



## Kenai City Council - Regular Meeting

July 06, 2022 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

[www.kenai.city](http://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*)

1. "Introduction to Executive Director" Peter Evon, Executive Director of the Kenaitze Indian Tribe.

#### C. UNSCHEDULED PUBLIC COMMENTS (*Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

#### D. PUBLIC HEARINGS

1. **Ordinance No. 3295-2022** – Amending the Official Zoning Map by Rezoning Certain Parcels Southeast of Beaver Loop Road along Basin View Way, Kim N Ang Court, Cub Court, Ames Road, and Dolchok Lane from Rural Residential to Rural Residential-1. (Administration)
2. **Resolution No. 2022-52** – Authorizing a Contract Award to Supply Operational Chemicals for the City's Water Treatment and Wastewater Treatment Facilities. (Administration)
3. **Resolution No. 2022-53** – Authorizing a Service Agreement for the Personal Use Fishery Dumpsters and Portable Restrooms. (Administration)
4. **Resolution No. 2022-54** – Authorizing a Service Contract Extension to Provide Refueling Services for City Facility Fuel Tanks. (Administration)
5. **Resolution No. 2022-55** – Amending the Facility Management Agreement for Winter Services Provided by Red Line Sports at the City of Kenai Multi-Purpose Facility. (Administration)
6. **Resolution No. 2022-56** – Approving Amendments to the Standard Lease Form for the Lease of Airport Reserve Lands Between the City of Kenai and State of Alaska, Department of Transportation & Public Facilities, Division of Facility Services-10 On Lot 4A, FBO Subdivision No. 11. (Administration)

**E. MINUTES**

1. \*Regular Meeting of June 15, 2022. (City Clerk)

**F. UNFINISHED BUSINESS****G. NEW BUSINESS**

1. \***Action/Approval** - Bills to be Ratified. (Administration)
2. \***Action/Approval** - Purchase Orders Over \$15,000. (Administration)
3. \***Action/Approval** – Special Use Permit to Kenai Chamber of Commerce and Visitor Center to use and operate of the Moosemeat John Cabin. (Administration)
4. \***Action/Approval** – Restaurant Designation Permit Filed by Griffin Golf LLC, D/B/A Kenai Golf Course. (City Clerk)
5. \***Ordinance No. 3296-2022** – Accepting and Appropriating Donations to the Kenai Community Library for the Purchase of Library Materials. (Administration)
6. \***Ordinance No. 3297-2022** – Amending Kenai Municipal Code 7.15.090 - Disposal of Surplus or Obsolete Materials and Equipment, to Allow for the Police Department to Dispose of Certain Surplus and Obsolete Materials without Advertisement, Public Opportunity, or Procedures to Obtain the Highest Price. (Administration)
7. \***Ordinance No. 3298-2022** – Enacting Kenai Municipal Code Chapter 14.30 - Floodplain Management, within Title 14 - Planning and Zoning, to Regulate Land Use within the Flood Plain and Authorizing the City to Participate in the National Flood Insurance Program. (Administration)
8. \***Ordinance No. 3299-2022** – Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Airport Improvements Capital Project Funds and Authorizing a Non-Federal Reimbursable Agreement to Provide Project Support for a Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) and any Other Impacts from the Kenai Municipal Airport Runway Rehabilitation Project. (Administration)
9. **Action/Approval** – City of Kenai Police Department Appointment to the Kenai Peninsula Borough’s Emergency Services Communication Advisory Board. (Administration)

**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

*The agenda and supporting documents are posted on the City's website at [www.kenai.city](http://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/84905778809>

**Meeting ID:** 849 0577 8809 **Passcode:** 187298

OR

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

**Meeting ID:** 849 0577 8809 **Passcode:** 187298



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**CITY OF KENAI  
ORDINANCE NO. 3295-2022**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING CERTAIN PARCELS SOUTHEAST OF BEAVER LOOP ROAD ALONG BASIN VIEW WAY, KIM N ANG COURT, CUB COURT, AMES ROAD, AND DOLCHOK LANE FROM RURAL RESIDENTIAL TO RURAL RESIDENTIAL-1.

WHEREAS, the certain parcels identified in Exhibit A Southeast of Beaver Loop Road, along Basin View Way, Kim N Ang Court, Cub Court, Ames Road, and Dolchok Lane are currently zoned Rural Residential; and,

WHEREAS, the City of Kenai received a rezone application changing the zoning to Rural Residential-1 with a petition of the majority of property owners in the affected area in accordance with Kenai Municipal Code 14.20.270, Amendment procedures; and,

WHEREAS, the RR, and RR-1 zoning districts have the same intent per KMC 14.20.080 Rural Residential Zones for low density residential development in outlying and rural areas in a form which creates a stable and attractive residential environment; and,

WHEREAS, the RR-1 Zone is consistent with residential development in the vicinity and will not impact residential housing or the quality of neighborhoods within the City; and,

WHEREAS, there are two primary differences between the RR and RR-1 zoning districts as identified in KMC 14.22.010 Land use table; one, there are more Principal Permitted Uses allowed in the RR district, a total of six, than the RR-1 district, a total of four; and two, there are more opportunities for Conditional Use Permit applications in the RR district, a total of 55, than the RR-1 district, a total of 20; and,

WHEREAS, the existing conditional use permits for the Guide Service at 909 Ames Road and Fabrication Facility at 911 Ames Road would be considered nonconforming uses per KMC 14.20.050, unable to expand, or move the nonconforming use from its existing state on the lot, without a conditional use permit granted by the Planning and Zoning Commission; and,

WHEREAS, the rezone is consistent with Goal 1 – Quality of Life: Promote and encourage quality of life in Kenai of the 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan; and,

WHEREAS, the rezone is consistent with the Land Use Plan proposing a Low Density Residential land use for this neighborhood, from the 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan; and,

WHEREAS, the City of Kenai Planning and Zoning Commission voted unanimously to recommend the properties be rezoned to Rural Residential-1 during a public hearing held at their meeting on May 25, 2022.

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

**Section 1.** Amendment of Section of Kenai Municipal Code: That Kenai Municipal Code, Section 14.20.030 Establishment of Zones and Official Zoning Map is hereby amended as follows: Rezoning the certain parcels identified in the attached Exhibit A Southeast of Beaver Loop Road, and along Basin View

Way, Kim N Ang Court, Cub Court, Ames Road, and Dolchok Lane from Rural Residential to Rural Residential-1.

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

**Section 3.** Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Introduced:	June 15, 2022
Enacted:	July 6, 2022
Effective:	August 5, 2022



## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Ryan Foster, Planning Director

**DATE:** June 7, 2022

**SUBJECT:** **Ordinance 3295-2022 – Rezone Parcels from Rural Residential to Rural Residential-1**

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A completed application was submitted to the City requesting certain parcels Southeast of Beaver Loop Road, along Basin View Way, Kim N Ang Court, Cub Court, Ames Road, and Dolchok Lane (see Rezoning Boundary Map and Parcel List), be rezoned from Rural Residential (RR) to Rural Residential-1 (RR-1). Kenai Municipal Code (KMC) 14.20.270, Amendment procedures, describes initiation of zoning code and official map amendments. Zoning code amendments may be initiated by a submission of a petition by a majority of the property owners in the area for consideration if the area to be rezoned contains a minimum of one acre unless the amendment enlarges an adjacent district boundary. The application was submitted by Jerry C. Huf, 765 Ames Rd, Kenai AK, 99611 with a petition of a majority of the property owners in the area to be rezoned (see attached Exhibit A and Parcel List). The requested rezone meets the criteria for an amendment.

The intended reason for the rezoning provided in the application is the following:

1. Protect the rural, open quality of the residential neighborhood.
2. Preserve the residential character of a low density neighborhood environment.
3. Maintain the value of property, both monetary and non-monetary (quality of life for residents, use and enjoyment of their property).
4. Consistent with the City Comprehensive plan, specifically protect the livability of the existing neighborhood.

### Analysis

The subject area proposed to be rezoned consists of parcels on Dolchok Lane, Cub Court, Kim N Ang Court, Basin View Way, Ames Road south of Beaver Loop Road, and parcels on the south side of Beaver Loop Road from Ames Road to Dolchok Lane (see attached Exhibit A and

Parcel List). All parcels inside and bordering the area proposed for rezoning are zoned Rural Residential (RR).

The RR, and RR-1 zoning districts have the same intent per KMC 14.20.080 Rural Residential Zones (RR, RR-1 Zones):

(a) *Intent.* The RR Zone is intended to provide for low density residential development in outlying and rural areas in a form which creates a stable and attractive residential environment. The specific intent in establishing this zone is:

- (1) To separate residential structures to an extent which will:
  - (A) Preserve the rural, open quality of the environment;
  - (B) Prevent health hazards in areas not served by public water and sewer.
- (2) To prohibit uses which would:
  - (A) Violate the residential character of the environment;
  - (B) Generate heavy traffic in predominantly residential areas.

Per KMC 14.24.010 Minimum lot area requirements are different, in that RR-1 does not allow for five or more dwelling units, and with a conditional use permit, the RR-1 requirements for minimum lot size is 22,400 sf. 2,400 sf more than in the RR district. Development requirements for RR and RR-1 are identical per KMC 14.24.020 General Requirements.

There are two primary differences between the RR and RR-1 zoning districts as identified in KMC 14.22.010 Land use table:

1. There are more Principal Permitted Uses allowed in the RR district, a total of six, than the RR-1 district, a total of four.
2. There are more opportunities for Conditional Use Permit applications in the RR district, a total of 55, than the RR-1 district, a total of 20.

Existing Conditional Use Permits Analysis

There are two existing conditional use permit properties in the area proposed for rezoning, a B&B/Guide Service at 909 Ames Road, and Welding & Metal Framing Business at 911 Ames Road. A B&B is a conditional use in the RR-1 district, and therefore, would be a conforming use if the parcel is rezoned. If the rezoning application is approved from RR to RR-1, existing conditional use permits for the Guide Service at 909 Ames Road and Fabrication Facility at 911 Ames Road would be considered nonconforming uses per KMC 14.20.050 Nonconforming lots, structures, and uses since those uses are not permitted in RR-1.

Nonconforming uses would be unable to expand, or move the nonconforming use from its existing state on the lot, without a conditional use permit granted by the Planning and Zoning Commission. The existing conditional use permits would still be transferable to a new property owner per KMC 14.20.150(l)(5).



### Comprehensive Plan Analysis

The Land Use Plan, from the 2016 Comprehensive Plan, proposes a Low Density Residential land use for this neighborhood. The Low Density Residential Land Use Classification is defined in the Comprehensive Plan:

*“Low Density Residential because of location or poor site conditions is intended for large-lot single-family low-density residential development. The area will typically be developed with individual on-site water supply and wastewater disposal systems. Streets will typically be constructed to rural street standards (i.e., gravel) and sidewalks will not be typically included in the subdivision design. Rural Residential becomes Low Density Residential to avoid confusion with zoning category”*

The parcels proposed for rezoning have a similar land use, lot size and orientation, individual on-site water supply and wastewater disposal systems, with low density, and no sidewalks.

The 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan supports this rezoning in:

- Goal 1 – Quality of Life: Promote and encourage quality of life in Kenai.
  - Q-4: Promote the siting and design of land uses that are in harmony and scale with surrounding uses. A rezoning to RR-1 would align with the current low density residential character of the neighborhood.

The Kenai Planning and Zoning Commission considered this request during their meeting on May 25, 2022 and unanimously recommended City Council approve of the rezone request from the Rural Residential Zone to the Rural Residential-1 Zone. Thank you for your consideration.

### Attachments:

Exhibit A and Parcel List

Rezoning Application

Planning and Zoning Commission Resolution PZ2022-12

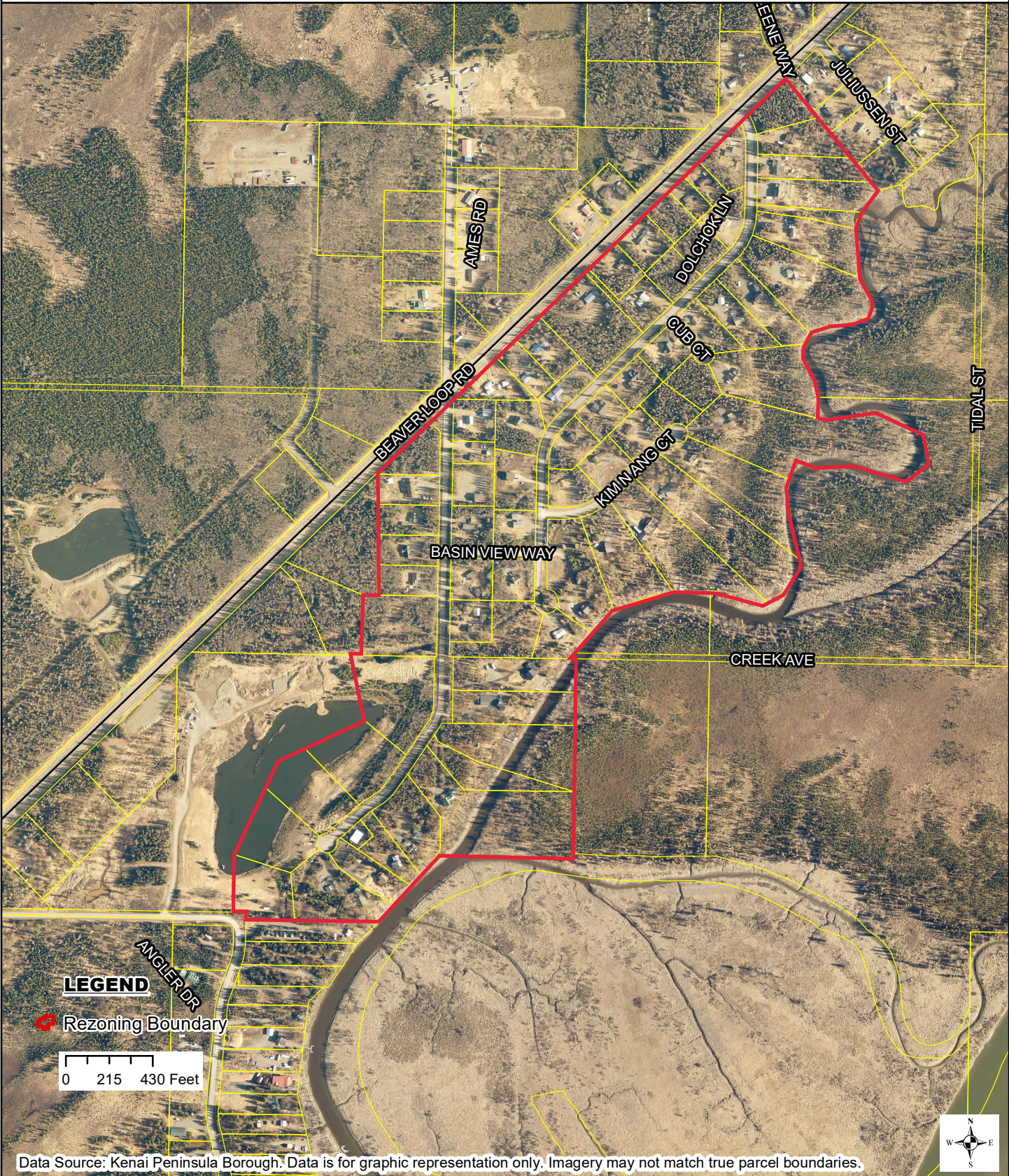
Comments received after May 25, 2022 Planning and Zoning Public Hearing





