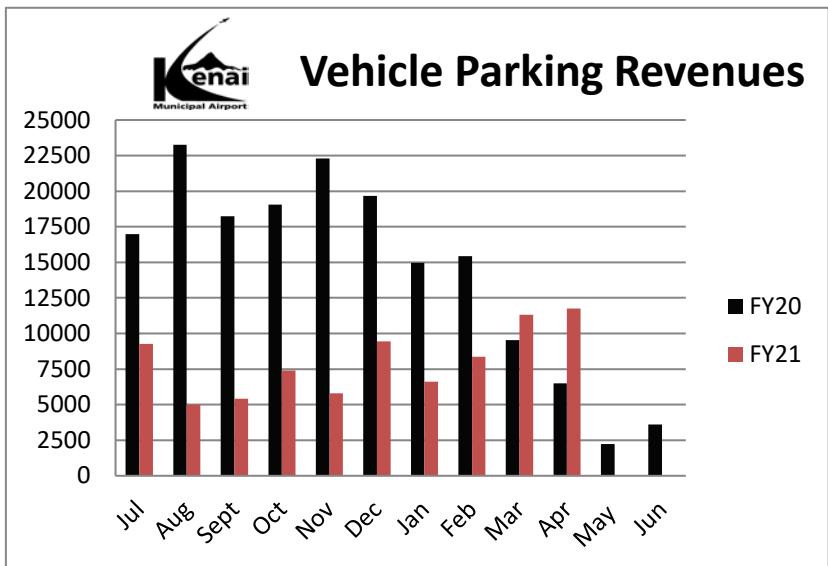
Month	RAVN ALASKA	GRANT AVIATION	Total 2021	2020	Change from 2020
January	1,606	1,783	3,389	6,390	-3,001
February	1,636	1,476	3,112	5,930	-2,818
March	2,161	1,966	4,127	1,317	2,810
April	2,100	1,935	4,035	359	3,676
May				702	
June				1,367	
July				2,445	
August				3,063	
September				2,806	
October				2,606	
November				2,366	
December				3,080	
Totals	7,503	7,160	14,663	32,431	667

Terminal - Vehicle Parking Revenues

April

FY20	\$6,503
FY21	\$11,757

FY20 Total	\$171,739
FY21 YTD	\$80,379





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

THROUGH: Dave Ross, Police Chief

FROM: Jessica “JJ” Hendrickson, Animal Control Chief

DATE: June 7, 2021

SUBJECT: **May 2021 Monthly Report**

This month the Kenai Animal Shelter took in **40** animals. Animal intake and disposition:

DOGS:				
	INTAKE	21	DISPOSITION	18
	Waiver	8	Adopted	3
	Stray	7	Euthanized	0
	Impound	1	Claimed	14
	Protective Custody	1	Field Release	0
	Quarantine	0	Transferred	0
	Microchips	3	Other Dispositions	1
	Other Intakes	1		
CATS:				
	INTAKE	18	DISPOSITION	18
	Waiver	12	Adopted	15
	Stray	6	Euthanized	1
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	2

Microchips	0	Other Dispositions	0
Other Intakes	0		0
OTHER ANIMALS:			
INTAKE	1	DISPOSITION	1
Chicken	1	Chicken	1
Rabbit	0	Rabbit	0
Other	0	Guinea Pig	0
DOA:	6	OTHER STATISTICS:	
Dog	0	Licenses (City of Kenai Dog Licenses)	12
Cat	5		
Bird	1		

- 2 Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 28 Animals are *known* borough animals
- 19 Animals are *known* City of Kenai
- 1 Animals are *known* City of Soldotna
- 0 Animals from unknown location
- 64 Field Investigations & patrols
- 0 Volunteer Hours Logged
- 2 Citations
- 1 Educational Outreach

Statistical Data:

- 361 2019 YTD Intakes
- 369 2020 YTD Intakes
- 257 2021 YTD Intakes





MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Paul Ostrander, City Manager
FROM: Terry Eubank, Finance Director
DATE: June 10, 2021
SUBJECT: Finance Department – June 2021 Mid-month Report

With the passage of the FY22 Budget at the May 19th Council Meeting, the department has been making changes and compiling the document for printing. The document is expected to be available for distribution next week. The Department’s focus will now be switching to closing FY21 and completion of the City’s Comprehensive Annual Financial Report. This process includes closing of the FY21 financial records, fiscal year end grant reporting and finally financial statement preparation. The annual audit is scheduled for the week of October 4th.