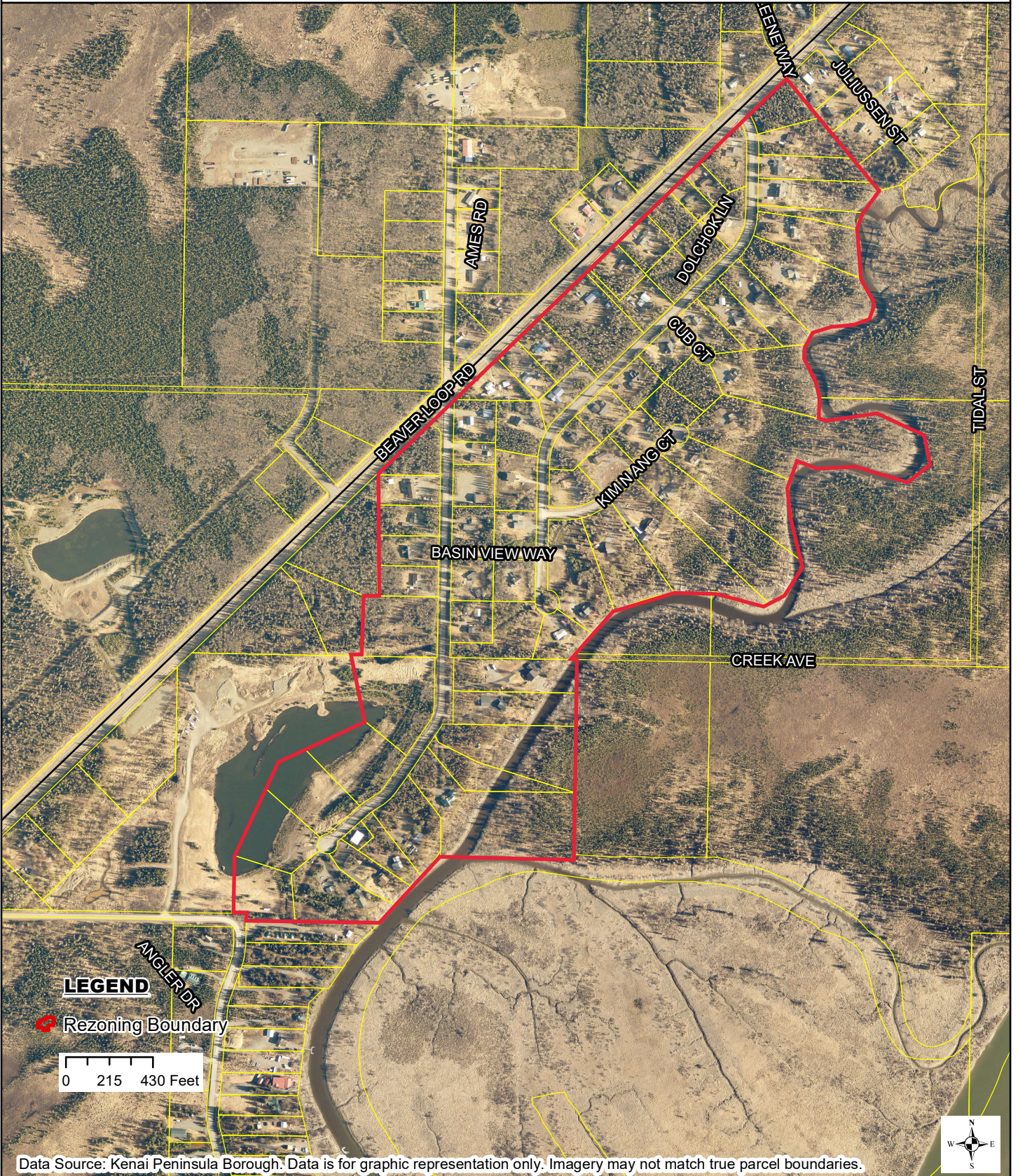


# PZ2022-12 Rezoning From Rural Residential (RR) to Rural Residential-1 (RR-1)



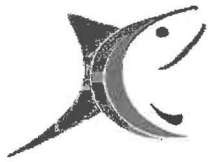


# PZ2022-12 Rezoning From Rural Residential (RR) to Rural Residential-1 (RR-1)



Parcel ID	Own Type	Use Type	Situs Address	Owner	Address	City, State ZIP	Acreeage	Legal
04926214	Private	Vacant	4544 BEAVER LOOP RD	KLABEN PAUL E & SUZANNE M	325 DOLCHOK LN	KENAI, AK 99611	1.02	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 1 BLK 4
04926213	Private	Residential	325 DOLCHOK LN	KLABEN PAUL E & SUZANNE M	325 DOLCHOK LN	KENAI, AK 99611	1.45	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 2 BLK 4
04926212	Private	Residential	335 DOLCHOK LN	BARNARD DENNIS L	335 DOLCHOK LN	KENAI, AK 99611	1.38	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 3 BLK 4
04926201	Private	Residential	350 DOLCHOK LN	CHRISTOPHERSON RUBY R	350 DOLCHOK LN	KENAI, AK 99611	1.08	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 1 BLK 3
04926039	Private	Residential	4460 BEAVER LOOP RD	SMITH JOSHUA T	4460 BEAVER LOOP RD	KENAI, AK 99611	0.5	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0750094 ANTWERP SUB LOT 2
04926202	Private	Residential	360 DOLCHOK LN	EVERY MICHAEL T	360 DOLCHOK LN	KENAI, AK 99611	0.94	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 2 BLK 3
04926211	Private	Residential	345 DOLCHOK LN	SCHLEHOFFER DEAN M	PO BOX 201565	ANCHORAGE, AK 99520	1.94	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 4 BLK 4
04926209	Private	Residential	355 DOLCHOK LN	CRIM BRENDA D	355 DOLCHOK LN	KENAI, AK 99611	2.25	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 5 BLK 4
04926210	Municipal	Vacant	351 DOLCHOK LN	KENAI CITY OF	210 FIDALGO AVE STE 200	KENAI, AK 99611	0.41	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 BLK 4 TRACT A
04926208	Private	Residential	365 DOLCHOK LN	ROSS DAVID	365 DOLCHOK LN	KENAI, AK 99611	3.7	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 6 BLK 4
04926038	Private	Residential	4444 BEAVER LOOP RD	POTTON WENDY M	PO BOX 1827	KENAI, AK 99611	0.5	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0750094 ANTWERP SUB LOT 1
04926055	Private	Vacant	4416 BEAVER LOOP RD	PLAGGE FRANZ A & HILDE A	4384 BEAVER LOOP RD	KENAI, AK 99611	0.76	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0770100 BASIN VIEW SUB NO 2 LOT 3 BLK 1
04926203	Private	Vacant	370 DOLCHOK LN	PLAGGE FRANZ A & HILDEGARD A	4384 BEAVER LOOP RD	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 3 BLK 3
04926026	Private	Residential	4384 BEAVER LOOP RD	PLAGGE FRANZ A & HILDEGARD A	4384 BEAVER LOOP RD	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0001601 KENAITZE SUB TRACT 1
04926043	Private	Vacant	390 DOLCHOK LN	PLAGGE FRANZ A & HILDEGARD A	4384 BEAVER LOOP RD	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN THAT PORTION OF SW1/4 NW1/4 AS PER WD 81 @ 976
04926056	Private	Residential	4350 BEAVER LOOP RD	POOLE CHERYL L	4350 BEAVER LOOP RD	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0790197 SNOWFLAKE SUB LOT 1
04926057	Private	Residential	470 DOLCHOK LN	COSTON JOHN D & JEANNIE M	470 DOLCHOK LN	KENAI, AK 99611	1.08	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0790197 SNOWFLAKE SUB LOT 2
04926024	Private	Residential	4276 BEAVER LOOP RD	ROHR ZACHARY JAY	4276 BEAVER LOOP RD	KENAI, AK 99611	3	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0001551 HUTCHINS SUB
04926023	Private	Residential	4224 BEAVER LOOP RD	PAULE IRMA B	4224 BEAVER LOOP RD	KENAI, AK 99611	1.12	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0001580 COBB SUB LOT 3
04926101	Private	Residential	560 DOLCHOK LN	RIDDLE STEPHEN SMITH	560 DOLCHOK LN	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 5 BLK 2
04926022	Private	Residential	4200 BEAVER LOOP RD	RUSSELL ERIC R	4200 BEAVER LOOP RD	KENAI, AK 99611	0.88	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0001580 COBB SUB LOT 2
04926021	Private	Residential	4192 BEAVER LOOP RD	STEINER STEVEN EDWARD	4192 BEAVER LOOP RD	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0001580 COBB SUB LOT 1
04926133	Private	Residential	570 DOLCHOK LN	DANIEL PHILLIP D	570 DOLCHOK LN	KENAI, AK 99611	1.39	T 05N R 11W SEC 1 SEWARD MERIDIAN KN 2019018 BASIN VIEW SUB PETTEY-DANIEL REPLAT LOT 4A BLK 2
04926020	Private	Residential	505 AMES RD	STERLING COLTON N	505 AMES RD	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN BEGINNING AT A POINT N 0 DEG 03 MIN E 368.3 FT FROM THE SW CORNER OF SEC 1 CONTINUE N 0 DEG 03 MIN E 2028.1 FT TH S 89 DEG 57 MIN E 30 FT TO THE POB TH CONTINUE S 89 DEG 57 MIN E 208.7 FT TH N 0 DEG 03 MIN E 208.7 FT TH N 89 DEG 57 MIN W 208.7 FT TO THE SO UTHEAST ROW LINE OF BEAVER LOOP RD TH ALONG THE EAST EDGE OF A 30 FT ROADWAY S 0 DEG 03 MIN W 208.7 FT TO THE POB
04926207	Private	Residential	375 DOLCHOK LN				1.67	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 7 BLK 4
04926206	Private	Residential	385 DOLCHOK LN	COOTS PETER M	385 DOLCHOK LN	KENAI, AK 99611	1.35	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 8 BLK 4
04926115	Private	Residential	455 CUB CT	CHEEK CRAIG & DEIRDRE	455 CUB CT	KENAI, AK 99611	3.05	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 10 BLK 4
04926130	Private	Residential	3080 KIM N ANG CT	BALDWIN BARBARA L	3080 KIM N ANG CT	KENAI, AK 99611	7.08	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0900025 BASIN VIEW SUB PART 4 LOT 20A BLK 4
04926131	Private	Residential	3070 KIM N ANG CT	ABLES MYKLE D & PAMELA J	3070 KIM N ANG CT	KENAI, AK 99611	3.64	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0900025 BASIN VIEW SUB PART 4 LOT 21A BLK 4
04926112	Private	Residential	3060 KIM N ANG CT	HOBART JASON	3060 KIM N ANG CT	KENAI, AK 99611	4.55	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 22 BLK 4
04926111	Private	Residential	3050 KIM N ANG CT				3.69	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 23 BLK 4
04926110	Private	Residential	3040 KIM N ANG CT	LARSON MARK L & ELAINE M	3040 KIM N ANG CT	KENAI, AK 99611	2.71	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 24 BLK 4
04926205	Private	Residential	395 DOLCHOK LN	MCCRAREN JAMIE L	395 DOLCHOK LN	KENAI, AK 99611	0.93	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 9 BLK 4
04926124	Private	Residential	485 DOLCHOK LN	MACK VIANN M	485 DOLCHOK LN	KENAI, AK 99611	0.99	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 11 BLK 4
04926116	Private	Vacant	465 CUB CT	BALDWIN C R & BARBARA L	3080 KIM N ANG CT	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 19 BLK 4
04926117	Private	Vacant	3075 KIM N ANG CT	BALDWIN BARBARA L	3080 KIM N ANG CT	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 18 BLK 4
04926123	Private	Residential	495 DOLCHOK LN	LUECKER CASEY	495 DOLCHOK LN	KENAI, AK 99611	0.99	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 12 BLK 4
04926122	Private	Residential	555 DOLCHOK LN	WOLSTERMAN FRED J & MARILYN D	555 DOLCHOK LN	KENAI, AK 99611	0.99	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 13 BLK 4
04926118	Private	Residential	3065 KIM N ANG CT	JEREK MARK	3065 KIM N ANG CT	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 17 BLK 4
04926119	Private	Residential	3055 KIM N ANG CT				0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 16 BLK 4
04926121	Private	Residential	575 DOLCHOK LN	CHANLEY CLINT M	575 DOLCHOK LN	KENAI, AK 99611	0.94	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 14 BLK 4
04926120	Private	Residential	3035 KIM N ANG CT	MARSTON PATRICIA ANNE	3035 KIM N ANG CT	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 15 BLK 4
04926132	Private	Residential	590 DOLCHOK LN	KIPPI TIMOTHY J	590 DOLCHOK LN	KENAI, AK 99611	1.37	T 05N R 11W SEC 1 SEWARD MERIDIAN KN 2019018 BASIN VIEW SUB PETTEY-DANIEL REPLAT LOT 2A1 BLK 2
								T 5N R 11W SEC 1 SEWARD MERIDIAN KN BEGINNING AT THE MOST WESTERLY CORNER OF COBB SUB TH S 0 DEG 03 MIN W 208.7 FT TO THE POB TH S 0 DEG 03 MIN W 116.7 FT TH S 89 DEG 57 MIN E 208.7 FT TH N 0 DEG 03 MIN E 116.7 FT TH N 89 DEG 57 MIN W 208.7 FT TO POB
04926019	Private	Residential	515 AMES RD	BIERNER CASEY	515 AMES RD	KENAI, AK 99611	0.56	T 5N R 11W SEC 1 SEWARD MERIDIAN KN PTN OF NW1/4 SW1/4 BEGIN @SW CORNER OF MADISON COBB TRACT TH S ODEG 03'W 325.4 FT; TH S89 DEG 57'E 208.7 FT; TH N ODEG 03'E 208.7 FT; TH N89 DEG 57'W 208.7 FT; TH S ODEG 03'W 208.7 FT TO POB
04926018	Private	Residential	535 AMES RD	COOK STUART E	535 AMES RD	KENAI, AK 99611	1	T 5N R 11W SEC 1 SEWARD MERIDIAN KN NORTH 208.7 FT OF SOUTH 736.1 FT OF EAST 208.7 FT OF WEST 238.7 FT OF NW1/4 SW1/4
04926017	Private	Residential	609 AMES RD	MILLER NICHOLAS JOHNATHAN	609 AMES RD	KENAI, AK 99611	0.92	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 1 BLK 2
04926105	Private	Residential	610 DOLCHOK LN	BARNES NICK	5892 N FIVE MILE RD APT 102	BOISE, ID 83713	2.8	T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 25 BLK 4
04926109	Private	Residential	635 DOLCHOK LN	DUKOWITZ OWEN	635 DOLCHOK LN	KENAI, AK 99611	1.08	T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 1
04949036	Private	Vacant	510 AMES RD	PELCH MICHAEL J Jr	3230 HARLOW RD	EUGENE, OR 97401	1.03	T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 2
04949037	Private	Residential	520 AMES RD	MCBIRNEY BONNIE A	520 AMES RD	KENAI, AK 99611	1.03	T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 2
04949038	Private	Residential	600 AMES RD	THOMAS RYAN	2001 LINCOLN ST UNIT 2011	DENVER, CO 80202	1.03	T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 3
04949039	Private	Residential	620 AMES RD	MEYER DANIEL E	620 AMES RD	KENAI, AK 99611	1.03	T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 4

04926016	Private	Residential	625 AMES RD	DOUGLAS COLLEEN LYNN	625 AMES RD	KENAI, AK 99611	T 5N R 11W SEC 1 SEWARD MERIDIAN KN PTN NW1/4 SW1/4 BEGIN@ US GLO WCMC MONUMENT ON N BANK BEAVER CREEK N00 DEG 03'E 368.3 FT FROM SW CORN SEC 1; TH N00 DEG 03'E 1235 FT; TH S89 DEG 57'E 30 FT TO POB; TH S 89 DEG 57'E 208.7 FT TO CORN #2; TH N00 DEG 03'E 208.7 FT TO CORN #3; TH N89 DEG 57'W 1 208.7 FT TO CORN #4; TH S00 DEG 03'W 208.7 FT TO POB
04926015	Private	Residential	3020 BASIN VIEW WAY	LANGHAM BENJAMIN D	PO BOX 3395	KENAI, AK 99611	T 5N R 11W SEC 1 SEWARD MERIDIAN KN NORTH 208.7 FT OF SOUTH 477.4 FT OF EAST 208.7 FT OF WEST 437.4 1 FT OF NW1/4 SW1/4
04926129	Private	Residential	700 DOLCHOK LN				T 5N R 11W SEC 1 SEWARD MERIDIAN KN BASIN VIEW SUB NO 1 (KN770089) LOT 2 BLOCK 5 & BASIN VIEW SUB 1.07 PART 3 (KN830173) LOT 4 BLOCK 5
04926106	Private	Vacant	710 DOLCHOK LN				1.83 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0830173 BASIN VIEW SUB PART 3 LOT 3 BLK 5
04926014	Private	Residential	715 AMES RD	IRELAND MOIRA	715 AMES RD	KENAI, AK 99611	T 5N R 11W SEC 1 SEWARD MERIDIAN KN PTN OF NW1/4 SW1/4 DESCRIBED AS BEGINNING @WCMC ON N BANK OF BEAVER CREEK N00 DEG 03'E 368.3 FT FROM SW CORNER OF SEC 1; TH N00 DEG 03'E 1026.3 FT; TH S89 DEG 56'E 30 FT TO POB; TH S89 DEG 57'E 208.7 FT; TH N00 DEG 03'E 208.7 FT; TH N89 DEG 56'W 208.7 FT; 1 TH S00 DEG 03'W 208.7 FT TO POB
04949040	Private	Residential	630 AMES RD	HOLTAN KEITH D	35555 KENAI SPUR HWY	SOLDOTNA, AK 99669	1.03 T 05N R 11W SEC 02 SEWARD MERIDIAN KN 2011031 MICHAEL J PELCH HOMESTEAD JR ADDN NO 2 LOT 5
04904089	Private	Residential	765 AMES RD				2.31 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0840045 JACK WEBB SUB TRACT 1
04904090	Private	Residential	785 AMES RD				2.31 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 0840045 JACK WEBB SUB TRACT 2
04949058	Private	Vacant		MADRID JACOB M	905 SALMON RUN DR	KENAI, AK 99611	3.4 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 11
04949024	Private	Residential	805 AMES RD	BARKER JOEL H	PO BOX 672167	CHUGIAK, AK 99567	3.5 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 2003021 TIDE VIEW HEIGHTS PADGETT REPLAT LOT 12A-1
04949025	Private	Vacant	835 AMES RD				1.5 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 2003021 TIDE VIEW HEIGHTS PADGETT REPLAT LOT 12A-2
04904098	Private	Residential	855 AMES RD				5.91 T 5N R 11W SEC 1 & 2 SEWARD MERIDIAN KN 0930085 TIDE VIEW HEIGHTS SUB LOT 13A
04949057	Private	Vacant					2.52 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 10
04949056	Private	Vacant		ROGALSKY RONALD R	PO BOX 35	KENAI, AK 99611	2.42 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 9
04949055	Private	Vacant		ROGALSKY RONALD R	PO BOX 35	KENAI, AK 99611	2.24 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 8
04949054	Private	Vacant		ROGALSKY RONALD R	PO BOX 35	KENAI, AK 99611	1.78 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 7
04949019	Private	Residential	945 AMES RD				2.61 T 5N R 11W SEC 2 SEWARD MERIDIAN KN 0920062 BEAVER CREEK ESTATES SUB LOT 2
04949018	Private	Residential	925 AMES RD	BRYANT WILLIAM G & BRENDA L	925 AMES RD	KENAI, AK 99611	1.12 T 5N R 11W SEC 2 SEWARD MERIDIAN KN 0920062 BEAVER CREEK ESTATES SUB LOT 1
04949023	Private	Residential	911 AMES RD	MILLER HARRIS N	911 AMES RD	KENAI, AK 99611	1.01 T 5N R 11W SEC 2 SEWARD MERIDIAN KN 0990034 BEAVER CREEK LOOKOUT LOT 2
04949022	Private	Commercial	913 AMES RD	MILLER HARRIS N	911 AMES RD	KENAI, AK 99611	0.28 T 5N R 11W SEC 2 SEWARD MERIDIAN KN 0990034 BEAVER CREEK LOOKOUT LOT 1
04949010	Private	Residential	909 AMES RD	SMITH KENNETH L & ELIZABETH	4243 FREEMAN CREEK RD	LENORE, ID 83541	2.08 T 5N R 11W SEC 2 SEWARD MERIDIAN KN 0720049 CARO SUB LOT 1
04949046	Private	Vacant	710 AMES RD	MILLER NICHOLAS JOHN	609 AMES RD	KENAI, AK 99611	2.58 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019048 MICHAEL J PELCH HOMESTEAD JR ADDN NO 3 LOT 6A



# Rezoning Application

**RECEIVED**  
CITY OF KENAI  
DATE 4/27/22  
PLANNING DEPARTMENT

City of Kenai  
Planning and Zoning Department  
210 Fidalgo Avenue  
Kenai, AK 99611  
(907) 283-8200  
planning@kenai.city  
www.kenai.city/planning

### PETITIONER

Name:	Jerry C. Huf						
Mailing Address:	765 Ames Road	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	907-394-6994						
Email:	rustyhuf@yahoo.com						

### PROPERTY INFORMATION

Kenai Peninsula Borough Parcel # (s):	
Physical Address:	710 Dolchok Kenai
Legal Description:	T 5N R 11W SEC 1 Seward Meridan: KN 0830173 Basin View Sub Part 3 Lot 3 Block 5

### ZONING INFORMATION

Present Zone:	RR
Proposed Zone:	RR1

Intended Use and/or Reason for Rezoning (attach additional sheets if necessary):

1. Protect the rural, open quality of the residential neighborhood.
2. Preserve the residential character of a low density neighborhood environment.
3. Maintain the value of property, both monetary and non-monetary (quality of life for residents, use and enjoyment of their property).
4. Consistent with the City Comprehensive plan, specifically protect the livability of the existing neighborhood.