The 2021 Personal Use Fishery is quickly approaching and we will be working to train our seasonal help to work in the dipnet shacks. We have been working closely with our software programmer to update the shack attendant software and to update the dipnet app.

The department, working with Stormy in Human Resources, is completing open enrollment for employee benefits. This process included meetings with employees, staff, and the City’s broker, Marsh & McLennan Agency.

The department is in the process of recruiting for the newly authorized IT Desktop Support Technician position authorized in the FY2022 Budget. A July 1, 2021 start date is being targeted for the position.



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and City Council

THROUGH: Paul Ostrander, City Manager

FROM: Tony Prior, Fire Chief

DATE: June 7, 2021

SUBJECT: Fire Department Mid-Month Report – May

Calls for service in May were consistent with numbers from 2020. Here are is the breakdown for May.

Year	2020	2021	% change
May total	110	110	0.0%
EMS	81	79	-2.5%
All Other	29	31	6.9%
Year total	534	542	1.5%

Project work continues with the Vaccination program as we move forward with clinics, home visits and walk-in patients. We participated in the local area kick-off to Sleeves up for Summer program at the Soldotna Creek Park (Party in the Park). We partnered with City of Soldotna, Kenai Public Health, Soldotna Professional Pharmacy and Dr. Ann Zink to vaccinate 65 individuals. We will alternate with Public Health Department to be on site for the Wednesday markets throughout the summer. We welcomed Mary Toll to the department as we have hired her for the temporary position to assist in updating the City’s Emergency Operation Plan.

All shifts completed their annual live burns at Beacon Training Center, as we prepare for our upcoming CERT inspection from FAA. All personnel have also completed their online medical training for the bridge course for all EMT’s. We will be completing the scenario portion of the bridge this month to finish the course.





The rescue boat will be placed at the Copper River Seafoods dock for the season to allow quick access and response to river/inlet incidents. Our personnel will be training on the boat in preparation for the upcoming season over the next couple weeks. Pete Coats has scheduled to conduct AED/CPR training for Temporary Enforcement Officers, also in preparation for the upcoming dipnet season.



MEMORANDUM

TO: Mayor Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Katja Wolfe, Library Director
DATE: June 7, 2021
SUBJECT: Library Mid-Month Report May 2021

May 2021 at a Glance

Items Borrowed		May-20	May-21	2021 YTD
Physical		814	4,365	22,660
Digital		1,477	1,661	8,255
Visits and Services				
Number of Curbside Pickups		164	54	759
New Memberships		18	32	154
Room Use		n/a	42	60
Programs				
Number of Programs		21	13	84
People Reached (e.g., DIY Kits)		n/a	155	764
People Reached Virtually		n/a	387	4,181
Technology Sessions				
Computer sessions		n/a	348	1,320
WiFi Sessions		2,183	3,866	17,850
Early Literacy Station Sessions		n/a	63	63

May 2021 programming highlights

- Virtual programs via Facebook, YouTube, and Zoom
 - Stuffed Animal Sleepover (14 participants)
 - Biweekly Lego® challenge (41 views)
 - Biweekly Maker Mondays (122 views)
 - Virtual story times (11 participants, 102 views)
 - Let's Draw! Mandalorian (88 views)
 - Dance, Dance Retrolution (60 views)
 - Cast Iron Cooking (65 views)
- DIY kits and giveaways
 - Pick your Path—A Star Wars Escape Room in a Bag (50)
 - DIY Mothers' Day Card (41)
 - DIY Kite kits (50)