### AMENDMENT PROCEDURE REQUIREMENTS

The area proposed to be rezoned contains a minimum of 1 acre (excluding street or alley rights-of-way), unless the amendment enlarges an adjacent zoning district boundary.	<input checked="" type="checkbox"/> YES
This proposed amendment to the zoning ordinance is not substantially the same as any other unapproved proposed amendment submitted within the previous 9 months.	<input checked="" type="checkbox"/> YES
I understand a public hearing is required as outlined in the Kenai Zoning Code, a \$250 fee is required (\$265 total after tax), and that this application will be reviewed following Kenai City Code 14.20.270, available at kenai.municipal.codes/KMC/14.20.270.	<input checked="" type="checkbox"/> YES
I have included a map of the proposed rezone area and applicable signatures.	<input checked="" type="checkbox"/> YES

The proposed Zoning Code and Official Zoning Map Amendments is initiated by (check one):

- Kenai City Council
- Kenai Planning & Zoning Commission
- Petition of majority of the property owners in the area to be rezoned
- Petition bearing the signatures of 50 registered voters within the City of Kenai
- Petition as provided by the Home Rule Charter of the City of Kenai


### PETITIONER'S SIGNATURE

Signature:			
Printed Name:	JERRY C HUF	Date:	4/27/2022

For City Use Only

Date Application Fee Received: 4/27/22  
PZ Resolution Number: PZ 2022-12

REZONE APPLICATION – BASIN VIEW SUBDIVISION

1. Name of Property Owner: Jerry & Haf   
 Signature: Jerry & Haf  
 Daytime Phone: 907-394-6994 Lot and Block Number: Part 3 Lot 3 BLK 5  
 Mailing Address: 765 Ames Road Kenai AK 99611

2. Name of Property Owner: Owen Dukawitz  
 Signature: Owen Dukawitz  
 Daytime Phone: 907-394-1036 Lot and Block Number: Lot 25, BIK 4  
 Mailing Address: 635 Dolchok Ln Kenai, AK 99611

3. Name of Property Owner: Elaine & Mark Larson  
 Signature: Elaine M Larson  
 Daytime Phone: 907-252-9808 Lot and Block Number: Part 3 Lot 24 BIK 4  
 Mailing Address: 3040 Kim-N-Ang Ct Kenai, AK 99611

4. Name of Property Owner: Phillip & Kelsey Daniel  
 Signature: Kelsey Daniel  
 Daytime Phone: 907-252-7427 Lot and Block Number: Lot 4A, BIK 2  
 Mailing Address: 570 Dolchok Lane, Kenai, AK 99611

5. Name of Property Owner: MARILYN & FRED Wolsterman  
 Signature: Marilyn Wolsterman  
 Daytime Phone: 907-252-7464 Lot and Block Number: Lot 13, BIK 4  
 Mailing Address: 555 Dolchok Ln, Kenai 99611

6. Name of Property Owner: Richard Mock  
 Signature: Richard Mock  
 Daytime Phone: 907-252-3634 Lot and Block Number: 485 Dolchok LN  
 Mailing Address: 485 Dolchok LN Kenai Alaska Lot 11, BIK 4

REZONE APPLICATION – BASIN VIEW SUBDIVISION

7. Name of Property Owner: John Costant  
 Signature: [Signature]  
 Daytime Phone: 907-274-3189 Lot and Block Number: \_\_\_\_\_  
 Mailing Address: 470 Dolchok Lane, Kenai AK. 99611

8. Name of Property Owner: Trey West  
 Signature: [Signature]  
 Daytime Phone: \_\_\_\_\_ Lot and Block Number: Lot 9, Blk 4  
 Mailing Address: 395 Dolchok Lane, Kenai AK 99611

9. Name of Property Owner: Rebecca Schultz  
 Signature: [Signature]  
 Daytime Phone: 360-584-4208 Lot and Block Number: \_\_\_\_\_  
 Mailing Address: 375 Dolchok Ln

10. Name of Property Owner: Suzanne Klaben  
 Signature: [Signature]  
 Daytime Phone: 252-9042 Lot and Block Number: Lot 2, Blk 4  
 Mailing Address: 325 Dolchok lane

11. Name of Property Owner: Franz Plogg  
 Signature: [Signature]  
 Daytime Phone: 283-4480 Lot and Block Number: Lot 3, Blk 3 /  
 Mailing Address: 4384 Beaver Loop

12. Name of Property Owner: Maggie Rohr  
 Signature: [Signature]  
 Daytime Phone: 907-953-9575 Lot and Block Number: \_\_\_\_\_  
 Mailing Address: 4276 Beaver Loop, Kenai, AK 99611

REZONE APPLICATION – BASIN VIEW SUBDIVISION

13 • Name of Property Owner: Ruby Christopherson  
 Signature: Ruby Christopherson  
 Daytime Phone: 907-953-0951 Lot and Block Number: Lot 1, BIK 3  
 Mailing Address: 350 Dolchok Lane  
Kenai Alaska 99611

14 • Name of Property Owner: Clint + Tabatha Chanley  
 Signature: Tabatha Chanley  
 Daytime Phone: 907 690 0145 Lot and Block Number: Lot 14, BIK 4  
 Mailing Address: 575 dolchok  
Kenai AK 99611

15 • Name of Property Owner: Mark Jurek  
 Signature: Mark Jurek  
 Daytime Phone: 713 582 6601 Lot and Block Number: Lot 17, BIK 4  
 Mailing Address: 3065 Kim N Ang Ct.  
Kenai AK 99611

16 • Name of Property Owner: BARBARA L. BALDWIN  
 Signature: Barbara L. Baldwin  
 Daytime Phone: 907-283-7086 Lot and Block Number: Lot 20A, BIK 4  
 Mailing Address: 3080 Kim-n-Ang Ct  
Kenai, Alaska 99611

17 • Name of Property Owner: Charles R. Baldwin  
 Signature: [Signature]  
 Daytime Phone: 907 283 7086 Lot and Block Number: Lot 19 BIK 4  
 Mailing Address: 3080 Kim-N-Ang Ct.  
Kenai, AK 99611

18 • Name of Property Owner: Charles R. Baldwin  
 Signature: [Signature]  
 Daytime Phone: 907 283 7086 Lot and Block Number: Lot 18 BIK 4  
 Mailing Address: 3080 Kim N Ang Ct.  
Kenai AK 99611



REZONE APPLICATION – BASIN VIEW SUBDIVISION

19 Name of Property Owner: Dennis L. Barnard  
 Signature: [Signature]  
 Daytime Phone: 398-9156 Lot and Block Number: Lot 3, BIK 4  
 Mailing Address: 335 Dolchok Lane

20 Name of Property Owner: Lloyd MARSTON  
 Signature: [Signature]  
 Daytime Phone: 907-252-0723 Lot and Block Number: Lot 15, BIK 4  
 Mailing Address: 3035 KIM-N-ANG CT  
KENAI, AK 99611

21 Name of Property Owner: JASON HOBART  
 Signature: [Signature]  
 Daytime Phone: 907-318-5809 Lot and Block Number: Lot 22, BIK 4  
 Mailing Address: 3060 KIM N ANG


22 Name of Property Owner: Charlotte Cooks  
 Signature: [Signature]  
 Daytime Phone: 907 299 2173 Lot and Block Number: Lot 8, BIK 4  
 Mailing Address: 385 Dolchok Lane Kenai AK 99611

23 Name of Property Owner: PETER M. COOTS  
 Signature: [Signature]  
 Daytime Phone: (917) 252-0332 Lot and Block Number: Lot 8, BIK 4  
 Mailing Address: 385 DOLCHOK LANE KENAI AK 99611

24 Name of Property Owner: Amber Every  
 Signature: [Signature]  
 Daytime Phone: 907-252-8224 Lot and Block Number: Lot 2, BIK 3  
 Mailing Address: 360 Dolchok LN Kenai, AK 99611

REZONE APPLICATION – BASIN VIEW SUBDIVISION

Name of Property Owner: Casey Luecker

25 Signature: 

Daytime Phone: 907-717-9140 Lot and Block Number: Lot 12, BIK 4

Mailing Address: 495 Dolchok, Kenai, AK, 99611

26 Name of Property Owner: Tessa Luecker

Signature: 

Daytime Phone: 907-347-2654 Lot and Block Number: Lot 12, Block 4

Mailing Address: 495 Dolchok Ln, Kenai AK 99611

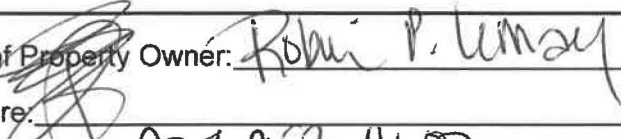
27 Name of Property Owner: Ashli Kippi

Signature: 

Daytime Phone: 907-953-3601 Lot and Block Number: Lot 2A1, BIK 2

Mailing Address: 590 Dolchok Lane Kenai, AK 99611

28 Name of Property Owner: Robin P. Lemay

Signature: 

Daytime Phone: 907-953-4600 Lot and Block Number:

Mailing Address: 3055 Kim. N. Ang Ct Kenai

29 Name of Property Owner: David Lemay

Signature: 

Daytime Phone: 907-3946094 Lot and Block Number:

Mailing Address: 3055 Kim. N. Ang Ct Kenai

30 Name of Property Owner: Mykle Ables

Signature: 

Daytime Phone: 907-953-7854 Lot and Block Number: Lot 21A, Block 4

Mailing Address: 3070 Kim-N-Ang Ct. Kenai 99611

REZONE APPLICATION – BASIN VIEW SUBDIVISION

31

Name of Property Owner: Pamela Abdes  
Signature: Pamela Abdes  
Daytime Phone: (907) 953 9091 Lot and Block Number: Lot 21 A, Block 4  
Mailing Address: 3070 Kim W Aug Ct Kenai AK 99611

32

Name of Property Owner: Leigh Langham  
Signature: Langham  
Daytime Phone: (907) 394-8363 Lot and Block Number: \_\_\_\_\_  
Mailing Address: PO Box 3395 Kenai AK 99611

Name of Property Owner: Lara Ross  
Signature: Lara Ross  
Daytime Phone: 907-252-8247 Lot and Block Number: Lot 6, Blk 4  
Mailing Address: 365 Dolchok Lane, Kenai, AK 99611

Name of Property Owner: David Ross  
Signature: DR  
Daytime Phone: 394-3555 Lot and Block Number: Lot 6, Blk 4  
Mailing Address: 365 Dolchok Ln. Kenai, AK 99611

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_


REZONE APPLICATION – BASIN VIEW SUBDIVISION

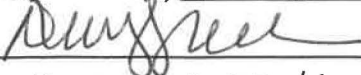
Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner(s): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner(s): Craig Cheek  
Signature:   
Daytime Phone: 9072528347 Lot and Block Number: Lot 10, Blk 4  
Mailing Address: 455 Cub Court, Kenai 99611  
Basin View Subdivision

Name of Property Owner(s): Deirdre Cheek  
Signature:   
Daytime Phone: 9072528346 Lot and Block Number: Lot 10, Block 4  
Mailing Address: 455 Cub Court, Kenai 99611  
Basin View Subdivision

REZONE APPLICATION – BASIN VIEW SUBDIVISION

Name of Property Owner: Keith D Holtan, Jane V Mathies Holtan

Signature: Keith Holtan Jane V. Mathies Holtan

Daytime Phone: 907-394-1963 Lot and Block Number: Pelch Homestead Addn No 2 Lot 5

Mailing Address: 35555 Kenai Spur Hwy #236 630 Ames Rd  
Soldotna AK 99669 Kenai AK 99611

Name of Property Owner: Branda Madrid e Jacob Madrid

Signature: Branda Madrid

Daytime Phone: 907-252-5999 Lot and Block Number: 800 Ames

Mailing Address: 905 Salmon Run Dr. Kenai AK 99611

Name of Property Owner: Brenda Grim

Signature: Brenda Grim

Daytime Phone: 907-351-5654 Lot and Block Number: \_\_\_\_\_

Mailing Address: 355 Dolchok Ln, Kenai AK 99611

Name of Property Owner: Moira Ireland

Signature: M Ireland

Daytime Phone: 907-398-3895 Lot and Block Number: \_\_\_\_\_

Mailing Address: 715 Ames Road  
Kenai AK

Name of Property Owner: Ben Langham

Signature: Ben Langham

Daytime Phone: 907-690-1218 Lot and Block Number: \_\_\_\_\_

Mailing Address: PO Bx 3395 Kenai, AK 99611  
3020 Basin View Way - Kenai, AK

Name of Property Owner: Dan Meyer

Signature: Dan Meyer

Daytime Phone: 309-462-3826 Lot and Block Number: \_\_\_\_\_

Mailing Address: 620 Ames Rd Kenai AK

REZONE APPLICATION – BASIN VIEW SUBDIVISION

Name of Property Owner: Ronald Rogalsky Mary Loveland

Signature: R Rogalsky M Loveland

Daytime Phone: 907-398-9238 Lot and Block Number: lot 2 Beaver Creek Estates

Mailing Address: PO Box 35 Kenai AK 99611 04949019  
945 AMES Rd

Name of Property Owner: Ronald Rogalsky Mary Loveland

Signature: R Rogalsky M Loveland

Daytime Phone: 907-398-9238 Lot and Block Number: lot 7 The Lake at Kenai

Mailing Address: PO Box 35 Kenai AK 99611 04949054  
1003 Angler Dr

Name of Property Owner: Ronald Rogalsky Mary Loveland

Signature: R Rogalsky M Loveland

Daytime Phone: 907-398-9238 Lot and Block Number: Lot 8 The Lake at Kenai

Mailing Address: PO Box 35 Kenai AK 99611 04949055  
920 Ames Rd

Name of Property Owner: Ronald Rogalsky Mary Loveland

Signature: R Rogalsky M Loveland

Daytime Phone: 907-398-9238 Lot and Block Number: Lot 9 The Lake at Kenai

Mailing Address: PO Box 35 Kenai AK 99611 04949056  
910 Ames Rd

Name of Property Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

REZONE APPLICATION – BASIN VIEW SUBDIVISION

Name of Property Owner: Jerry C Haf

Signature: [Signature]

Daytime Phone: 394 6994 Lot and Block Number: TRACT 1 JACK web Sub.

Mailing Address: 765 Ames Road Kenai AK 99611

Name of Property Owner: Casey Diener

Signature: [Signature]

Daytime Phone: (907) 394-8325 Lot and Block Number: \_\_\_\_\_

Mailing Address: 515 Ames Rd.  
Kenai AK 99611

Name of Property Owner: Colton Sterling

Signature: [Signature]

Daytime Phone: 907-395-7512 Lot and Block Number: \_\_\_\_\_

Mailing Address: 505 Ames Rd Kenai, AK 99611

Name of Property Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

REZONE APPLICATION – BASIN VIEW SUBDIVISION

Name of Property Owner: Hildegard A. Plagge  
Signature: Hildegard A. Plagge  
Daytime Phone: 907-283-4488 Lot and Block Number: \_\_\_\_\_  
Mailing Address: 4384 Beaver Loop Rd. Kenai AK 99611-8323

Name of Property Owner: Hildegard A. Plagge  
Signature: Hildegard A. Plagge  
Daytime Phone: 907-283-4488 Lot and Block Number: \_\_\_\_\_  
Mailing Address: 4384 Beaver Loop Rd. Kenai AK 99611-8323

Name of Property Owner: Hildegard A. Plagge  
Signature: Hildegard A. Plagge  
Daytime Phone: 907-283-4488 Lot and Block Number: \_\_\_\_\_  
Mailing Address: 4384 Beaver Loop Rd. Kenai AK 99611-8323

Name of Property Owner: BRENDA BRYANT  
Signature: Brenda Bryant  
Daytime Phone: 907 394-1250 Lot and Block Number: \_\_\_\_\_  
Mailing Address: 925 AMES Rd Kenai AK 99611

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Lot and Block Number: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_





**CITY OF KENAI  
PLANNING AND ZONING COMMISSION  
RESOLUTION NO. 2022-12**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **RECOMMENDING** THE COUNCIL OF THE CITY OF KENAI APPROVE THE REZONE REQUEST AS DEPICTED ON THE REZONING BOUNDARY MAP AND ADDRESS LIST FROM RURAL RESIDENTIAL TO RURAL RESIDENTIAL-1

WHEREAS, the City of Kenai received a rezone application from the majority property owners in accordance with Kenai Municipal Code 14.20.270, Amendment procedures; and,

WHEREAS, the area proposed to be rezoned contains a minimum of 1 acre (excluding street or alley rights-of-way); and,

WHEREAS, the proposed amendment to the zoning ordinance is not substantially the same as any other unapproved proposed amendment submitted within the previous 9 months; and,

WHEREAS, a map has been included of the proposed rezone area and applicable signatures; and,

WHEREAS, The RR-1 Zone is intended to provide for low density residential development in outlying and rural areas in a form which creates a stable and attractive residential environment; and,

WHEREAS, access to the area to be rezoned is provided via Beaver Loop Road, Dolchok Lane, Cub Court, Kim N Ang Court, Basin View Way, and Ames Road; and,

WHEREAS, the Conditional Use Permit for a B&B at 909 Ames Road is a conditional use in the RR-1 zoning district; and,

WHEREAS, the Conditional Use Permit for a Guide Service at 909 Ames Road and a Welding Fabrication Facility at 911 Ames Road are not permitted in the RR-1 zoning district and would be considered a nonconforming use in the RR-1 zoning district; and,

WHEREAS, the rezone is consistent with Goal 1 – Quality of Life: Promote and encourage quality of life in Kenai of the 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan.

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

**Section 1.** That the Kenai City Council approve of the rezone request of the attached rezoning boundary and address list from Rural Residential (RR) to Rural Residential-1 (RR-1).

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Resolution No. PZ2022-12

Page 2 of 2

**Section 2.** That a copy of Resolution PZ2022-12 be forwarded to the Kenai City Council.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,  
this 25th day of May, 2022.



\_\_\_\_\_  
JEFF TWAIT, CHAIRPERSON

ATTEST:



\_\_\_\_\_  
MEGHAN THIBODEAU, DEPUTY CITY CLERK

May 26, 2022  
Kenai, AK

Kenai City Council  
210 Fidalgo Avenue  
Kenai, AK 99611

RE: Support for Resolution No. 2022-12 A

Dear Sirs:

We would like to voice our support for the Resolution No. 2022-12 A, recommending the approval of rezoning our property from Rural Residential to Rural Residential 1.

We did not sign the original petition in an effort to maintain a neutral position regarding the rezoning. After attending last night's Planning & Zoning meeting, **we would like to take a position supporting the rezoning.** Please include this letter with the pack to be presented to the Kenai City Council.

The descriptions of our three properties are shown below:

Parcel 04949025 Private Vacant 835 AMES RD 1.5 T 5N R 11W SEC 1 SEWARD MERIDIAN KN 2003021 TIDE VIEW HEIGHTS PADGETT REPLAT LOT 12A-2

Parcel 04904098 Private Residential 855 AMES RD 5.91 T 5N R 11W SEC 1 & 2 SEWARD MERIDIAN KN 0930085 TIDE VIEW HEIGHTS SUB LOT 13A

Parcel 04949057 Private Vacant 2.52 T 05N R 11W SEC 2 SEWARD MERIDIAN KN 2019067 THE LAKE AT KENAI 2016 ADDN PHASE 1 LOT 10

Please contact me at 907/350-2103 if you have questions or concerns.

Sincerely,



Mack Padgett



Carol Padgett

907.350.2103

3050 Kim N Ang Ct.,  
Kenai, Alaska 99611  
(907) 398-3117  
May 30, 2022

The City of Kenai Alaska City Mayor and City Council

Subject: Rezoning Application PZ2022-12 Review

Honorable Mayor and Members: We the owners of Lot 23 Block 4 of Basin View Subdivision request that you review our attached list of disagreements prior to the approval of the proposed Rezoning change to our subdivision. We not only find the petition unwarranted but the true facts of which stems to the root of the problem has not been addressed. We would request you visit our subdivision, Basin View, prior to your meeting for approval on this Resolution and we will challenge you to show justification why these new rezoning restrictions are necessary.

After reviewing our subdivision take a trip down Beaver Loop Road and review the affected properties there, after that take a trip down Ames Road and hopefully you will see why after 40 years living in Basin View we disagree with the rezoning. If anyone needs the rezoning Ames Road does, so do not change our subdivision just to pacify the desires of seven residences who are the instigators of this smoke screen.

Sincerely,



Charles Eubank

3050 Kim N Ang Ct.,  
Kenai, Alaska 99611  
(907) 398-3117  
May 30, 2022

Kenai City Council

Subject: Planning and Zoning Commission Resolution PZ2022-12

Dear City Council Members:

We are residents and the owners of Lot 23, Block 4 Basin View Subdivision. We have lived in this subdivision 39 years making us the oldest residents. Fortunately, being retired we are able to seek warmer climates in the winter for old bones, but unfortunately being away, we are handicapped when it comes to changes to our neighborhood even though we still receive our mail at our residence 3050 Kim N Ang Ct., Kenai, Alaska along with we have provided contact information to our homeowner's association so we could be notified of changes that impact our property. The monetary value of our could significantly change because of this proposed Zoning Resolution and we expect it to decrease in value. In this case we had a disagreeable discussion with the elected President of our Homeowner's Association referencing this very subject, he knew our position on why this proposed rezoning was not our desire yet he conveniently failed to notify us of his attempt to change the zoning and as you can see the date of the proposal, conveniently to him which we were out of the area.