May 2021 library services highlights

- We reopened our study rooms and shared conference room on May 10th
 - 42 reservations and about 77 hours of use since then
- Two of our early literacy stations are available for use again in the Kids Corner
- We continued to offer our curbside pickup service continues
 - Average of 1.7 curbside pickups per day (54 total)
- Transits:
 - We sent 367 items to Alaska Library Catalog member libraries.
 - We borrowed 509 items from Alaska Library Catalog member libraries.
- Summer Reading Program 2021 is in full swing. As of June 2, 194 children, 19 teens, and 66 adults have signed up to participate. For more information, go to <https://www.kenai.city/library/page/summer-reading-2021>





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 8, 2021
SUBJECT: Mid-month Report - May

The department hosted its annual Kite Festival Saturday, May 29. The weather was not conducive to flying kites on Saturday, however, there were many program successes. The Kenai Library handed out free kite building kits and James Adcox, Children's Librarian at the Kenai Library, hosted an online kite building lesson for the children. Folks were able to fly their kites on the beach earlier in the day before making their way to the greenstrip for some festivities (music, kite flying, food, beer garden). Although Alaskiters were limited on Saturday due to the rain, they stayed around long enough the following day to fly several kites, including the largest kite in Alaska. Carol Bannock did an amazing job organizing this year's event and assembling a team of supporters, including Kenai Rotary, Salvation Army, Kenai Community Library, Spenard Builders Supply, Walmart, LDS Church, Kenai Joes, Main Street Hotel, various food trucks and Alaskiters Club.

The annual community cleanup was held May 8. This was held in conjunction with the Kenai Chamber of Commerce and Visitors Center and Peninsula Refuse.

Parks & Recreation teamed up with Public Works and removed 98 beetle-killed trees from City Hall area and another 30 from the cemetery. We are also coordinating with Public Works for stump removal, importing fill, topsoil and seeding at City Hall. Some tree planting will occur next month.

Recruitment for summer maintenance positions is ongoing. Charlotte Thurman resigned from the Laborer position and this position is currently open. We wish Charlotte well on her future endeavors.

High School baseball and softball concluded at the end of May. Local sports leagues (soccer, baseball and softball) are under way. Kenai Little League will be hosting a minor division baseball tournament July 10-18 and the Kenai Softball Association will be hosting their annual Firecracker Tournament July 3 and 4. The Central Peninsula Fastpitch Softball Club will also be hosting a youth tournament August 7 and 8.

The department has been collaborating with Michael Bernard (Salamatof Native Association) on identifying some community service projects they will be assisting with.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Ryan Foster, Planning Director
DATE: June 7, 2021
SUBJECT: **Planning and Zoning May 2021 Report**

Planning and Zoning Commission Agenda Items and Resolutions

- On May 12, 2021 the Planning and Zoning Commission recommended approval of the following preliminary plats, conditional use permits, and a lease:
 - **Resolution PZ2021-14** – Preliminary Subdivision Plat of FBO Subdivision No. 11, submitted by Segesser Surveys, 30485 Rosland Street, Soldotna, AK 99669, on behalf of City of Kenai, 210 Fidalgo Avenue, Kenai, AK 99611.
 - **Resolution PZ2021-15** – Application for a Conditional Use Permit for Cabin Rentals for the property described as Lot 3, James H Cowan Estates, located at 1050 Angler Drive, Kenai, Alaska 99611. The application was submitted by Bryan Lowe, Rachel Lowe and Bryson Lowe, 411 Eadies Way, Kenai, AK 99611.
 - **Resolution PZ2021-16** – Application for a Conditional Use Permit for Guide Services for the property described as Lot 4, Block 4, Basin View Subdivision Part 3, located at 345 Dolchok Lane, Kenai, Alaska 99611. The application was submitted by Dean M. Schlehofer, P.O. Box 201565, Anchorage, AK 99520-1565.
 - **Action/Approval** – Application for Lease of City-owned Lane within the Airport Reserve described as Tract A-2, General Aviation Apron Subdivision No. 7. The application was submitted by SOAR International Ministries, P.O. Box 1714, Kenai, AK 99611.