#### History of conflicts within Basin View Subdivision

In our first 37 years we had the Superintendent of public schools tried to operate a sled dog team out of his residence, his effort was stopped by the City of Kenai Animal Control Division and by using our subdivisions, no sled dog provision to our covenants that was enforced by the Circuit Court. An additional animal control problem was highlighted when my Labrador Retriever was accused of eating a neighbor's bird seed, oh well I guess even a dog can have a weak moment, but I had to pay to get her out of dog jail.

Year 2021, our Subdivision's owners were united and successful in rejecting a fishing guide operation and Bed and Breakfast on a lot within the subdivision. The action was possible due to subdivision covenant, and it protected our subdivision's single family dwelling clause along with the no commercial business restriction.

Year 2022 the most unnecessary proposal that we have seen in our 39 years. It will have a negative effect on our self-governed way of life that we have enjoyed since we purchased our property. The contract as written when we purchased our property contained covenants we desired and has worked well when used in conjunction with state, borough and city permits and restrictions. These controlling factors have always protected our subdivision with the exact reason for rezoning given on the PZ2022-12 Rezoning Application, so why change zoning?

Now we have a group of property owners from another adjoining subdivision of which have no protection of an existing Covenants and no Homeowners Association that protect their property come into our subdivision go door to door and spread unproven rumors of what they say is illegal activities that have been happening at a guide service and that the City of Kenai and the Police Department (will not take any action) to remove the guide service conditional use permit. We summarize that they are of a belief that complete rezoning of our subdivision, and the other adjoining selected lots/subdivisions will cure this great threat of a Guide business invasion into all adjoining subdivisions. This only sends a message to us that they believe the more restrictions that are placed on individuals or communities will fix everything. We have only found in our 76 years of life the less government intervention and unnecessary regulations fits a more harmonious way of life and everyone seems to get along better.

It seems that when individuals or groups of individuals are proven to be habitual complainers at City Hall and are only attempting to cause unwarranted disruption in other residents' way of life just to satisfy their desires, these folks need to be informed that this pattern cannot continue and will not be tolerated. Also, all petitions they submit should be closely scrutinized and validity of their complaint or action be proven. This is the City of Kenai's responsibility. Please do some reinvestigating before allowing a requested action to go forward and waste's the City's time and money.

What effect will rezoning have on us personally as property owners, and others and what has mandated this request for rezoning.

- 1.) It will limit conditional use permit categories of which could have a negative effect on the City's Comprehensive Plan by reducing the taxable income from businesses to the city.
- 2.) Working from home since COVID and beyond must have its license requirements, since it is a business and generates income and is reportable to the IRS. It falls into the land use code of Personal Services we guess ,of which is not available under the RR1 code. This alone is one more unnecessary element that rezoning causes and do not try to push it aside because it is a required subdivision item, which is a business and is to be treated as such so what conditional use code fits this situation?
- 3.) Our property value along Beaver Creek which has Kenai River access frontage of which in this case, is all that matters. It will suffer or be reduced by limiting the sale of our property to selected groups and will eliminate any possibility of a guide service getting a Conditional Use Permit, even though there are numerous permits with a quarter mile of our property. This is not allowing us to have equal treatment as those who have Conditional Use Permits that are located on adjacent subdivisions i.e.: Jack Webb Subdivision and Angler Drive, of which Jack Webb is part of the rezoning and is directly downstream of our property and will enjoy their Conditional Use Permits being grandfathered and transferrable. As you can see, we are going to be penalized and all properties in each area should be treated equally as far as use restrictions. One statement I will add is the individual who initiated the rezoning application stated to me that his desire was to stop boat traffic on the

upper portion of Beaver Creek which he wants to be a river cop and believes rezoning will result in less boat traffic due to eliminating Conditional Use Permits.

- 4.) If rezoning is approved, then we can foresee an increase in our property tax since we will be living in a more highly regulated area and will be receiving nothing extra as far as services from the City or Borough. This to me is not the answer that more restrictions may bring.
- 5.) For the residence of the Jack Webb subdivision these individuals should get some skin in the game before trying to change zoning and portray it as the cure all for their problem and ours in Basin View Subdivision. We the residents/owners of Basin View are being used as a tool by the residents of Jack Webb to sell this rezoning as a cure-all to their subdivisions problems and not the weak reason of protecting the residential character of the neighborhoods. The residential character of our Basin View Subdivision has experienced no change in 40 years except the spruce beetles have killed thousands of trees, so why not concentrate our efforts on items that come up that require attention and stay out of the infighting in other subdivisions? We do not need rezoning; the instigators of this rezoning plan do.
- 6.) The code only places additional restrictions on property owners and will not cure the existing cause of the problem, simple solution, the City needs to enforce the restrictions they have on conditional use permits, since a guide business bordering on Ames Road has been accused of operating an illegal business and residence at the end of Ames Road have had no help from the City addressing the problem they have. Get to the heart of the problem and address the concerns and leave others out of it. Stop using the shotgun approach by shooting at everyone and hope you hit the right solution that will cure all.

#### Why not rezone?

- 1.) This is a clear case of SPOT ZONING why is this the case. The City Planning and Zoning Department has taken an entire area, which includes we believe, five different subdivisions and portrayed it as one, Basin View Subdivision, we believe this is an attempt to cover up Spot Zoning (see attached definition of Spot Zoning) and only show one subdivision with which they are dealing with, we believe Basin View is the only one protected by covenants?
- 2.) Review the Rezoning Application. Mr. Huf the Petitioner listed his address as 765 Ames Road of which is not part of Basin View Subdivision and his property as Basin View of which he has indicated he owns. One problem is he dated his application 20 years ago of which is no big deal all of us live somewhere in the past, but what is important all property owners listed on the Rezone Application-Basin View Subdivision do not live in Basin View, is this a smoke screen to cover up Spot Zoning, and to add to that, why are more than one name listed for same properties. All the property owners in Basin View were not notified of these proposed changes since they were out of state, but the President and Secretary of the Basin View had there mailing address and phone number, and no attempt was made to contact them.

- 3.) The Conditional Use Permits are a useful tool and should be used and their conditions policed, not eliminated, some residents have indicated they desire elimination to take place, which is not a smart request.
- 4.) In this case we know that the residents of Jack Webb Subdivision and the individual residents whose property abuts Fosters Fish Camp/Guide Service, have complained to the City of accused illegal activities for years and we believe that their frustration with no action from the City has led to this uncalled for, Rezoning.
- 5.) What is the City's comprehensive zoning plan for the area, and if there is none why not?
- 6.) All properties are not equal as far as accessibility to special activities, river access, fishing and the convenience of having dock facilities adjacent to your property. I personally have knowledge there are numerous docks on Beaver Creek that are not in compliance with their owners Kenai River Dock Permits, do we want to open this can of worms, also how about the other businesses that are operating that do not have Conditional Use Permits?
- 7.) You have residence within Basin View Subdivision taking photos of people awaiting a Guide business to take them fishing, do we really know the whole story. We have personal family friends that visit each year from other countries that park their rented recreational vehicle at our residence and have full use of our docking facility, Must we look forward to their being harassed and us being accused of illegal activities, well to be honest with you if that happens, they are opening a hornet's nest.

Our recommendations and we hope you are open to considering them.

- 1.) Do not approve new rezoning restrictions to cover up the Cities lack of enforcement of the more than adequate, permits that are available and serve as restrictions when used along with subdivision covenants, City ordinances and State law.
- 2.) Look at the entire area at the different zoning that will be in place and ask if each property is being treated equally, that answer will be NO, so we request this rezoning not be approved.
- 3.) Last thought, stop using the shot gun approach by shooting in the breeze and hoping you hit the intended target, just concentrate your efforts on the specific offenders by enforcing the existing regulations so please do not make more restrictions we have enough.

Our final statement is that we would like to thank the City of Kenai for their support of the Community for our 40 years of residency, so please review this action and you will hopefully see how this is just a smoke screen to cover up the real problem and by no means fits the categories listed in the intended Use and/or reason for Rezoning indicated on the Rezoning Application dated 4/27/2002.

Sincerely,

  
Charles E. Eubank



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**"Spot zoning" is thought of as zoning not in accordance with a comprehensive plan, but for mere private gain to favor or benefit a particular individual or group of individuals and not the welfare of the community as a whole.**



Sponsored by: Administration

**CITY OF KENAI  
RESOLUTION NO. 2022-52**

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO SUPPLY OPERATIONAL CHEMICALS FOR THE CITY'S WATER TREATMENT AND WASTEWATER TREATMENT FACILITIES.

WHEREAS, the City of Kenai annually contracts for the purchase of various chemicals in support of the water treatment and wastewater treatment plants; and,

WHEREAS, an Invitation to Bid for these chemicals was released on June 2, 2022 with Bids due on June 23, 2022; and,

WHEREAS, the following bids were received

Vendor	Water Treatment Plant	Wastewater Treatment Plant	Total Bid
Cascade Columbia	\$55,268.40	\$77,032.50	\$132,300.90
Univar Solutions	\$67,161.60	\$83,225.00	\$150,386.60

; and,

WHEREAS, Cascade Columbia Distribution Inc. was found to be the lowest responsive responsible bidder with a total combined bid in the amount of \$132,300.90; and,

WHEREAS, due to significant recent escalation in chemical prices, this bid is higher than anticipated, being \$28,391 more than was budgeted; and,

WHEREAS, this contract award will allow both plants to continue to operationally meet the City's regulated permit requirements, and this award is in the best interest of the City; and,

WHEREAS, there are sufficient funds to award this contract, however, administration will bring an ordinance forward over the next several months to appropriate additional funds necessary to increase the funds available in the Operating and Repair Supplies Account in the Water and Seward Fund to allow necessary purchases from that account for the remainder of FY23.

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

**Section 1.** That the Kenai City Council authorizes a contract award and corresponding purchase order to Cascade Columbia Distribution Inc. in the amount of \$132,300.90 to provide operational chemicals for the water treatment and wastewater treatment plants.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

---

Michelle M. Saner, MMC, City Clerk



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Scott Curtin, Director of Public Works

**DATE:** June 28, 2022

**SUBJECT:** Resolution 2022-52 – Chemicals for FY2023

---

The purpose of this memo is to request Council's approval for a contract award to supply and deliver operational chemicals for the City's Water Treatment and Wastewater Treatment Facilities. These chemicals allow the Water & Sewer Department to safely treat the City's drinking water and to sanitize the effluent leaving the wastewater plant into Cook Inlet waters.

Chemicals that continue to be purchased through this annual agreement include sodium hypochlorite as a sanitizing agent, sodium bisulfite to remove chlorination prior to discharging effluent into Cook Inlet waters, lime to adjust ph in the digester, and polymer for dewatering of wastewater sludge

A formal Invitation to Bid was released on June 2<sup>nd</sup> with Bids due on June 23<sup>rd</sup> with Cascade Columbia Distribution Inc. found to be the lowest responsive responsible bidder at a total bid cost of \$132,300.90. The bids have come in higher than anticipated. For Council's information, last year's contract totaled \$82,257.00 to Univar Solutions with \$47,937 for the water plant and \$34,320.00 for the wastewater plant respectively. The same materials and quantities are being ordered as last year.

When developing the FY23 budget an approximately 25% increase was included in anticipation of cost increases, bringing our budgeted number to about \$103,000 for this purchase. The additional \$30,000 is a result of the supply chain and increased freight costs due to fuel prices.

Council's approval is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI  
RESOLUTION NO. 2022-53**

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

WHEREAS, the City in support of the Personal Use Fishery annually seeks services for dumpsters and portable restrooms; and,

WHEREAS, an Invitation to Bid for these services was released on June 7<sup>th</sup>, 2022 with bids due on June 23, 2022; and,

WHEREAS, one bid was received, as detailed below:

Contractor	Schedule A	Schedule B	Schedule C	Schedule D
Peninsula Pumping, Inc.	\$29,362.00	\$27,400.00	\$5,500.00	\$13,500.00

; and,

WHEREAS, Schedule A is for all road accessible restrooms, Schedule B is for all non-road accessible restrooms, Schedule C is for all road accessible dumpsters and Schedule D is for all non-road accessible dumpsters; and,

WHEREAS, Peninsula Pumping was found to be the lowest responsive responsible bidder with a total combined bid in the amount of \$75,762.00; and,

WHEREAS, award of this service agreement will provide clean and safe access to these services, and the award 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 Kenai City Council authorizes the award of a Service Agreement to Peninsula Pumping in the amount of \$75,762 to provide dumpsters and portable restrooms in support of the Personal Use Fishery from July 10<sup>th</sup> – July 31<sup>st</sup>. In the event the State of Alaska alters the timeline, it is the intent of this authorization to coincide with the State's timeline.

**Section 2.** That the Kenai City Council authorizes the City Manager to issue a Purchase Order to Peninsula Pumping in the amount of \$75,762.


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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, 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 Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Scott Curtin, Director of Public Works  
**DATE:** June 28, 2022  
**SUBJECT:** **Resolution 2022-53**

---

The purpose of this memo is to request Council's approval to award a service agreement to Peninsula Pumping to supply and service dumpsters and portable restrooms for the Personal Use Fishery from July 10<sup>th</sup>-31<sup>st</sup>. These are recurring services the City provides annually in support of the fishery.

Council should be aware the Administration continues to strive to reduce these costs where and when possible. We have tightened our scopes of work locating facilities where appropriate but still accessible for fishery participants, and continue to improve services with the addition of hand wash stations last year and again this year. Historically our service contract costs are down. In 2017 these services cost \$101,703.14, in 2018 \$101,743.14, in 2019 \$87,919.90, in 2020 \$73,643.13, in 2021 \$77,500.00, and this year \$75,762.00.

This year the bidding combined Bid Schedules A & C and B & D, meaning all off-road dumpsters and restrooms required a combined bid, and all on road dumpsters and restrooms required a combined bid. As a result, a slight savings over last year was achieved which is appreciated in this inflationary environment.

Council's support of this resolution will allow the City to continue to provide safe and clean services for those participating in the fishery.

Council's support is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI  
RESOLUTION NO. 2022-54**

A RESOLUTION AUTHORIZING A SERVICE CONTRACT EXTENSION TO PROVIDE REFUELING SERVICES FOR CITY FACILITY FUEL TANKS.

---

WHEREAS, Crowley Fuels LLC was awarded a service contract on August 3, 2018 through approval of Resolution 2018-37 to furnish and deliver fuel to various City facilities for generators as well as operational fuel at the airport; and,

WHEREAS, that agreement runs through June 30, 2022 and may be extended by mutual agreement for one additional single year contract extension; and,

WHEREAS, the City has been satisfied with the services being provided to date and on June 21, 2022 Crowley Fuels LLC agreed to hold their pricing for the next year to the same Oil Price Information Service (OPIS) market average percentage savings originally agreed to; and,

WHEREAS, that savings equates to the City paying approximately 97% of the market average cost for fuel; and,

WHEREAS, award of this service contract extension will allow our facilities and operations to continue to provide expected services, and the award is in the best interest of the City.

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

**Section 1.** That the City Council authorizes the award of a Service Contract Extension to Crowley Fuels LLC through June 30, 2023 valued at the total approximate amount of \$84,500.

**Section 2.** That the City Council authorizes the City Manager to issue the following purchase orders to Crowley Fuels LLC: Water Plant Generator \$500, Waste Water Plant Generator \$1,000, Public Safety Generator \$500, Airport Terminal Generator \$2,500, and Airport Operations Fuel for equipment \$80,000.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk





# KENAI

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

## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Scott Curtin, Director of Public Works  
**DATE:** June 28, 2022  
**SUBJECT:** **Resolution 2022-54**

---

The purpose of this memo is to request Council’s authorization to execute a service contract extension to Crowley Fuels LLC. Crowley Fuels has been operating under a three year contract with optional two one year extensions available, to provide fuel delivering services to various city facilities. This contract extension being requested is for year five of this agreement.

This service provides operational fuel for the City backup generators as well as the Airport Operations Facility which fuels various apparatus equipment in support of Airfield Maintenance Operations.

The original agreement was contracted in a way that anticipated fluctuations in the market price of fuel through utilization of the Oil Price Information Service otherwise known as (OPIS). OPIS provides regional cost averages for fuel and this agreement provides for a City purchase price of 97% of the OPIS price. As example if diesel fuel was OPIS priced at \$2.50/gal our city cost would be \$2.425/gal if \$4.00/gal our city cost would be \$3.88/gal.

This contract, valued in the approximate amount of \$84K and intended to run through June 30, 2023, provides a good value to the operations of the City.

Council’s support is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI  
RESOLUTION NO. 2022-55**

A RESOLUTION AMENDING THE FACILITY MANAGEMENT AGREEMENT FOR WINTER SERVICES PROVIDED BY RED LINE SPORTS AT THE CITY OF KENAI MULTI-PURPOSE FACILITY.

---

WHEREAS, the current Kenai Multi-Purpose facility’s winter ice contract with Redline Sports runs from November 5, 2020 through March 23, 2023; and,

WHEREAS, under the agreement, no services may be provided by the contractor between the months of April and September; and,

WHEREAS, in previous years when summer ice is provided for the months of April through September, a separate contract was authorized; and,

WHEREAS, due to the maintenance at the Kenai Multi-Purpose Facility in the Summer of 2022, no summer ice was provided; and,

WHEREAS, it is to the best interest of the City to amend the current winter ice contract to allow the contractor to perform services beginning July 23, 2022 and ending March 23, 2023 to provide ice time for local users of the facility and increase the contract amount from \$45,000 to the mutually agreed upon amount of \$55,000; and,

WHEREAS, both the City of Kenai and Redline Sports have agreed to the amendment and the amendment is in the best interests of the City.

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

**Section 1.** That the Kenai City Council hereby authorizes the City Manager to execute an amendment to the City of Kenai Multi-Purpose Facility Winter Agreement with Redline Sports by amending the dates for which services may be performed to July 23, 2022 and March 23, 2023 and increasing the contract amount from \$45,000 to \$55,000.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

---

Brian Gabriel Sr., Mayor

ATTEST:

---

Michelle M. Saner, MMC, City Clerk



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Brad Walker, Parks and Recreation Director

**DATE:** June 29, 2022

**SUBJECT:** **Resolution 2022-55 Amending the Facility Management Agreement for Winter Services Provided by Red Line Sports at the City of Kenai Multi-Purpose Facility**

---

Administration requests the approval from Council to authorize an amendment to the City of Kenai Multi-Purpose Winter Facility Agreement with Redline Sports. This amendment would change the start date of the Winter agreement from October 1, 2022 to July 23, 2022 and the contract amount from \$45,000 to \$55,000.

Due to maintenance work at both the Soldotna Sports Center and the Kenai Multi-Purpose Facility over the Summer of 2022, both facilities were closed to the public. This has impacted local sporting programs as well as community members who use the facilities. The additional time to be added to the current agreement would allow users back into the facility prior to winter to provided needed ice for local youth competitive hockey programs. To offset the additional cost of this amendment to the City, ice rink users have committed to a minimum number of hours of facility rental.

Except as expressly modified or stated herein, all other terms and conditions of the agreement remain in full force and effect.

Thank you for your consideration.

Attachment: First Amendment to Agreement for Facility Management Services

**FIRST AMENDMENT TO THE CITY OF KENAI FACILITY  
MANAGEMENT AGREEMENT FOR SERVICES  
PROVIDED BY REDLINE SPORTS AT THE CITY OF KENAI  
MULTIPURPOSE FACILITY**

The City of Kenai (Owner), an Alaska Home Rule Municipal Corporation, whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and Redline Sports (Contractor), hereby amend the Agreement for Services for the City of Kenai Multi-Purpose Facility (Agreement), located at 9775 Kenai Spur Highway, Kenai, Alaska made July 3, 2022 as follows:

1. Section 1 to read as follows: Term. The initial term of this Agreement begins on approximately November 5, 2020, and ends on March 23, 2023. This Agreement may be extended for two (2) successive one-year terms by mutual written consent of Owner and Contractor. The season for winter ice for 2022 will be July 23, 2022 through March 23, 2023.
2. Section 5 to read as follows: Payment. Owner shall compensate Contractor for all services rendered at the rate of \$41.62 per hour for 2020/2021; and \$45.00 per hour for 2021/2022; and \$50 per hour for 2022/2023. The total cost of all services performed during 2022/2023 shall not exceed \$55,000. Contractor shall immediately inform owner if scheduled ice reservations will result in services to be performed that would require payment in excess of \$55,000 and contractor shall not perform those services until and unless directed by Owner.
3. Except as expressly modified or stated herein, all other terms and conditions of the Agreement remain in full force and effect.

CITY OF KENAI

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Ostrander, City Manager

REDLINE Sports

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vince Redford, Owner

STATE OF ALASKA            )  
  )ss  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 )

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Vince Redford, Owner of Redline Sports.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott M. Bloom, City Attorney

Funds verified by Finance:

\_\_\_\_\_  
Terry Eubank, Finance Director



Sponsored by: Administration

**CITY OF KENAI  
RESOLUTION NO. 2022-56**

A RESOLUTION APPROVING AMENDMENTS TO THE STANDARD LEASE FORM FOR THE LEASE OF AIRPORT RESERVE LANDS BETWEEN THE CITY OF KENAI AND STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DIVISION OF FACILITY SERVICES-10 ON LOT 4A, FBO SUBDIVISION NO. 11.

WHEREAS, on March 2, 2022 the Council, through Resolution 2022-10, approved a lease of Airport reserve lands between the City and Division of Forestry using the City's Standard Lease Form; and,

WHEREAS, the lease was signed by the City and a State of Alaska Procurement Specialist and recorded on April 27, 2022; and,

WHEREAS, the City has recently been notified by the State, that the Division of Forestry did not have authority to enter into the lease with the City, and that the State will not sign the City's Standard Lease Form; and,

WHEREAS, it is in the best interest of the City and State to approve certain revisions to the Standard Lease Form and execute a revised lease that does not require the State to indemnify the City, recognizes that the State is self-insured, that its future financial commitments are subject to appropriation and only requires arbitration after mediation.

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

**Section 1.** That a revised lease of Airport Lands is approved and the City Manager is authorized to execute the Attached Lease between the City of Kenai, Lessor, and State of Alaska, Department of Transportation & Public Facilities, Division of Facilities Services-10, Lessee.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6<sup>TH</sup> DAY OF JULY, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**FROM:** Scott Bloom, City Attorney  
**DATE:** June 28, 2022  
**SUBJECT:** **Resolution 2022-56 – Approving Amendments to the Standard Lease Form**

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On March 2, 2022 the Council, through Resolution 2022-10, approved a lease of Airport reserve lands between the City and Division of Forestry using the City’s Standard Lease Form. The leased land is used by the State as an airtanker reload base for wild land fire protection and suppression. After the City and Division of Forestry executed and recorded the lease, the City was contacted by the State and informed that the State’s position is that the person who signed the lease on behalf of the State did not have authority to sign and that there are provisions in the City’s Standard Lease Form that the State cannot agree to. In recognition of the public benefit this lease provides to City Residents and others, I recommend that it is in the City’s best interest to go through the exercise of approving an amended lease form. In the meantime, until a new lease is approved, I expect the State to utilize the Airport property for the intended lease purpose in light of the existing recorded lease.

Outlined below are the changes requested by the State. In light of the public benefit of the lease, the nature of the use, duration of the lease, recognition of the existing fire season we are in and the generally strong financial position of the State, I recommend acceptance of these requested changes in this case.

1. Change of contracting agency from Division of Forestry to Department of Transportation.
2. Removal of indemnification language. The State has taken position that it cannot indemnify other parties. This is the most controversial change to accept, and not necessarily a position I would recommend accepting on other transactions, however for the reasons stated above I recommend acceptance in this particular lease.
3. Recognition that State is self-insured and has provided the City a letter of self-insurance.
4. Recognition that the State’s future payments are subject to future approval of appropriation of funds.
5. Agreement that in case of condemnation, City and State will try and mediate any dispute prior to submitting to binding arbitration.

Your consideration is appreciated.



## KENAI MUNICIPAL AIRPORT LEASE OF AIRPORT RESERVE LANDS

THIS LEASE AGREEMENT entered into this 1<sup>st</sup> day of July, 2022, by and between the CITY OF KENAI, 210 Fidalgo Avenue, Kenai, Alaska 99611-7794, and STATE OF ALASKA ~~DIVISION OF FORESTRY~~DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DIVISION OF FACILITIES SERVICES-10 whose address is 550 W. 7<sup>th</sup> Avenue, Suite 200 Anchorage, Alaska 99501, (“Lessee”).

### DEFINITIONS

For the purposes of this Lease the following terms are defined in KMC 21.10.020 (effective as of the date of execution of the lease) as follows:

1. Airport – the Kenai Municipal Airport, including all the runways, taxiways, aprons, water lanes, water taxiways, and all City-owned real estate located within the boundaries of the Airport Reserve as defined in KMC Chapter 21.05, Airport Administration and Operation.
2. Airport Manager – the official to whom the City Manager of the City has delegated the authority and responsibility of managing and directing the activities of the Airport. “Airport Manager” includes that person’s authorized representative.
3. City – the City of Kenai, its elected officials, officers, employees or agents.
4. City Manager – the official to whom the Kenai City Council has delegated the responsibility of managing and directing all activities of the City.
5. Contamination – the unpermitted presence of any released Hazardous Substance.
6. Environmental Law – any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any governmental entity relating to environmental matters, including littering and dumping.
7. FAA – the abbreviation for the Federal Aviation Administration.
8. Hazardous Substance – any substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.
9. KMC – the abbreviation for the Kenai Municipal Code.
10. Permanent Improvement – a fixed addition or change to land that is not temporary or portable, including a building, building addition, gravel fill, pavement, retaining wall, storage tank, well, and remediation of contamination for what the lessee is not responsible

**ARTICLE I  
PREMISES LEASED**

A. PREMISES: In consideration of Lessee's payment of the rents and performance of all the covenants of this Lease, the City leases to the Lessee, and the Lessee leases from the City, the following described property ("Premises") in the Kenai Recording District, Third Judicial District, State of Alaska and located on the Airport; to wit:

***Lot 4A, FBO Subdivision No.11, according to the official plat thereof, filed under Plat No. 2021-44, Records of the Kenai Recording District, Third Judicial District, State of Alaska.***

B. NO WARRANTY: Except as may be provided in this Lease, the City makes no specific warranties, expressed or implied, concerning the condition of the Premises including, survey, soils, wetlands, access, and suitability or profitability for any use including those authorized by this Lease, its environmental condition, or the presence or absence of Hazardous Substances in, on, and under the surface. The Lessee takes the Premises on an "as is" basis and without warranty, subject to any and all of the covenants, terms, and conditions affecting the City's title to the Premises.

**ARTICLE II  
RIGHTS AND USES**

A. AUTHORIZED USES:

1. USE OF PREMISES: The City authorizes the Lessee to use the Premises for the following purposes only:

***Air Tanker Reload Base***

2. CONTINUOUS OPERATIONS: Unless the City approves otherwise in writing, the Lessee will operate on the Premises on a continuous basis, uninterrupted by any period of closure over 15 consecutive days. The Lessee will give the City written notice before closing the Lessee's business on the Premises for more than 10 consecutive days. The notice must state the reason for the closure and the date on which the Lessee will re-open for business. This provision does not apply to any period during which the Lessee is unable to operate its business as a result of an act or directive of the City, or as a result of a closure of the Airport or loss of the Lessee's buildings on the Premises due to fire or natural disaster.

B. RIGHTS RESERVED TO THE CITY:

1. RIGHT TO GRANT TO OTHERS: The City reserves the right to grant to others any rights and privileges not specifically granted to the Lessee on an exclusive basis. The rights and privileges granted to the Lessee in this Lease are the only rights and privileges granted to the Lessee by this Lease.

2. **EASEMENTS:** The City reserves the right to make grants to third parties or reserve to the City easements or rights of way through, on, or above the Premises. The City will not grant or reserve any easement or right of way that unreasonably interferes with the Lessee's authorized uses of the Premises.
  3. **INGRESS, EGRESS AND INSPECTION:** The City reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all inspections and environmental testing will be coordinated with the Lessee to minimize interference with the Lessee's authorized uses of the Premises.
  4. **RIGHT OF FLIGHT:** There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.
- C. **PROHIBITED USES:** Unless specifically authorized by this Lease or an amendment to this Lease, the following are prohibited:
1. Any use of the Premises other than those authorized in this Lease.
  2. Any use of the Premises that is in violation of a City Ordinance or an Airport regulation.
  3. The outside storage on the Premises of junk, salvage aircraft or vehicle parts, non-operational support equipment, unused or damaged equipment or material, or solid waste or debris unless allowed pursuant to a conditional use permit under KMC 14.20.
  4. The disposal on the Premises or the Airport of waste materials generated by the Lessee, including any Hazardous Substance, slash, overburden, and construction waste.
  5. The stripping, wasting, or removing any material from the Premises without the prior written approval of the City.
  6. Erecting structures or allowing growth of natural objects that would constitute an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.
  7. Any use or activity that is prohibited by applicable law or regulation.

**ARTICLE III  
TERM & HOLDOVER**

A. TERM: The initial term of this Lease is for five (5) years, from the **1st** day of **July, 2022**, to the **30th** day of **June, 2027**.

B. HOLDOVER: If the Lessee holds over and remains in possession of the Premises after the expiration, cancellation or termination of this Lease, the holding over will not operate as an extension of the term of this Lease, but only creates a month-to-month tenancy, regardless of any rent payments accepted by the City. The Lessee's obligations for performance under this Lease will continue during the month-to-month tenancy. The City or Lessee may terminate the Lessee's holdover with ten days' advance written notice.

#### **ARTICLE IV RENTS AND FEES**

A. RENT: The initial rent for the Premises is **\$ 18,250.62** per year, as established by the City pursuant KMC 21.10.090 and as subject to annual adjustment on July 1 of each year under Article V of this Lease, plus applicable sales tax. The rent shall be payable annually in advance of the first day of each year of the term of this Lease. All payments required by this Lease must be made in U.S. dollars. If the annual rent exceeds \$2,400, the Lessee may, upon written notice to the City, choose to pay the rent in equal monthly installments, payable in advance on or before the anniversary date of the term of this Lease and thereafter at monthly intervals. No conversion of the payment schedule from annual to monthly shall result in the City receiving less rent than it would have received had the conversion not taken place.

1. Rent Credit: A rent credit may be applied for a maximum of five years of lease payments as provided in KMC 21.10.100 (as effective at the time this lease is executed). Once the work is completed and value determined, a credit will be applied to the lease payments, prorated as necessary for the successive five years.

B. RENT PRORATED: Rental for any period less than one year shall be prorated on the basis of the rent payable under this Lease in last full year previous to the prorating.

C. ADDITIONAL RENT: In addition to the rent specified in (a) of this Article, Lessee agrees to pay to the appropriate parties all levies, assessments, and charges as follows:

1. Taxes pertaining to the leasehold interest of the Lessee.
2. Sales tax now enforced or levied in the future, computed upon rent payable in monthly installments whether the Lessee pays rent under this Lease on a monthly or annual basis.
3. All taxes and assessments levied in the future by the City, as if Lessee was the legal owner of record of the Premises.

D. PAYMENTS: The Lessee shall make checks, bank drafts, or postal money orders payable to the City of Kenai and deliver payments to City of Kenai, Finance Department, 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611-7794 or any other address the City may designate in writing to the Lessee.

E. **INTEREST:** Beginning the day after payment is due, all unpaid rents, charges, and fees required under this Lease will accrue interest at the rate of eight percent (8.0%) per annum. Interest on disputed amounts will not be charged to the Lessee if the dispute is resolved in the Lessee's favor.

F. **LATE PAYMENT PENALTY:** In addition to any interest payable under Provision (E) of this Article, each time the Lessee fails to pay any rent or fee by the date required in this Lease, the City will charge, and the Lessee shall pay, an administrative penalty of ten percent (10.0%) of the amount due and unpaid.

G. **COURTESY BILLINGS:** Lessee acknowledges that any billing statement issued by the City is provided only as a courtesy. The Lessee is obligated to pay all rents and fees when due, regardless of whether or not the Lessee receives a billing statement from the City.

H. **LIEN AGAINST LESSEE:** Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this Lease will be a lien against the Lessee's property, real or personal.

I. **PAYMENT OF CITY'S COSTS:** The Lessee will pay all reasonable actual expenses, costs, and attorney fees City may incur, with or without formal action, to enforce, defend, or protect this Lease or City's rights under this Lease, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the Lessee, the Lease, the Premises, or improvements or personal property on the Premises. The Lessee will make payment within 30 days of the date of each notice from City of any amounts payable under this provision.

J. **PAYMENT FOR SPECIAL SERVICES:** Lessee agrees to pay the City a reasonable fee for any special services or facilities the City agrees to perform, which the City is not otherwise obligated by this Lease to provide and which the Lessee requests from the City in writing.

## **ARTICLE V ADJUSTMENT OF RENT AND FEES**

A. **RENT OR FEE ADJUSTMENT:** The City shall adjust rent or fees payable by the Lessee under Article IV or other provisions of this lease on July 1 of each year of the lease as proved in KMC 21.10.090 (as effective at the time this lease is executed) and shall make any other adjustments to rent as allowed for in KMC 21.10.090.

No rent or fee change shall be effective until 30 days after the date of the City's written notice to the Lessee. If the Lessee believes that any changed rent exceeds the fair market rent for the Premises, the Lessee may appeal a rent change to the City as provided in KMC 21.10.090.

## **ARTICLE VI ASSIGNMENT & SUBLETTING**

A. **INVALID WITHOUT CITY'S CONSENT:** The Lessee may not assign, sublet, or grant a

security interest in, by grant or implication, the whole or any part of this Lease, the Premises, or any improvement on the Premises without the written consent of the City. Any proposed assignment, sublease, or security interest must be written and must be submitted to the City bearing the original, notarized signature of all parties. The Lessee may submit unsigned draft documents for the City's conceptual review. However, the City's conceptual approval of a draft document may not be construed as the City's consent to any assignment, sublease, or security interest. All provisions in this Lease extend to and bind the assignees and sub-lessees of the Lessee.

B. **NO WAIVER OF CONSENT:** The City's consent to one assignment, sublease, or security interest will not waive the requirement for the Lessee to obtain the City's consent to any other assignment, sublease, or security interest.

C. **ASSIGNEE / LESSEE OBLIGATIONS:** An assignment must include a provision stating that the assignee accepts responsibility for all of the assignor's (Lessee's) obligations under this Lease, including environmental liability and responsibility. However, unless the City specifically releases the Lessee in writing, the City may hold the Lessee responsible for performing any obligation under this lease which an assignee fails to perform.

D. **OCCUPANCY BEFORE CITY CONSENT:** An assignee or sub-lessee may not occupy the Premises before the City consents to the assignment or sublease in writing.

E. **CONFLICT OF PROVISIONS:** In the event of a conflict between this Lease and an assignment or a sublease, the terms of this Lease control.

F. **LESSEE NOT RELIEVED OF OBLIGATIONS:** The City's consent to any sublease does not relieve or otherwise alter the Lessee's obligations under this Lease.

G. **SECURITY ASSIGNMENTS AND FINANCING:**

1. Subject to the requirements of (A) of this Article VI, the Lessee may assign a security interest in this Lease. The security interest may be in the form of a mortgage, deed of trust, assignment or other appropriate instrument, provided
  - a. the security interest pertains only to the Lessee's leasehold interest;
  - b. the security interest does not pertain to or create any interest in City's title to the Premises; and
  - c. the documents providing for the security interest are acceptable to the City.
2. If the assignment of a security interest to which the City has consented shall be held by an established lending or financial institution, including a bank, an established insurance company and qualified pension or profit sharing trust, and the lending institution acquires the Lessee's interest in this Lease as a result of a foreclosure action or other remedy of the secured party, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, the lending institution may transfer its interest in this Lease to a nominee or a wholly owned subsidiary corporation with the prior

written consent of the City, provided, the transferee assumes all of the covenants and conditions required to be performed by the Lessee (including payment of any monies owed by Lessee to the City under the lease). In the event of such a transfer, the lending institution shall be relieved of any further liability under this Lessee.

3. A holder of a security interest in this Lease consented to by the City shall have, and be subrogated to, any and all rights of the Lessee with respect to the curing of any default of this Lease by Lessee.
4. A holder of a security interest consented to by the City that takes possession of this Lease shall not be released from the obligations and liabilities of this Lease unless the holder assigns its leasehold estate to an assignee who is financially capable and otherwise qualified to undertake to perform and observe the conditions of this Lease and the City consents to the assignment. The City's consent will not be unreasonably withheld.

## **ARTICLE VII MAINTENANCE, SNOW REMOVAL & UTILITIES**

### **A. MAINTENANCE:**

1. At no cost to the City, the Lessee will keep the Premises and all improvements on the Premises clean, neat and presentable, as reasonably determined by the City.
2. At no cost to the City, the Lessee will provide for all maintenance and services at the Premises as may be necessary to facilitate the Lessee's compliance with this Lease and the Lessee's use of the Premises.
3. The Lessee shall comply with all regulations or ordinances of the City that are promulgated for the promotion of sanitation. At no cost to the City, the Lessee shall keep the Premises in a clean and sanitary condition, and control activities on the Premises to prevent the pollution of water.
4. The Lessee agrees to comply with all decisions and directions of the City's Airport Manager regarding maintenance and operation of the Airport, and the use of the Airport by the Lessee.

### **B. SNOW REMOVAL:**

1. At no cost to the City, the Lessee is responsible for snow removal on the Premises. The Lessee shall dispose of snow in an off-Premises location approved in writing by the City or provide suitable snow storage within the boundaries of the Premises in accordance with all applicable federal and state laws. At the request of the Airport Manager, the Lessee shall submit a snow removal plan for the Premises to the Manager for review. Upon approval of the Lessee's plan by the Airport Manager, the Lessee shall conduct all snow removal operations on the Premises in accordance with the approved plan.

2. Lessee shall not deposit snow on an apron, taxiway, safety area, or other aircraft-maneuvering surface provided for common use by others without the prior written of the Airport Manager.
3. Lessee agrees to not allow an accumulation of snow on the Premises that would cause interference with adjoining leaseholders or other users of the Airport.

C. **UTILITIES:** Unless specifically provided otherwise in this Lease, the Lessee shall, at no cost to the City, provide for all utilities at the Premises necessary to facilitate the Lessee's use of the Premises.

## **ARTICLE VIII OPERATIONS**

A. **OPERATIONS ON THE AIRPORT:** The Lessee will ensure that the Lessee, its employees, guests, contractors, sub-lessees, and vendors that perform any activity or function authorized under this Lease shall do so in a manner that ensures the safety of people, the protection of public health and the environment, and the safety and integrity of the Airport and the Premises.

B. **LESSEE'S CONTROL AND RESPONSIBILITY:**

1. The Lessee will assume full control and sole responsibility as between Lessee and City for the activities of the Lessee, the Lessee's personnel and employees, and anyone else acting by, on behalf of, or under the authority of the Lessee on the Airport, including the Premises.
2. The Lessee will immediately notify the City of any condition, problem, malfunction or other occurrence that threatens the safety of people or the Airport, harm to public health or the environment, or the safety or integrity of the Premises.

C. **RADIO INTERFERENCE:** The Lessee will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

D. **WILDLIFE:** The Lessee acknowledges that a concentration of birds or other wildlife on an airport constitutes a significant hazard to aircraft operations. The Lessee agrees to keep the Premises clean of fish slime, fish waste, or any other material that might attract birds or other wildlife. The Lessee accepts full responsibility to maintain the Premises, control operations, and take all reasonable measures to prevent a concentration of birds or other wildlife on the Premises.