- On May 12, 2021 the Planning and Zoning Commission denied the following conditional use permit:
 - **Resolution PZ2021-17** – Application for a Conditional Use Permit for Lodging for the property described as Lot 4, Block 4, Basin View Subdivision Part 3, located at 345 Dolchok Lane, Kenai, Alaska 99611. The application was submitted by Dean M. Schlehofer, P.O. Box 201565, Anchorage, AK 99520-1565.

- On May 26, 2021 the Planning and Zoning Commission recommended approval of the following preliminary plats and conditional use permits:
 - **Resolution PZ2021-11** – Preliminary Subdivision Plat of Valhalla Heights 2021 Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna, AK 99669, on behalf of Jeremiah and Jennifer Cates, 415 Phillips Drive, Kenai, AK 99611.
 - **Resolution PZ2021-17** – Preliminary Subdivision Plat of Tide View Subdivision #2, submitted by Johnson Surveying, P.O. Box 27, Clam Gulch, AK 99568, on behalf of Mack and Carol Padgett, 855 Ames Rd., Kenai, AK 99611 and Ken and Elizabeth Smith, 4342 Freeman Creek Rd., Lenore, ID 83541.
 - **Resolution PZ2021-20** - Preliminary Subdivision Plat of TKC2 Subdivision, submitted by Segesser Surveys, 30485 Rosaland Street, Soldotna, AK 99669, on behalf of TKC LLC, P.O. Box 10658, Bakersfield, CA 93389.
 - **Resolution PZ2021-19** – Application for a Conditional Use Permit for eight single family dwellings in the Suburban Residential zone, on Government Lot 26, Section 31, Township 6 North, Range 11 West, and located at 1714 Fourth Avenue. The application was submitted by Byler Contracting, P.O. Box 877750, Wasilla, AK 99687, on behalf of the TKC LLC, P.O. Box 10658, Bakersfield, CA 93389.

Building Permit and Site Plan Reviews

Planning and Zoning staff reviews all Building Permits for compliance with the zoning code. The Department did not conduct any Building Permit reviews in May, 2021.

Code Enforcement

There were no new code enforcement cases opened in May, 2021.

Lands

- On May 28, 2021 Schilling Rentals signed and delivered the lease for Lot 5A Block One (1), FBO Subdivision 2018 Replat for the development of a hangar for rotor and fixed wing aircraft with crew quarters.

The City did not receive any applications for new Leases during May 2021.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

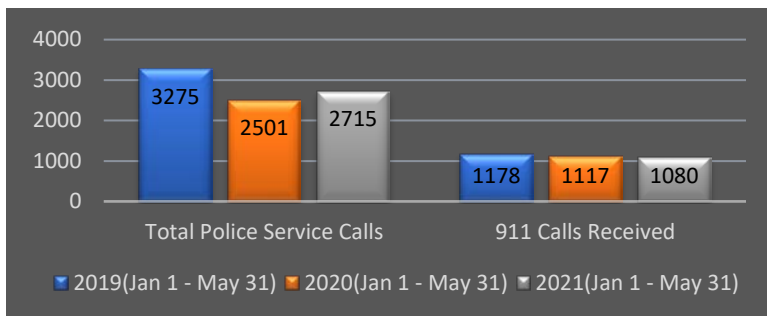
DATE: June 7, 2021

SUBJECT: **Police & Communications Department Activity – May 2021**

Police handled 700 calls for service in May. Dispatch received 242 9-1-1 calls. Officers made 39 arrests. Traffic enforcement resulted in 396 traffic contacts and 92 traffic citations. There were 3 DUI arrests. Officer investigations were conducted on 5 motor vehicle crashes. There were no collisions involving a moose. There were no collisions involving drugs or alcohol.

The KPD officer on the regional SERT team attended two weeks of training with the team. One KPD officer attended a three day virtual drug enforcement training. One officer attended a rifle armorer course in Sitka. One officer completed a virtual radar/lidar instructor course. All dispatchers continued with international academies of emergency dispatch online training.

Our School Resource Officer graduated two DARE classes at Kaleidoscope Elementary with a total of about 40 fifth grade students. He helped facilitate two bicycle ‘rodeo’ events for students at Kaleidoscope and one at Mountain View Elementary School. He also attended graduation ceremonies at Kenai Central High School and Kenai Alternative High School. In addition to these events, he investigated a number of police related cases in the schools this month.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 2021
SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

- Alaska Regional Fire Training Facility Aircraft Rescue Fire Fighting (ARFF) Vehicles – The new trucks have now been completed at the manufacturer’s facility and shipping to Kenai is imminent. This is the last component required to move into closeout with the Federal Aviation Administration (FAA) Grant No. 3-02-0142-059-2019. Much gratitude to our counterparts at the FAA as well as Mary Bondurant, the former Airport Manager, who were instrumental in this roughly \$6,000,000 renovation to the Alaska Regional Fire Training Facility.



- Kenai Municipal Airport Sand Storage Facility – The City executed a design agreement to HDL Engineering on April 17, 2020 for a new Sand Storage Facility. On August 7, 2020 Final Design Documents were received and a Formal Invitation to Bid was released on August 10th with Bids due on August 31st, 2020. Orion Construction was the successful bidder with a low bid of \$2,289,000. The City successfully executed a grant with the FAA on September 25, 2020 in the amount of \$1,954,101, a second grant is anticipated for next Spring, May 2021, to cover the remaining costs on a total project cost of \$2,835,263. A Notice to Proceed for Construction was issued for October 14, 2020. *Update: This project is now anticipated to experience significant delays. Contractor has been experiencing supply chain issues and building will likely not start construction until next spring. Most of the issues stem from the Steel Pre-Manufactured Building Suppliers. Formal shop drawings for the building have yet to be approved and production times run 16 weeks in normal times. With the scheduled start looking to be in early winter best case scenario staff and the engineering team are considering holding off the building start until May 2022. There have been no cost impacts submitted to the City at this time, only considerations due to project timeline. Council will continue to be kept apprised of the situation.*
- Kenai Municipal Airport Airfield Drainage – Ordinance 3166-2020 Authorized HDL Engineering to begin an assessment on both the existing runway as well as some ongoing drainage issues. On December 14, 2020 an agreement was executed to begin investigations on the Airfield Drainage project. The initial agreement in the amount of \$37,230 will provide for CCTV camera inspections of several thousand feet of storm main near the runway. On January 8, 2021 we received a report from HDL with the condition assessment of the drainage lines that were inspected prior to the Holidays. Based on this information HDL has provided a proposal to complete Construction Documents for the replacement of approximately 500 LF of the most deteriorated pipe, with other sections to wait and be completed along with the future Runway Rehabilitation Project. Ordinance 3185-2021 was approved at the February 17, 2021 Council Meeting and appropriated additional funds for a total anticipated project cost of \$300,000. *Update: On May 20, 2021 we received the executed CATEX document from the FAA. On June 8, 2021 final bid documents were sent to the FAA with a formal request for approval to advertise. A formal Invitation to Bid is anticipated for late June with a Construction start of August 2021 expected. Project remains on track.*
- Kenai Municipal Airport (KMA) Tractor & Mower – Invitations to Bid were released on November 20, 2020 with Bids Due on December 8, 2020. This project is in support of Airfield Maintenance Operations and is identified as Project No. 5 for the Airport Fund in the City's current Capital Improvement Plan. Council can expect to see legislation in December in relation to this Project. Ordinance 3176-2020 was approved at the January 6th, 2021 Council Meeting with an Award to Craig Taylor Equipment in the amount of \$151,736. Formal Notice of Award was issued on January 12th, contract was formally executed on January 21, 2021 and the equipment is now on order. Anticipated arrival August 2021.
- Kenai Municipal Airport Snow Removal Equipment (SRE) – Resolution 2021-32 was approved at the 5/19/21 council meeting; a future Ordinance appropriating funds from the FAA will be



forthcoming once grant amounts are confirmed. Overall cost of equipment with freight is anticipated to be \$773,150.