E. **PARKING:** The Lessee will provide adequate vehicle, equipment, and aircraft parking space on the Premises for Lessee's business or activities, or confine parking to such other places on the Airport as may be approved or designated in writing by the Airport Manager.

## **ARTICLE IX ENVIRONMENTAL PROVISIONS**



A. HAZARDOUS SUBSTANCE:

1. The lessee will conduct its business and/or operation on the Premises in compliance with all environmental laws and permits. If hazardous substances are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state and local laws.
2. Lessee will promptly give the City notice of proceeding to abate or settle matters relating to the presence of a Hazardous Substance on the Premises or from Lessee's operations on the Airport. The Lessee will allow the City to participate in any such proceedings.

~~B. ENVIRONMENTAL INDEMNIFICATION: If Contamination of the Premises or other property by a Hazardous Substance occurs from the Lessee's operations on the Premises the Lessee will indemnify, defend, and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees, which arise during or after the term of this Lease as a result of such Contamination. This indemnification of the City by Lessee includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, monitoring, or restorative work required by any federal, state, or local governmental agency because of a Hazardous Substance being present in the soil or groundwater or under the Premises or other properties affected by the Contamination.~~

CB. REMEDIATION:

1. In the event of a Hazardous Substance spill on the Premises, the Lessee will immediately notify the City and the Alaska Department of Environmental Conservation and act, promptly, at its sole expense, to contain the spill, repair, any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the City and otherwise comply with the applicable portions of any environmental law.
2. In addition to any notices required by this Lease, the Lessee will immediately notify and copy the City in writing of any of the following:

- a. Any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to an Environmental Law.
  - b. Any claim made or threatened by any person against the Lessee or arising from the Lessee’s operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting, from, or claimed to result from any Hazardous Substances in, on, or under the Airport; or
  - c. Any report made by, or on behalf of, the Lessee to any environmental agency arising out of or in connection with any Hazardous Substances in, on, or removed from the Premises, including any complaints, notices, warnings, or asserted violations.
3. Remediation and restoration of the contaminated area must meet all applicable state and federal regulations and must meet the requirements of all governing regulatory authorities.

D. ENVIRONMENTAL AUDIT: The Lessee will provide the City with all investigative data, test results, reports, and any other information gathered or analyzed as part of or in relation to any Environmental Assessment, characterization or audit on the Premises or the Airport that Lessee performs or causes to be performed after the starting date of this Lease. The Lessee will submit the data, result, report or information to the City within 60 days following the date on which it becomes available to the Lessee.

E. RELEASE OF LESSEE: The City releases the Lessee from liability to the City for Contamination and the presence of Hazardous Substances that existed prior to the commencement date of this lease unless caused or materially contributed to by the Lessee.

F. SURVIVAL OF OBLIGATIONS: The obligations and duties of the City and Lessee under Article IX of this lease shall survive the cancellation, termination or expiration of this lease.

**ARTICLE X  
INDEMNIFICATION & INSURANCE**

~~A. INDEMNIFICATION:~~

- ~~1. The Lessee will indemnify, save harmless, and defend the City, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm resulting from or arising out of any acts or commission of or omission by the Lessee, Lessee’s agents, employees, customers, invitees or arising out of the Lessee’s occupation or use of the premises demised or privileges granted, and to pay all costs connected therewith. This indemnification of the City by the Lessee shall include sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from, connected to or on account of this Lease as it relates to the Lessee,~~

~~the Lessee's activities at or relating to the Airport, or any act or omission by the Lessee, or by any of Lessee's officers, employees, agents, contractors or sub-lessees. These indemnity obligations are in addition to, and not limited by, the Lessee's obligation to provide insurance, and shall survive the expiration or earlier termination of this Lease.~~

- ~~2. The Lessee shall give the City prompt notice of any suit, claim, action or other matter affecting the City to which Paragraph 1, above, may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The City shall have the right, at its option, to participate cooperatively in the defense of, and settlement negotiations regarding, any such matter, without relieving the Lessee of any of its obligations under this provision.~~
- ~~3. As to any amount paid to others for personal injury or property damage with respect to which an act or omission of the City is a legal cause, notwithstanding Paragraph 1 of this section, the Lessee and the City shall reimburse each other according to the principles of comparative fault. If liability to a third party is subject to apportionment according to comparative fault under this provision, the Lessee and the City shall seek in good faith to achieve non-judicial agreement as to apportionment of fault as between themselves. This apportionment of liability between the City and the Lessee shall not be construed to affect the rights of any person who is not a party to this Lease.~~

B. INSURANCE: At no expense to the City, the Lessee will obtain and keep in force during the term of this Lease, insurance of the type and limits required by this provision. Where specific limits are set, they will be the minimum acceptable limits. If the Lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits. At the time insurance is obtained by the Lessee, all insurance shall be by a company/corporation rated "A-" or better by A.M. Best. The following policies of insurance are required with the following minimum amounts:

1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of Lessee's fuel handling activities. This policy must name the City as an additional insured.
2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of a Letter of Self-Insurance. ~~n insurance policy or a certificate of insurance, together~~

~~with proof that the premiums have been paid, showing the types and monetary limits of coverage secured.~~ All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.

5. If the Lessee's insurance coverage lapses or is canceled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.
6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's operations, any insurance guidelines adopted by the City, and any applicable law.
7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

## **ARTICLE XI LAWS & TAXES**

A. **COMPLIANCE WITH LAW:** Lessee shall comply with all applicable laws, ordinances, and regulations of public authorities now or hereafter in any manner affecting the Airport, the Premises or the sidewalks, alleys, streets, and ways adjacent to the Premises, or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances, and regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to hold City financially harmless:

1. From the consequences of any violation of such laws, ordinances, and/or regulations; and
2. From all claims for damages on account of injuries, death, or property damage resulting from such violation.

B. **UNLAWFUL ACTIVITY:** The Lessee shall not permit any unlawful use, occupation, business, or trade to be conducted on the Premises contrary to any law, ordinance, or regulation, including zoning ordinances, rules and regulations.

C. **LICENSES AND PERMITS:** The Lessee will obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay other fees and charges assessed under applicable law. Nothing in this Lease prevents the Lessee from challenging any taxes or special assessments to the appropriate authority.

D. **LITIGATION:** The Kenai municipal code, including regulations promulgated thereunder, and the laws of the State of Alaska will govern in any dispute between the Lessee and City. If a dispute continues after exhaustion of administration remedies, any lawsuit must be brought in the

courts of the State of Alaska, in Kenai, Alaska.

E. **LESSEE TO PAY TAXES:** Lessee shall pay all lawful taxes and assessments which, during the term of this Lease may become a lien upon or which may be levied by the State, Borough, City, or any other tax levying body, upon any taxable possessory right which Lessee may have in or to the Premises or improvements on the Premises by reason of its use or occupancy or the terms of this Lease provided, however, that nothing in this provision shall prevent Lessee from contesting any increase in a tax or assessment under any applicable law, ordinance, or regulation.

F. **PARTIAL INVALIDITY:** If any term, provision, condition, or part of this Lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms, provisions, conditions, or parts shall continue in full force and effect as though the declaration had not been made.

## **ARTICLE XII LEASE TERMINATION**

A. **CANCELLATION:** The City may, after 30 days' written notice to the Lessee, cancel this Lease and recover possession of the Premises if any of the following violations occur, unless the violation is cured within the 30 days:

1. The Lessee fails to pay when due the rents, additional rents, charges, or other sums specified in this Lease, including any increases made under this Lease.
2. The Lessee's check for payment of any sum due under this Lease is returned for insufficient funds.
3. The Lessee uses or authorizes the use of the Premises for any purpose not authorized by this Lease.
4. The Lessee fails to fully perform and comply with any provision in this Lease.
5. The Lessee violates a provision of Kenai Municipal Code applicable to this Lessee.
6. The court enters a judgment of insolvency against the Lessee.
7. A trustee or receiver is appointed for the Lessee's assets in a proceeding brought by or against the Lessee, or the Lessee files a voluntary petition in bankruptcy.
8. Failure by the Lessee to comply with any land development or permanent improvement construction required by this Lease.

B. **FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS:** The State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any

penalty or liability to be charged to the State and shall not constitute a breach or an event of default by the State.

C. ENTRY AND RE-ENTRY: In the event that the Lease should be terminated in accordance with this Article XII, or by summary proceedings or otherwise, or upon the Lessee's abandonment of the Premises or a portion of the Premises, the City or its agents, servants, or representatives may, immediately or any time thereafter, re-enter, and resume possession of the Premises or portion thereof, and remove all persons and property therefrom, without being liable for any damages therefore. No re-entry by the City shall be deemed an acceptance of a surrender of the Lease.

CD. CONTINUING OBLIGATIONS UNTIL PREMISES VACATED: The Lessee will continue to pay City rent after the expiration, termination, or cancellation of this lease and to abide by the lease obligations, including providing proof of insurance coverage, through the date Lessee relinquishes possession of and completely vacates the Premises. City will consider the Premises completely vacated if the Lessee has

1. Remediated any environmental contamination for which the Lessee is responsible;
2. Restored the Premises to a neat and clean physical condition acceptable to the City.

DE. REASONABLE CURE:

1. In the case of a violation that cannot be reasonably cured within 30 days, a notice of cancellation issued by the City to the Lessee under this Article is stayed if, within the 30-day notice period, the Lessee begins and continues expeditious action to cure the violation. The City will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.
2. In the case where, in City's sole determination, Lessee's violation is considered an imminent threat to the airport, public health or safety, or the environment, City will direct the Lessee to stop the activity immediately and may reduce the period to cure the violation, or the City may correct the violation pursuant to (E) of this Article.

EE. RIGHT OF CITY TO PERFORM:

1. If, after 30 days following notice the Lessee fails or refuses to perform any action required by this Lease, the City will have the right, but not the obligation, to perform any or all such actions required by this Lease at the sole expense of the Lessee. The City will not take action if the Lessee begins and continues expeditious action to perform any action required by this Lease that cannot be reasonably completed within 30 days. The City will, at its sole discretion, determine what constitutes expeditious action and if an action cannot be reasonably performed in 30 days. The City will submit to the Lessee an invoice for the expenses incurred by the City in the performance by the City of any required action. The Lessee will pay the amount of each invoice within 30 days from issuance.

2. If Lessee fails or refuses to perform any action that has been deemed an imminent threat the City will have the right, but not the obligation, to perform any or all such actions required to expeditiously correct the imminent threat. Lessee shall reimburse the City for any cost, including legal fees and administrative costs reasonably incurred by the City in acting to correct the imminent threat violation.

**FG.** WAIVER: A waiver by the City of any default by the Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If the City waives a default, the City is not required to provide notice to the Lessee to restore or revive any term or condition under this Lease. The waiver by the City of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of the City. The City's failure to insist upon the strict performance by the Lessee of any provision in this Lease is not a waiver or relinquishment for the future, and the provision will continue in full force.

**GH.** AIRPORT CLOSURE:

1. If the City closes the airport to aircraft operations for sixty days or less, this Lease will remain in full force and effect without adjustment
2. If the City closes the Airport to aircraft operations for more than sixty days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty days.
3. If the City permanently closes the Airport to aircraft operations and
  - a. this Lease is for aviation or direct aviation support uses, the Lessee may terminate this agreement by written notice to the City; or
  - b. this Lease is for non-aviation uses, the Lessee may request in writing to have the Lease terminated. The City will consider the Lessee's request in light of the City's best interest and either terminate the Lease, or deny the Lessee's request in writing.

**HI.** DISASTERS: The Lessee or City may cancel this lease upon written notice to the other party if:

1. the Premises becomes unusable through no fault of either party and performance under this lease becomes impossible; or
2. the Airport becomes unusable through no fault of either party and the performance under this lease becomes impossible.

If the Lessee elects in writing that it will continue to operate after notice from City to Lessee that the Airport has become unusable, the Lessee's obligations under the Lease will continue, but City shall be under no obligation to continue to perform.

Causes for termination of the lease under this provision (G) include acts of God, the public enemy, and the United States.

HJ. NATIONAL EMERGENCY: If the federal government declares a national emergency, neither party may hold the other liable for any inability to perform any part of this Lease as a result of the national emergency.

JK. SURRENDER ON TERMINATION: Except as provided otherwise in this Article XII, Lessee shall, on the last day of the term of this Lease (including any extension or renewal thereof) or upon any earlier termination of this Lease, surrender and deliver up the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City.

KL. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS:

1. Ownership of Permanent Improvements: Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee's property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.
2. Disposition of Site Development Materials: The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:
  - a. become a part of the realty and the property of the City of Kenai;
  - b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
  - c. may not be removed by the Lessee without the prior written approval of the Lessor.
3. Disposition of Personal Property and Permanent Improvements Other Than Site Development Materials:
  - a. Unless the Lessor otherwise directs as provided below, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:



- i. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
  - ii. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;
  - iii. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction as provided below, remediate any Contamination for which the Lessee is responsible, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.
- b. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
- i. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;
  - ii. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
  - iii. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible and leave the Premises in a neat and clean physical condition acceptable to the Lessor.

- c. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.
- d. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor.
- e. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
  - i. that the continued presence of the Permanent Improvements on the Premises are not consistent with any written Airport program or plan required for compliance with applicable federal, state, or local law;
  - ii. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the City of Kenai; or
  - iii. that the Permanent Improvements present a hazard to public health or safety.
- f. The departing Lessee to whom the Lessor has issued direction under Paragraph e of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph e of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose of unremoved

Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises.

- g. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the City of Kenai. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal and administrative costs, to demolish, remove, dispose, clear title to, or sell the abandoned property and to remediate and restore the Premises.
- h. After the expiration, termination, or cancellation of the Lease, including any holdover, the departing Lessee loses all right to occupy or use the premises without the express or implied consent of the Lessor. Except as the Lessor notifies the departing Lessee otherwise in writing, the Lessor consents to the departing Lessee's continued use and occupancy of the Premises to diligently accomplish the requirements of this Section. Until the departing Lessee relinquishes possession of and completely vacates the Premises and notifies the Lessor in writing that it has relinquished and vacated the Premises, the departing Lessee shall perform the following as if the lease were still in effect,
  - i. pay rent to the Lessor;
  - ii. maintain the premises;
  - iii. provide the Lessor with evidence of each insurance coverage, if any, required under the Lease; and
  - iv. cease using the premises other than to diligently accomplish the requirements of this Section, and to comply with the other requirements of the Lease.
- i. A departing Lessee will not be considered to have relinquished possession and completely vacated the Premises until
  - i. the departing Lessee has:
    - (a) remediated, consistent with applicable law, any Contamination for which the Lessee is responsible; and
    - (b) restored the Premises to a clean and neat physical condition acceptable to the Lessor; and

- ii. either
  - (a) removed all of the Lessee's Permanent Improvements and personal property from the premises or sold the Permanent Improvements and personal property to a succeeding Lessee under the provisions of this Lease; or
  - (b) transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

### **ARTICLE XIII GENERAL COVENANTS**

A. **USE OF THE AIRPORT:** Except as provided herein, any regular use of Airport lands or facilities without the written consent of the City is prohibited. This prohibition shall not apply to use of areas designated by the City for specified public uses, such as passenger terminals, automobile parking areas, and streets.

B. **COSTS AND EXPENSES:** Costs and expenses incident to this lease, including but not limited to recording costs, shall be paid by Lessee.

C. **CARE OF THE PREMISES:** The Lessee shall keep the Premises clean and in good order at the Lessee's own expense, allowing no damage, waste, nor destruction thereof, nor removing any material therefrom, without written permission of the City. At the expiration of the term fixed, or any earlier termination of the Lease, the Lessee will peaceably and quietly quit and surrender the premises to the City.

D. **CONSTRUCTION APPROVAL AND STANDARDS:** Any building construction on the Premises by the Lessee must be compatible with its surroundings and consistent with the uses authorized under this Lease, as determined by the City. The Lessee must obtain the City's written approval before placing fill material, beginning any land development, or constructing or demolishing any improvements on the Premises, and before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation, together with specifications or any other information the City reasonably requires. Further, the Lessee will submit to City evidence of the Lessee's compliance with Federal Aviation Administration regulation 14 CFR Part 77.

E. **LEASE SUBORDINATE TO AIRPORT FINANCING REQUIREMENTS:** Lessee agrees that City may modify this Lease to meet revised requirements for Federal or State grants, or to conform to the requirements of any revenue bond covenant. However, the modification shall not act to reduce the rights or privileges granted the Lessee by this Lease, nor act to cause the Lessee financial loss.

F. **RIGHT TO ENJOYMENT AND PEACEABLE POSSESSION:** City hereby agrees and covenants that the Lessee, upon paying rent and performing other covenants, terms, and conditions of this Lease, shall have the right to quietly and peacefully hold, use, occupy, and enjoy

the Premises, except that the following shall not construed as a denial of the right of quiet or peaceable possession:

1. Any inconvenience caused by public works projects in or about the Premises; and
2. Any other entries by the City on the Premises reserved or authorized under other provisions of this Lease.

G. **NO PARTNERSHIP OR JOINT VENTURE CREATED:** It is expressly understood that the City shall not be construed or held to be a partner or joint venture of Lessee in the conduct of the Lessee's activities or business on the Premises. The relationship between the City and the Lessee is, and shall at all times remain, strictly that of landlord and tenant, respectively.

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

I. **AFFIRMATIVE ACTION:** If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to insure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its sub-organization(s) provide assurance to the City to the same effect that they will also undertake affirmative action programs and require assurances from their sub-organization(s) as required by 14 CFR, Part 152, subpart E.

Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

J. **INTEGRATION, MERGER, AND MODIFICATION:** This Lease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Lease is effective unless in writing and signed on behalf of the City and the Lessee.

K. **RIGHT TO ADOPT RULES:** City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Airport, including the Premises. The City shall not be liable to Lessee for any diminution or deprivation of possession, or of Lessee's rights under this Lease, on account of the exercise of the City's authority reserved under this provision. Furthermore, the Lessee shall not be entitled to terminate the whole or any portion of the leasehold estate created under this Lease, by reason of the exercise of the City's authority reserved under this provision, unless the exercise thereof so interferes with Lessee's use and occupancy of the Premises as to constitute a termination, in whole or in part, of this Lease by operation of law under the laws of the State of Alaska and of the United States made applicable to the states.

L. **LESSEE'S OBLIGATION TO PREVENT AND REMOVE LIENS:** Lessee will not permit any liens including, but not limited to, mechanics', laborers', or materialmen's liens obtainable or available under the then existing laws, to stand against the Premises or improvements on the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to the Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises or improvements by or at the direction or sufferance of Lessee. Provided, however, the Lessee shall have the right to provide a bond as contemplated by Alaska law and contest the validity or amount of any such lien or claimed lien. Upon a final determination of the lien or claim for lien, the Lessee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense.

M. **CONDEMNATION:** In the event the Premises or any part thereof shall be condemned and taken for a public or a quasi-public use, then upon payment of any award or compensation arising from the condemnation or taking, the City and the Lessee shall make a good faith effort to agree upon

1. the division of the proceeds;
2. the abatement in rent payable during the term or any extension of the term of this Lease; and
3. other adjustments as the parties may agree upon as being just and equitable under all the circumstances.

If, within thirty days after the award has been paid into Court, the City and Lessee are unable to agree upon what division, abatement in rent, and other adjustments as are just and equitable, the parties shall undergo mediation chosen by mutual agreement of the parties. If disputes are not resolved through mediation, then the parties may submit to binding arbitration.

N. **SUCCESSORS IN INTEREST:** This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, subject to such specific limitations on assignment as are provided for in this Lease.