- Dock repair – An Invitation to Bid was released on May 29, 2020 with Bids due on June 19, 2020. No bids were received. On July 10, 2020 the project was re-advertised for bids with bids due on July 27, 2020. The City received one Bid from Endries Company in the amount of \$298,365. Ordinance 3154-2020 was introduced on August 5, 2020 and approved on August 19, 2020. Formal contract was executed with Endries Company on August 31, 2020 with a formal Notice to Proceed provided on the same day. Work associated with the Cathodic Protection is now complete. *Update: Completion of project is anticipated for later this month. Two items are expected to be addressed in an upcoming change order. Repairs to electrical conduits on the underside of trestle as well as one new previously unidentified structural crack repair will result in an approximately \$8,000-\$9,000 change. Quality of the work continues to be good. This work is also being partially covered by an insurance claim as well as a Pacific States Marine Fisheries Grant in the amount of \$38,685. Work continues to be within budgeted amounts.*
- Waste Water Treatment Plant Master Plan – Resolution 2020-48 was approved at the June 17, 2020 Council meeting allowing this work to proceed. On July 2, 2020 HDL staff and consultants spent the day on the property going through all systems of the plant. On August 31, 2020 the first draft assessment was received. Staff continues to work with HDL to develop plans for the facility in preparation of updates to the Capital Plan.
- Water & Sewer Master Plan – Resolution 2021-19 is set for Council approval March 17, 2021 awarding \$82,175 to HDL Engineering Consultants to begin assessments of Water & Sewer facilities. A formal report is anticipated within ninety days of their Notice to Proceed. HDL was on site April 13-15 conducting site inspections, photo documenting facility conditions. Work remains on schedule. *Update: final report is expected June 10th.*
- Waste Water Treatment Plant Replacement Sludge Press – Resolution 2020-95 approved at the December 16, 2020 Council meeting authorized HDL Engineering to begin the Design Phase of the WWTP Replacement Sludge Press. Contract Documents were executed on January 6, 2021 with a Notice to Proceed issued on January 11, 2021. First step will be to request proposals from various press manufacturers and make a selection to move through design phases with. Presses of this type typically take six months to manufacturer, goal will be to have an operational new press around late November 2021. On February 3, 2021 HDL staff was on site taking measurements and further detailing the new press location and associated appurtenances. A Request for Proposals from press manufactures was released



on April 27, 2021 with proposals due on May 25th, 2021. *Update: Resolution 2021-42 to award an equipment purchase agreement to Andritz Corp in the amount of \$285,000 is up for Council approval at the June 16, 2021 meeting.*