O. **NOTICES:**

1. Any notices required by this Lease must be in writing and must be delivered personally or mailed by certified or registered mail in a prepaid envelope. A mailed notice
  - a. must be addressed to the respective party at the address written on the first page of this Lease or to the latest address designated in accordance with (2) of this Provision (O); and
  - b. shall be deemed delivered on the date it is deposited in a U.S. general or branch post office.

2. The City or the Lessee may, from time to time, designate a new address at which they will receive notices by providing the other party with written notice at least 15 days prior to the effective date of the change. An address change notice must be delivered according to the procedure set out in (1) of this Provision (O).
- P. **RETENTION OF RENTAL:** In the event the City terminates this Lease because of any breach by the Lessee, the City shall retain any unused balance of the rental payment last made by the Lessee City as partial or total liquidated damages for the breach.
- Q. **FIRE PROTECTION:** The Lessee will take all reasonable precautions to prevent, and take all necessary action to suppress destructive or uncontrolled fires and comply with all laws, regulations, and rules promulgated and enforced by the City for fire protection on the Airport.
- R. **PERSONAL USE OF MATERIALS:** No interest in coal, oil, gas or any other mineral, or in any deposit of stone or gravel valuable for extraction or utilization is included in the Premises or in the rights granted by this lease. The Lessee shall not sell or remove from the Premises for use elsewhere any timber, stone, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes.
- S. **APPROVAL OF OTHER AUTHORITIES:** The granting of this lease by the City does not relieve the Lessee of the responsibility to obtain any license or permit as may be required by federal, state, or local law.
- T. **EXECUTION BY THE PARTIES:** This Lease is of no effect unless signed by the Lessee, or a duly authorized representative of Lessee, and an authorized representative of the City.
- U. **CAPTIONS:** The captions of the provisions of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.
- V. **RIGHTS OF CONSTRUCTION:** This Lease is intended to make public property available for private use, while at all times protecting the public interest to the greatest extent possible. Following the rule that transfers of interest in public property are to be strictly construed in favor of the public property landlord, all rights granted to the Lessee under this Lease will be strictly construed, and all rights of the City and the protections of the public interest will be liberally construed.
- W. **LESSEE ACKNOWLEDGEMENT:** The Lessee acknowledges that the Lessee has read this Lease and fully understands its terms, that the Lessee has been fully advised or has had the opportunity of advice by separate legal counsel, and voluntarily executes this Lease. Lessee also acknowledges and agrees that the rule of interpretation under which a document is construed against the drafter will not apply to this Lease.
- X. **APPROVAL BY LESSOR:** Any approval required of the Lessor by this Lease will not be unreasonably withheld. The Lessor's approval does not waive the Lessee's legal responsibility or liability to comply with all applicable federal and state laws and regulations.

**ARTICLE XIV  
SURVEY, IMPROVEMENTS AND PERFORMANCE BOND**

A. **SURVEY:** The Lessee is solely responsible, at its sole expense, to confirm or establish the physical location of the boundaries of the Premises prior to beginning any construction thereon, including clearing grubbing, back-filling and environmental sampling. Any survey of the Premises shall be performed by a Land Surveyor registered in the State of Alaska. The Lessee shall furnish the City with a copy of the plat of any survey performed on the Premises by, or on behalf of, the Lessee.

B. **IMPROVEMENTS:**

1. **REQUIRED IMPROVEMENTS:** At no cost to the City, Lessee agrees to complete land development and construction of Permanent Improvements including electrical service improvements and a concrete containment barrier, by no later than June 30, 2024, with an aggregate cost of at least \$ 10,000.00, excluding financing costs. In addition to the as-built drawings required by this Lease, the Lessee must submit to the City written evidence that the Lessee has completed the land development and constructed improvements on the Premises with an aggregate cost or investment of not less than \$ 10,000.00.

Lot developments will prevent unauthorized access to the airfield;

Structures will be built behind the 100 foot building restriction line;

State of Alaska, Division of Forestry is responsible for all snow removal, and snow may not touch the perimeter security fence or be piled to a height that would allow access to the airport.

The evidence of cost must be submitted to the City within sixty days of the completion of the development and improvements, but by no later than August 29, 2024.

- a. Costs considered toward the aggregate cost of permanent improvements include building construction, design, labor, materials, materials shipping, permits, equipment, soil testing, environmental baseline report, and environmental assessment directly related to the construction; premises and as-built surveys; site preparation, including excavation, geotextile fabric, filling, grading, fill material, gravel, and pavement, remediation of environmental contamination (unless Lessee caused or Materially Contributed To the Contamination); and utility connection costs.
  - b. The cost of Permanent Improvements excludes:
    1. work performed by the City and not reimbursed by the Lessee; and
    2. work performed by the Lessee and reimbursed by the City.
2. **FAILURE TO COMPLETE IMPROVEMENTS:** If the Lessee fails to complete the required construction within the time allowed under (b)(1) of this Article, including any extensions granted, the City will execute against and the Lessee will forfeit, any bond or other guarantee given by the Lessee and, as applicable, City will:



- a. initiate cancellation of the lease; or
  - b. reduce the term of the lease to a period that is consistent with the portion of the required construction timely completed.
3. APPEARANCE: When completed, all improvements on the Premises must be neat, presentable, and compatible with the authorized use of the Premises under this Lease, as determined by the City.
4. CITY APPROVAL REQUIRED: The Lessee must first obtain the City's written approval before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation. Further, the Lessee will submit to City evidence of the Lessee's compliance with the FAA regulation 14 CFR Part 77.
5. CITY APPROVAL WITHHELD: The City's approval of any construction, alteration, modification, or renovation will not be withheld unless
  - a. the Lessee fails to demonstrate adequate financial resources to complete the project;
  - b. the project plans, specifications, and agency approvals are incomplete;
  - c. the proposed project would result in a violation of an applicable ordinance, regulation, or law;
  - d. the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the airport;
  - e. the proposed project is inconsistent with the Airport Master Plan;
  - f. the proposed project is inconsistent with the terms of the lease, zoning ordinances, or the City's Comprehensive Plan;
  - g. the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or
  - h. the proposed project does not conform to generally recognized engineering principles or applicable fire or building codes.
6. DEMOLITION: Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to City a written scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. City will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.

7. **BUILDING SETBACK:** No building or other permanent structure may be constructed or placed within twenty feet of any lot of the Premises without City's prior written approval. In addition, no building or other permanent structure may be constructed or placed within twenty feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.
8. **AS-BUILT DRAWINGS:** Within sixty days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the City a copy of an as-built drawing, acceptable to the City, showing the location and dimensions of the improvements, giving distances to all Premises' boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to approval of the City.
9. **AIRPORT SECURITY FENCING:** If any construction by the Lessee requires a realignment or alteration of an existing security fence on the Premises or boundary of the Premises, the Lessee agrees to realign or alter the fence in a manner approved in writing by the Airport Manager. Anytime the fence must be breached to allow the Lessee to complete improvement construction or fence modifications, the Lessee shall, at the Lessee's sole expense place temporary barriers to maintain the security of the Airport, as determined by the Airport Manager. If damage occurs to a security fence on the Premises or boundary of the Premises in connection with the Lessee's use or occupation of the Premises, the Lessee shall promptly repair the fence to the satisfaction of the Airport Manager.
10. **DAMAGE TO IMPROVEMENTS:** If Lessee's improvements on the Premises are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two years following the damage or destruction. If the Lessee fails to timely rebuild or restore the improvements, the City may, at its sole discretion, either reduce the term of this Lease commensurate with the estimated value of the Lessee's remaining, fully functional improvements on the Premises, or cancel this Lease.
11. **DAMAGE NEAR EXPIRATION:** If Lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five years of the expiration of the term of this Lease, Lessee may remove the damaged improvements, restore the Premises and terminate this Lease.

C. **PERFORMANCE BOND (Optional):** Prior to beginning the construction of permanent improvements required under (1) of this Article, the Lessee shall submit to the City a performance bond, deposit, or other security in the amount of \$ **performance bond not applicable**. The form of the bond or other security shall be subject to the City's approval.

D. **SURRENDER ON TERMINATION:** Lessee shall, on the last day of the term of this Lease or upon any earlier termination of this Lease, surrender and deliver upon the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to

City. Upon the end of the term of this Lease, including any extension or renewal, or any earlier termination thereof, title to the buildings, improvements and building equipment shall automatically vest in City without requirement of any deed, conveyance, or bill of sale thereon. However, if City should require any such document in confirmation hereof, Lessee shall execute, acknowledge, and deliver the same and shall pay any charge, tax, and fee asserted or imposed by any and all governmental unites in connection herewith.

E. NOTICE OF CONSTRUCTION: The Lessee agrees to notify the City in writing three days prior to commencing any construction project valued in excess of \$1,000.00 on the Premises. The Lessee agrees to assist in the posting of a notice of non-responsibility and maintenance of the notice on the Premises during construction. Lessee agrees that in the event the Lessee fails to notify the City as required by this Provision (f), the Lessee shall indemnify the City against any materialmen's liens as defined in AS 34.35.050 which arise as a result of construction on the premises.



ATTEST:

\_\_\_\_\_  
Michelle Saner, City Clerk

SEAL:

After Recording, Return to:  
City of Kenai  
210 Fidalgo Avenue  
Kenai, AK 99611

Approved as to Lease Form

\_\_\_\_\_  
Scott Bloom, City Attorney

## KENAI MUNICIPAL AIRPORT LEASE OF AIRPORT RESERVE LANDS

THIS LEASE AGREEMENT entered into this 1<sup>st</sup> day of July, 2022, by and between the CITY OF KENAI, 210 Fidalgo Avenue, Kenai, Alaska 99611-7794, and STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, DIVISION OF FACILITIES SERVICES-10 whose address is 550 W. 7<sup>th</sup> Avenue, Suite 200 Anchorage, Alaska 99501, (“Lessee”).

### DEFINITIONS

For the purposes of this Lease the following terms are defined in KMC 21.10.020 (effective as of the date of execution of the lease) as follows:

1. Airport – the Kenai Municipal Airport, including all the runways, taxiways, aprons, water lanes, water taxiways, and all City-owned real estate located within the boundaries of the Airport Reserve as defined in KMC Chapter 21.05, Airport Administration and Operation.
2. Airport Manager – the official to whom the City Manager of the City has delegated the authority and responsibility of managing and directing the activities of the Airport. “Airport Manager” includes that person’s authorized representative.
3. City – the City of Kenai, its elected officials, officers, employees or agents.
4. City Manager – the official to whom the Kenai City Council has delegated the responsibility of managing and directing all activities of the City.
5. Contamination – the unpermitted presence of any released Hazardous Substance.
6. Environmental Law – any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any governmental entity relating to environmental matters, including littering and dumping.
7. FAA – the abbreviation for the Federal Aviation Administration.
8. Hazardous Substance – any substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.
9. KMC – the abbreviation for the Kenai Municipal Code.
10. Permanent Improvement – a fixed addition or change to land that is not temporary or portable, including a building, building addition, gravel fill, pavement, retaining wall, storage tank, well, and remediation of contamination for what the lessee is not responsible

**ARTICLE I  
PREMISES LEASED**

A. PREMISES: In consideration of Lessee's payment of the rents and performance of all the covenants of this Lease, the City leases to the Lessee, and the Lessee leases from the City, the following described property ("Premises") in the Kenai Recording District, Third Judicial District, State of Alaska and located on the Airport; to wit:

***Lot 4A, FBO Subdivision No.11, according to the official plat thereof, filed under Plat No. 2021-44, Records of the Kenai Recording District, Third Judicial District, State of Alaska.***

B. NO WARRANTY: Except as may be provided in this Lease, the City makes no specific warranties, expressed or implied, concerning the condition of the Premises including, survey, soils, wetlands, access, and suitability or profitability for any use including those authorized by this Lease, its environmental condition, or the presence or absence of Hazardous Substances in, on, and under the surface. The Lessee takes the Premises on an "as is" basis and without warranty, subject to any and all of the covenants, terms, and conditions affecting the City's title to the Premises.

**ARTICLE II  
RIGHTS AND USES**

A. AUTHORIZED USES:

1. USE OF PREMISES: The City authorizes the Lessee to use the Premises for the following purposes only:

***Air Tanker Reload Base***

2. CONTINUOUS OPERATIONS: Unless the City approves otherwise in writing, the Lessee will operate on the Premises on a continuous basis, uninterrupted by any period of closure over 15 consecutive days. The Lessee will give the City written notice before closing the Lessee's business on the Premises for more than 10 consecutive days. The notice must state the reason for the closure and the date on which the Lessee will re-open for business. This provision does not apply to any period during which the Lessee is unable to operate its business as a result of an act or directive of the City, or as a result of a closure of the Airport or loss of the Lessee's buildings on the Premises due to fire or natural disaster.

B. RIGHTS RESERVED TO THE CITY:

1. RIGHT TO GRANT TO OTHERS: The City reserves the right to grant to others any rights and privileges not specifically granted to the Lessee on an exclusive basis. The rights and privileges granted to the Lessee in this Lease are the only rights and privileges granted to the Lessee by this Lease.

2. **EASEMENTS:** The City reserves the right to make grants to third parties or reserve to the City easements or rights of way through, on, or above the Premises. The City will not grant or reserve any easement or right of way that unreasonably interferes with the Lessee's authorized uses of the Premises.
  3. **INGRESS, EGRESS AND INSPECTION:** The City reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all inspections and environmental testing will be coordinated with the Lessee to minimize interference with the Lessee's authorized uses of the Premises.
  4. **RIGHT OF FLIGHT:** There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.
- C. **PROHIBITED USES:** Unless specifically authorized by this Lease or an amendment to this Lease, the following are prohibited:
1. Any use of the Premises other than those authorized in this Lease.
  2. Any use of the Premises that is in violation of a City Ordinance or an Airport regulation.
  3. The outside storage on the Premises of junk, salvage aircraft or vehicle parts, non-operational support equipment, unused or damaged equipment or material, or solid waste or debris unless allowed pursuant to a conditional use permit under KMC 14.20.
  4. The disposal on the Premises or the Airport of waste materials generated by the Lessee, including any Hazardous Substance, slash, overburden, and construction waste.
  5. The stripping, wasting, or removing any material from the Premises without the prior written approval of the City.
  6. Erecting structures or allowing growth of natural objects that would constitute an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.
  7. Any use or activity that is prohibited by applicable law or regulation.

**ARTICLE III  
TERM & HOLDOVER**



A. TERM: The initial term of this Lease is for five (5) years, from the **1st** day of **July, 2022**, to the **30th** day of **June, 2027**.

B. HOLDOVER: If the Lessee holds over and remains in possession of the Premises after the expiration, cancellation or termination of this Lease, the holding over will not operate as an extension of the term of this Lease, but only creates a month-to-month tenancy, regardless of any rent payments accepted by the City. The Lessee's obligations for performance under this Lease will continue during the month-to-month tenancy. The City or Lessee may terminate the Lessee's holdover with ten days' advance written notice.

#### **ARTICLE IV RENTS AND FEES**

A. RENT: The initial rent for the Premises is **\$ 18,250.62** per year, as established by the City pursuant KMC 21.10.090 and as subject to annual adjustment on July 1 of each year under Article V of this Lease, plus applicable sales tax. The rent shall be payable annually in advance of the first day of each year of the term of this Lease. All payments required by this Lease must be made in U.S. dollars. If the annual rent exceeds \$2,400, the Lessee may, upon written notice to the City, choose to pay the rent in equal monthly installments, payable in advance on or before the anniversary date of the term of this Lease and thereafter at monthly intervals. No conversion of the payment schedule from annual to monthly shall result in the City receiving less rent than it would have received had the conversion not taken place.

1. Rent Credit: A rent credit may be applied for a maximum of five years of lease payments as provided in KMC 21.10.100 (as effective at the time this lease is executed). Once the work is completed and value determined, a credit will be applied to the lease payments, prorated as necessary for the successive five years.

B. RENT PRORATED: Rental for any period less than one year shall be prorated on the basis of the rent payable under this Lease in last full year previous to the prorating.

C. ADDITIONAL RENT: In addition to the rent specified in (a) of this Article, Lessee agrees to pay to the appropriate parties all levies, assessments, and charges as follows:

1. Taxes pertaining to the leasehold interest of the Lessee.
2. Sales tax now enforced or levied in the future, computed upon rent payable in monthly installments whether the Lessee pays rent under this Lease on a monthly or annual basis.
3. All taxes and assessments levied in the future by the City, as if Lessee was the legal owner of record of the Premises.

D. PAYMENTS: The Lessee shall make checks, bank drafts, or postal money orders payable to the City of Kenai and deliver payments to City of Kenai, Finance Department, 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611-7794 or any other address the City may designate in writing to the Lessee.

E. **INTEREST:** Beginning the day after payment is due, all unpaid rents, charges, and fees required under this Lease will accrue interest at the rate of eight percent (8.0%) per annum. Interest on disputed amounts will not be charged to the Lessee if the dispute is resolved in the Lessee's favor.

F. **LATE PAYMENT PENALTY:** In addition to any interest payable under Provision (E) of this Article, each time the Lessee fails to pay any rent or fee by the date required in this Lease, the City will charge, and the Lessee shall pay, an administrative penalty of ten percent (10.0%) of the amount due and unpaid.

G. **COURTESY BILLINGS:** Lessee acknowledges that any billing statement issued by the City is provided only as a courtesy. The Lessee is obligated to pay all rents and fees when due, regardless of whether or not the Lessee receives a billing statement from the City.

H. **LIEN AGAINST LESSEE:** Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this Lease will be a lien against the Lessee's property, real or personal.

I. **PAYMENT OF CITY'S COSTS:** The Lessee will pay all reasonable actual expenses, costs, and attorney fees City may incur, with or without formal action, to enforce, defend, or protect this Lease or City's rights under this Lease, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the Lessee, the Lease, the Premises, or improvements or personal property on the Premises. The Lessee will make payment within 30 days of the date of each notice from City of any amounts payable under this provision.

J. **PAYMENT FOR SPECIAL SERVICES:** Lessee agrees to pay the City a reasonable fee for any special services or facilities the City agrees to perform, which the City is not otherwise obligated by this Lease to provide and which the Lessee requests from the City in writing.

## **ARTICLE V ADJUSTMENT OF RENT AND FEES**

A. **RENT OR FEE ADJUSTMENT:** The City shall adjust rent or fees payable by the Lessee under Article IV or other provisions of this lease on July 1 of each year of the lease as proved in KMC 21.10.090 (as effective at the time this lease is executed) and shall make any other adjustments to rent as allowed for in KMC 21.10.090.

No rent or fee change shall be effective until 30 days after the date of the City's written notice to the Lessee. If the Lessee believes that any changed rent exceeds the fair market rent for the Premises, the Lessee may appeal a rent change to the City as provided in KMC 21.10.090.

## **ARTICLE VI ASSIGNMENT & SUBLETTING**

A. **INVALID WITHOUT CITY'S CONSENT:** The Lessee may not assign, sublet, or grant a

security interest in, by grant or implication, the whole or any part of this Lease, the Premises, or any improvement on the Premises without the written consent of the City. Any proposed assignment, sublease, or security interest must be written and must be submitted to the City bearing the original, notarized signature of all parties. The Lessee may submit unsigned draft documents for the City's conceptual review. However, the City's conceptual approval of a draft document may not be construed as the City's consent to any assignment, sublease, or security interest. All provisions in this Lease extend to and bind the assignees and sub-lessees of the Lessee.

B. **NO WAIVER OF CONSENT:** The City's consent to one assignment, sublease, or security interest will not waive the requirement for the Lessee to obtain the City's consent to any other assignment, sublease, or security interest.

C. **ASSIGNEE / LESSEE OBLIGATIONS:** An assignment must include a provision stating that the assignee accepts responsibility for all of the assignor's (Lessee's) obligations under this Lease, including environmental liability and responsibility. However, unless the City specifically releases the Lessee in writing, the City may hold the Lessee responsible for performing any obligation under this lease which an assignee fails to perform.