- *Kenai Well house Relocation* – Project was released for Invitations to Bid on March 8, 2021 with bids due on April 1, 2021. Project consists of relocating a small prefabricated steel structure, approximately 20'x28' that suffered foundation damages during the November 2018 earthquake. This project was approved under Ordinance 3194-2021 at the March 3rd, 2021 council meeting. *Legislation is in this packet under Ordinance 3215-2021 to approve this project to move forward.*
- *SCADA Integration* – Resolution 2021-10 approved at the March 3, 2021 Council meeting has authorized a \$125,000 purchase order to HDL Engineering for assessments and repairs to both the Water & Sewer and Wastewater facilities relating to SCADA. Borealis Controls as sub-consultant to HDL Engineering has provided a revised SCADA network diagram, and is working on replacing primary equipment at the public safety building. *Cell modems and communication protocols are being worked on, next site visit planned for late June.*
- *USACE Bluff Erosion* – See City Manager's report. Director's Report from the Army Corp of Engineers was signed April 10, 2019. On June 17, 2020 Council authorized the City Manager to sign the MOU received from the Corp. PED Agreement arrived on September 2, 2020. The City mailed a check in the amount of \$350,000 on September 18, 2020 to cover the City's initial share of PED costs. Meetings have begun with the City Manager and Public Works Director with the ACOE. Draft RFP Docs were sent to ACOE Staff for comment on December 8, 2020 during phone conference with ACOE, City Manager and PWD. Comments were received back on December 9th. Formal Request for Proposals was released on January 28, 2021, Pre-proposal zoom meeting was conducted on February 9, 2021 with approximately twenty people attending. Proposals were received on March 4, 2021 from five firms. Evaluations of the proposals were completed by committee and HDR Engineering, Inc was the highest scoring successful proposer. An intent to award was sent out on March 18, 2021. *Update: Council approved Resolution 2021-35 at the June 2, 2021 meeting awarding an agreement to HDR along with issuance of a purchase order in the amount of \$791,832.68. Design services are expected to run approximately twelve months to provide bid ready plans and specifications.*
- *Multi-purpose Facility* – The Building Maintenance Department went through the Ice Rink and pressure washed all of the algae that has been growing on the steel beams. Nelson Engineering was also able to come out and assess the structure and condition of the rusting. Formal report was received on October 6, 2020. *Work will continue in the spring.*
- *Fire Sprinkler Testing, Inspection & Monitoring* – Invitations to Bid were released on November 20, 2020 with Bids Due on December 8, 2020. This will be for up to a five year term service agreement for all City Facilities. Resolution 2020-93 with a Contract Award to Yukon Fire Protection was approved at the December 16, 2020 Council meeting. Total contract for five years services totals \$74,373. Contractor will be in Kenai on starting on January 18th going through all City owned facilities. The Contractor has performed all preliminary site inspections with the exception of the Senior Housing which was decided to wait until after their vaccination



clinics which were actively taking place when contractor started. The City received Yukon Fire's formal report on February 2, 2021, the Contractor is set to return in March and begin repairing deficiencies identified during their inspection. Council will see some upcoming legislation to address needs at the Visitors Center and Recreation Center that are beyond the current budgeted contingencies.

- Cemetery Expansion – This project is located at the corner of First Ave and Float Plane Rd and will provide for additional burial space as the existing adjacent cemetery has reached capacity. The Public Works Department using in house personnel has already cleared, leveled and graded the site, and placed and compacted a gravel sub-base for the parking area. This spring asphalt paving, topsoil and seeding will take place. Additional funds will be sought during the FY22 budget to purchase and install a new perimeter fence.
- Kenai Fine Arts Center Improvement – Polar North Construction has begun work for the Fine Arts Center, asbestos abatement work has now been completed as of April 9, 2021 and restoration work will now begin. *Contractor uncovered some cracked concrete masonry unit (CMU) blocks at rear building window. Nelson Engineering proposed a reinforcement repair which Contractor has now completed.*
- DOT Kenai Spur Highway to Sports Lake Rd – *In speaking with representatives from DOT on June 10, 2021, it is my understanding this project will likely be released for construction bids in late fall 2021 for an anticipated construction start of Spring/Summer 2022. This project is intended to continue the widening of the roadway similar to the previous project that extended to approximately Swires Rd.*





KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Kathy Romain, Senior Center Director
DATE: June 8, 2021
SUBJECT: **May 2021 Monthly Report**

	2021	2020
Home Delivered Meals	2349	2642
Individuals	96	121
Pick-Up Meals	119	174
Individuals	12	16
Dining Room (Congregate) Meals	177	0
Individuals	57	0
Grocery Shopping Assistance	2	14
Writers Group	9	0
Caregiver Support Group	13	0
Growing Stronger Exercise	25	0
Tai Chi Class	10	0
TOPS Weight Loss Class	8	0
Total Event Sign-ins	968	0
Individuals	124	0
Vintage Pointe Manor Vacancies	0	5

The Kenai Senior Center is once again buzzing with seniors and activities! It is wonderful to see the “snow birds” who couldn’t return during 2020 resurface and be ready to get involved. The updates to the Center that took place while we were closed are very much appreciated by everyone.

The State’s Alaska Commission on Aging held meetings on the Peninsula in early May and several commission members visited the Center on Wednesday, May 5. The group was impressed with our facility, enjoyed the lunch served and the audience participation in preparing for the Alaska State Plan for Senior Services FY2020 – 2023.

PURCHASE ORDERS BETWEEN \$2,500.00 AND \$15,000.00 FOR COUNCIL REVIEW
COUNCIL MEETING OF: JUNE 16, 2021

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
AMAZON	EMERGENCY BUCKET SUPPLIES	SENIOR CENTER	OPERATING SUPPLIES	7,002.25
DOYLE'S FUEL	FLOAT PLANE FUEL	AIRPORT	OPERATING SUPPLIES	6,576.23
KENAI FEED & SUPPLY	FERTILIZER	RECREATION	OPERATING SUPPLIES	7,266.00
LEHIGH DEFENSE	AMMO	POLICE	OPERATING SUPPLIES	3,755.00
YUKON EQUIPMENT	BROOMS	STREETS	OPERATING SUPPLIES	13,696.60
DIBBLE CREEK ROCK	GRAVEL	AIRPORT	OPERATING SUPPLIES	8,000.00
THREE BEARS	EMERGENCY BUCKET SUPPLIES	SENIOR CENTER	OPERATING SUPPLIES	3,000.00
WEST COAST PAPER	MEAL TRAYS	SENIOR CENTER	OPERATING SUPPLIES	4,925.00

Introduced by:	Mayor
Date:	05/18/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-037**

**A RESOLUTION SUPPORTING STRAIGHTLINE AVIATION ALASKA’S PLAN TO
IMPLEMENT AND UTILIZE STRAIGHTLINE AVIATION HYBRID AIRSHIPS IN
KENAI ALASKA**

WHEREAS, through its partnership with PRL Logistics, Inc., Straightline Aviation is planning to implement and utilize Straightline Aviation Hybrid Airships in Kenai; and

WHEREAS, these are aerodynamically designed airships using aerospace technology with no rigid structure and filled with noncombustible helium; and

WHEREAS, Straightline Aviation’s hybrid airships provide a less expensive and more environmentally friendly alternative mode of transportation; and

WHEREAS, their hybrid airships will have the ability to carry freight as well as sizeable cargo loads to isolated and rural areas within the Borough which would normally require an existing or new infrastructure in which to land; and

WHEREAS, in addition to freight, these hybrid airships can carry passengers, which could help tourism, commercial fishing, as well as accommodate the Borough's Incident Management Team during a disaster; and

WHEREAS, with logistical challenges with remote construction, the affordability of this option could open up many projects within the Borough; and

WHEREAS, as it will be located in Kenai this project will provide new employment opportunities for people in the borough;

NOW THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY:

SECTION 1. The Kenai Peninsula Borough Assembly strongly supports Straightline Aviation of Alaska’s efforts to operate Straightline Aviation Hybrid Airships in Kenai, Alaska.

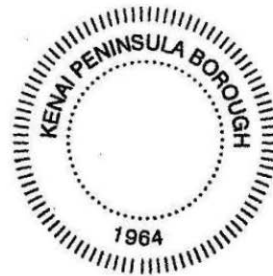
SECTION 2. That copies of the resolution shall be sent to Alan Weitzner, CEO, Alaska Industrial Development and Export Authority, and the cities of Soldotna, Homer, Kenai and Seward.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 18TH DAY OF MAY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None