D. **OCCUPANCY BEFORE CITY CONSENT:** An assignee or sub-lessee may not occupy the Premises before the City consents to the assignment or sublease in writing.

E. **CONFLICT OF PROVISIONS:** In the event of a conflict between this Lease and an assignment or a sublease, the terms of this Lease control.

F. **LESSEE NOT RELIEVED OF OBLIGATIONS:** The City's consent to any sublease does not relieve or otherwise alter the Lessee's obligations under this Lease.

G. **SECURITY ASSIGNMENTS AND FINANCING:**

1. Subject to the requirements of (A) of this Article VI, the Lessee may assign a security interest in this Lease. The security interest may be in the form of a mortgage, deed of trust, assignment or other appropriate instrument, provided
  - a. the security interest pertains only to the Lessee's leasehold interest;
  - b. the security interest does not pertain to or create any interest in City's title to the Premises; and
  - c. the documents providing for the security interest are acceptable to the City.
2. If the assignment of a security interest to which the City has consented shall be held by an established lending or financial institution, including a bank, an established insurance company and qualified pension or profit sharing trust, and the lending institution acquires the Lessee's interest in this Lease as a result of a foreclosure action or other remedy of the secured party, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, the lending institution may transfer its interest in this Lease to a nominee or a wholly owned subsidiary corporation with the prior

written consent of the City, provided, the transferee assumes all of the covenants and conditions required to be performed by the Lessee (including payment of any monies owed by Lessee to the City under the lease). In the event of such a transfer, the lending institution shall be relieved of any further liability under this Lessee.

3. A holder of a security interest in this Lease consented to by the City shall have, and be subrogated to, any and all rights of the Lessee with respect to the curing of any default of this Lease by Lessee.
4. A holder of a security interest consented to by the City that takes possession of this Lease shall not be released from the obligations and liabilities of this Lease unless the holder assigns its leasehold estate to an assignee who is financially capable and otherwise qualified to undertake to perform and observe the conditions of this Lease and the City consents to the assignment. The City's consent will not be unreasonably withheld.

## **ARTICLE VII MAINTENANCE, SNOW REMOVAL & UTILITIES**

### **A. MAINTENANCE:**

1. At no cost to the City, the Lessee will keep the Premises and all improvements on the Premises clean, neat and presentable, as reasonably determined by the City.
2. At no cost to the City, the Lessee will provide for all maintenance and services at the Premises as may be necessary to facilitate the Lessee's compliance with this Lease and the Lessee's use of the Premises.
3. The Lessee shall comply with all regulations or ordinances of the City that are promulgated for the promotion of sanitation. At no cost to the City, the Lessee shall keep the Premises in a clean and sanitary condition, and control activities on the Premises to prevent the pollution of water.
4. The Lessee agrees to comply with all decisions and directions of the City's Airport Manager regarding maintenance and operation of the Airport, and the use of the Airport by the Lessee.

### **B. SNOW REMOVAL:**

1. At no cost to the City, the Lessee is responsible for snow removal on the Premises. The Lessee shall dispose of snow in an off-Premises location approved in writing by the City or provide suitable snow storage within the boundaries of the Premises in accordance with all applicable federal and state laws. At the request of the Airport Manager, the Lessee shall submit a snow removal plan for the Premises to the Manager for review. Upon approval of the Lessee's plan by the Airport Manager, the Lessee shall conduct all snow removal operations on the Premises in accordance with the approved plan.

2. Lessee shall not deposit snow on an apron, taxiway, safety area, or other aircraft-maneuvering surface provided for common use by others without the prior written of the Airport Manager.
3. Lessee agrees to not allow an accumulation of snow on the Premises that would cause interference with adjoining leaseholders or other users of the Airport.

C. **UTILITIES:** Unless specifically provided otherwise in this Lease, the Lessee shall, at no cost to the City, provide for all utilities at the Premises necessary to facilitate the Lessee's use of the Premises.

## **ARTICLE VIII OPERATIONS**

A. **OPERATIONS ON THE AIRPORT:** The Lessee will ensure that the Lessee, its employees, guests, contractors, sub-lessees, and vendors that perform any activity or function authorized under this Lease shall do so in a manner that ensures the safety of people, the protection of public health and the environment, and the safety and integrity of the Airport and the Premises.

B. **LESSEE'S CONTROL AND RESPONSIBILITY:**

1. The Lessee will assume full control and sole responsibility as between Lessee and City for the activities of the Lessee, the Lessee's personnel and employees, and anyone else acting by, on behalf of, or under the authority of the Lessee on the Airport, including the Premises.
2. The Lessee will immediately notify the City of any condition, problem, malfunction or other occurrence that threatens the safety of people or the Airport, harm to public health or the environment, or the safety or integrity of the Premises.

C. **RADIO INTERFERENCE:** The Lessee will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

D. **WILDLIFE:** The Lessee acknowledges that a concentration of birds or other wildlife on an airport constitutes a significant hazard to aircraft operations. The Lessee agrees to keep the Premises clean of fish slime, fish waste, or any other material that might attract birds or other wildlife. The Lessee accepts full responsibility to maintain the Premises, control operations, and take all reasonable measures to prevent a concentration of birds or other wildlife on the Premises.

E. **PARKING:** The Lessee will provide adequate vehicle, equipment, and aircraft parking space on the Premises for Lessee's business or activities, or confine parking to such other places on the Airport as may be approved or designated in writing by the Airport Manager.

## **ARTICLE IX ENVIRONMENTAL PROVISIONS**

A. HAZARDOUS SUBSTANCE:

1. The lessee will conduct its business and/or operation on the Premises in compliance with all environmental laws and permits. If hazardous substances are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state and local laws.
2. Lessee will promptly give the City notice of proceeding to abate or settle matters relating to the presence of a Hazardous Substance on the Premises or from Lessee's operations on the Airport. The Lessee will allow the City to participate in any such proceedings.

B. REMEDIATION:

1. In the event of a Hazardous Substance spill on the Premises, the Lessee will immediately notify the City and the Alaska Department of Environmental Conservation and act, promptly, at its sole expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the City and otherwise comply with the applicable portions of any environmental law.
2. In addition to any notices required by this Lease, the Lessee will immediately notify and copy the City in writing of any of the following:
  - a. Any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to an Environmental Law.
  - b. Any claim made or threatened by any person against the Lessee or arising from the Lessee's operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting from, or claimed to result from any Hazardous Substances in, on, or under the Airport; or
  - c. Any report made by, or on behalf of, the Lessee to any environmental agency arising out of or in connection with any Hazardous Substances in, on, or removed from the Premises, including any complaints, notices, warnings, or asserted violations.
3. Remediation and restoration of the contaminated area must meet all applicable state and federal regulations and must meet the requirements of all governing regulatory authorities.

D. ENVIRONMENTAL AUDIT: The Lessee will provide the City with all investigative data, test results, reports, and any other information gathered or analyzed as part of or in relation to any Environmental Assessment, characterization or audit on the Premises or the Airport that Lessee performs or causes to be performed after the starting date of this Lease. The Lessee will submit the data, result, report or information to the City within 60 days following the date on which

it becomes available to the Lessee.

E. **RELEASE OF LESSEE:** The City releases the Lessee from liability to the City for Contamination and the presence of Hazardous Substances that existed prior to the commencement date of this lease unless caused or materially contributed to by the Lessee.

F. **SURVIVAL OF OBLIGATIONS:** The obligations and duties of the City and Lessee under Article IX of this lease shall survive the cancellation, termination or expiration of this lease.

## **ARTICLE X INSURANCE**

B. **INSURANCE:** At no expense to the City, the Lessee will obtain and keep in force during the term of this Lease, insurance of the type and limits required by this provision. Where specific limits are set, they will be the minimum acceptable limits. If the Lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits. At the time insurance is obtained by the Lessee, all insurance shall be by a company/corporation rated "A-" or better by A.M. Best. The following policies of insurance are required with the following minimum amounts:

1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of Lessee's fuel handling activities. This policy must name the City as an additional insured.
2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of a Letter of Self-Insurance.. All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.
5. If the Lessee's insurance coverage lapses or is canceled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.
6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance

requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's operations, any insurance guidelines adopted by the City, and any applicable law.

7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

## **ARTICLE XI LAWS & TAXES**

A. **COMPLIANCE WITH LAW:** Lessee shall comply with all applicable laws, ordinances, and regulations of public authorities now or hereafter in any manner affecting the Airport, the Premises or the sidewalks, alleys, streets, and ways adjacent to the Premises, or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances, and regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to hold City financially harmless:

1. From the consequences of any violation of such laws, ordinances, and/or regulations; and
2. From all claims for damages on account of injuries, death, or property damage resulting from such violation.

B. **UNLAWFUL ACTIVITY:** The Lessee shall not permit any unlawful use, occupation, business, or trade to be conducted on the Premises contrary to any law, ordinance, or regulation, including zoning ordinances, rules and regulations.

C. **LICENSES AND PERMITS:** The Lessee will obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay other fees and charges assessed under applicable law. Nothing in this Lease prevents the Lessee from challenging any taxes or special assessments to the appropriate authority.

D. **LITIGATION:** The Kenai municipal code, including regulations promulgated thereunder, and the laws of the State of Alaska will govern in any dispute between the Lessee and City. If a dispute continues after exhaustion of administration remedies, any lawsuit must be brought in the courts of the State of Alaska, in Kenai, Alaska.

E. **LESSEE TO PAY TAXES:** Lessee shall pay all lawful taxes and assessments which, during the term of this Lease may become a lien upon or which may be levied by the State, Borough, City, or any other tax levying body, upon any taxable possessory right which Lessee may have in or to the Premises or improvements on the Premises by reason of its use or occupancy or the terms of this Lease provided, however, that nothing in this provision shall prevent Lessee from contesting any increase in a tax or assessment under any applicable law, ordinance, or regulation.

F. **PARTIAL INVALIDITY:** If any term, provision, condition, or part of this Lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms,



provisions, conditions, or parts shall continue in full force and effect as though the declaration had not been made.

## **ARTICLE XII LEASE TERMINATION**

A. **CANCELLATION:** The City may, after 30 days' written notice to the Lessee, cancel this Lease and recover possession of the Premises if any of the following violations occur, unless the violation is cured within the 30 days:

1. The Lessee fails to pay when due the rents, additional rents, charges, or other sums specified in this Lease, including any increases made under this Lease.
2. The Lessee's check for payment of any sum due under this Lease is returned for insufficient funds.
3. The Lessee uses or authorizes the use of the Premises for any purpose not authorized by this Lease.
4. The Lessee fails to fully perform and comply with any provision in this Lease.
5. The Lessee violates a provision of Kenai Municipal Code applicable to this Lessee.
6. The court enters a judgment of insolvency against the Lessee.
7. A trustee or receiver is appointed for the Lessee's assets in a proceeding brought by or against the Lessee, or the Lessee files a voluntary petition in bankruptcy.
8. Failure by the Lessee to comply with any land development or permanent improvement construction required by this Lease.

B. **FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS:** The State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State and shall not constitute a breach or an event of default by the State.

C. **ENTRY AND RE-ENTRY:** In the event that the Lease should be terminated in accordance with this Article XII, or by summary proceedings or otherwise, or upon the Lessee's abandonment of the Premises or a portion of the Premises, the City or its agents, servants, or representatives may, immediately or any time thereafter, re-enter, and resume possession of the Premises or portion thereof, and remove all persons and property therefrom, without being liable for any damages therefore. No re-entry by the City shall be deemed an acceptance of a surrender of the Lease.

D. CONTINUING OBLIGATIONS UNTIL PREMISES VACATED: The Lessee will continue to pay City rent after the expiration, termination, or cancellation of this lease and to abide by the lease obligations, including providing proof of insurance coverage, through the date Lessee relinquishes possession of and completely vacates the Premises. City will consider the Premises completely vacated if the Lessee has

1. Remediated any environmental contamination for which the Lessee is responsible;
2. Restored the Premises to a neat and clean physical condition acceptable to the City.

E. REASONABLE CURE:

1. In the case of a violation that cannot be reasonably cured within 30 days, a notice of cancellation issued by the City to the Lessee under this Article is stayed if, within the 30-day notice period, the Lessee begins and continues expeditious action to cure the violation. The City will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.
2. In the case where, in City's sole determination, Lessee's violation is considered an imminent threat to the airport, public health or safety, or the environment, City will direct the Lessee to stop the activity immediately and may reduce the period to cure the violation, or the City may correct the violation pursuant to (E) of this Article.

F. RIGHT OF CITY TO PERFORM:

1. If, after 30 days following notice the Lessee fails or refuses to perform any action required by this Lease, the City will have the right, but not the obligation, to perform any or all such actions required by this Lease at the sole expense of the Lessee. The City will not take action if the Lessee begins and continues expeditious action to perform any action required by this Lease that cannot be reasonably completed within 30 days. The City will, at its sole discretion, determine what constitutes expeditious action and if an action cannot be reasonably performed in 30 days. The City will submit to the Lessee an invoice for the expenses incurred by the City in the performance by the City of any required action. The Lessee will pay the amount of each invoice within 30 days from issuance.
2. If Lessee fails or refuses to perform any action that has been deemed an imminent threat the City will have the right, but not the obligation, to perform any or all such actions required to expeditiously correct the imminent threat. Lessee shall reimburse the City for any cost, including legal fees and administrative costs reasonably incurred by the City in acting to correct the imminent threat violation.

G. WAIVER: A waiver by the City of any default by the Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If the City waives a default, the City is not required to provide notice to the Lessee to restore or revive any term or condition under this Lease. The waiver by the City of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of the City. The City's failure to insist upon the strict performance by the Lessee of any provision in this Lease is not a waiver or

relinquishment for the future, and the provision will continue in full force.

H. AIRPORT CLOSURE:

1. If the City closes the airport to aircraft operations for sixty days or less, this Lease will remain in full force and effect without adjustment
2. If the City closes the Airport to aircraft operations for more than sixty days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty days.
3. If the City permanently closes the Airport to aircraft operations and
  - a. this Lease is for aviation or direct aviation support uses, the Lessee may terminate this agreement by written notice to the City; or
  - b. this Lease is for non-aviation uses, the Lessee may request in writing to have the Lease terminated. The City will consider the Lessee's request in light of the City's best interest and either terminate the Lease, or deny the Lessee's request in writing.

I. DISASTERS: The Lessee or City may cancel this lease upon written notice to the other party if:

1. the Premises becomes unusable through no fault of either party and performance under this lease becomes impossible; or
2. the Airport becomes unusable through no fault of either party and the performance under this lease becomes impossible.

If the Lessee elects in writing that it will continue to operate after notice from City to Lessee that the Airport has become unusable, the Lessee's obligations under the Lease will continue, but City shall be under no obligation to continue to perform.

Causes for termination of the lease under this provision (G) include acts of God, the public enemy, and the United States.

J. NATIONAL EMERGENCY: If the federal government declares a national emergency, neither party may hold the other liable for any inability to perform any part of this Lease as a result of the national emergency.

K. SURRENDER ON TERMINATION: Except as provided otherwise in this Article XII, Lessee shall, on the last day of the term of this Lease (including any extension or renewal thereof) or upon any earlier termination of this Lease, surrender and deliver up the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal,

free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City.

L. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS:

1. **Ownership of Permanent Improvements:** Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee's property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.
2. **Disposition of Site Development Materials:** The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:
  - a. become a part of the realty and the property of the City of Kenai;
  - b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
  - c. may not be removed by the Lessee without the prior written approval of the Lessor.
3. **Disposition of Personal Property and Permanent Improvements Other Than Site Development Materials:**
  - a. Unless the Lessor otherwise directs as provided below, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:
    - i. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
    - ii. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an

application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;

- iii. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction as provided below, remediate any Contamination for which the Lessee is responsible, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.
- b. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
- i. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;
  - ii. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
  - iii. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible and leave the Premises in a neat and clean physical condition acceptable to the Lessor.
- c. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.

- d. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor.
- e. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
  - i. that the continued presence of the Permanent Improvements on the Premises are not consistent with any written Airport program or plan required for compliance with applicable federal, state, or local law;
  - ii. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the City of Kenai; or
  - iii. that the Permanent Improvements present a hazard to public health or safety.
- f. The departing Lessee to whom the Lessor has issued direction under Paragraph e of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph e of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose of unremoved Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises.
- g. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the City of Kenai. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal and

administrative costs, to demolish, remove, dispose, clear title to, or sell the abandoned property and to remediate and restore the Premises.

- h. After the expiration, termination, or cancellation of the Lease, including any holdover, the departing Lessee loses all right to occupy or use the premises without the express or implied consent of the Lessor. Except as the Lessor notifies the departing Lessee otherwise in writing, the Lessor consents to the departing Lessee's continued use and occupancy of the Premises to diligently accomplish the requirements of this Section. Until the departing Lessee relinquishes possession of and completely vacates the Premises and notifies the Lessor in writing that it has relinquished and vacated the Premises, the departing Lessee shall perform the following as if the lease were still in effect,
  - i. pay rent to the Lessor;
  - ii. maintain the premises;
  - iii. provide the Lessor with evidence of each insurance coverage, if any, required under the Lease; and
  - iv. cease using the premises other than to diligently accomplish the requirements of this Section, and to comply with the other requirements of the Lease.
- i. A departing Lessee will not be considered to have relinquished possession and completely vacated the Premises until
  - i. the departing Lessee has:
    - (a) remediated, consistent with applicable law, any Contamination for which the Lessee is responsible; and
    - (b) restored the Premises to a clean and neat physical condition acceptable to the Lessor; and
  - ii. either
    - (a) removed all of the Lessee's Permanent Improvements and personal property from the premises or sold the Permanent Improvements and personal property to a succeeding Lessee under the provisions of this Lease; or
    - (b) transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

**ARTICLE XIII  
GENERAL COVENANTS**

A. **USE OF THE AIRPORT:** Except as provided herein, any regular use of Airport lands or facilities without the written consent of the City is prohibited. This prohibition shall not apply to use of areas designated by the City for specified public uses, such as passenger terminals, automobile parking areas, and streets.

B. **COSTS AND EXPENSES:** Costs and expenses incident to this lease, including but not limited to recording costs, shall be paid by Lessee.

C. **CARE OF THE PREMISES:** The Lessee shall keep the Premises clean and in good order at the Lessee's own expense, allowing no damage, waste, nor destruction thereof, nor removing any material therefrom, without written permission of the City. At the expiration of the term fixed, or any earlier termination of the Lease, the Lessee will peaceably and quietly quit and surrender the premises to the City.

D. **CONSTRUCTION APPROVAL AND STANDARDS:** Any building construction on the Premises by the Lessee must be compatible with its surroundings and consistent with the uses authorized under this Lease, as determined by the City. The Lessee must obtain the City's written approval before placing fill material, beginning any land development, or constructing or demolishing any improvements on the Premises, and before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation, together with specifications or any other information the City reasonably requires. Further, the Lessee will submit to City evidence of the Lessee's compliance with Federal Aviation Administration regulation 14 CFR Part 77.

E. **LEASE SUBORDINATE TO AIRPORT FINANCING REQUIREMENTS:** Lessee agrees that City may modify this Lease to meet revised requirements for Federal or State grants, or to conform to the requirements of any revenue bond covenant. However, the modification shall not act to reduce the rights or privileges granted the Lessee by this Lease, nor act to cause the Lessee financial loss.

F. **RIGHT TO ENJOYMENT AND PEACEABLE POSSESSION:** City hereby agrees and covenants that the Lessee, upon paying rent and performing other covenants, terms, and conditions of this Lease, shall have the right to quietly and peacefully hold, use, occupy, and enjoy the Premises, except that the following shall not construed as a denial of the right of quiet or peaceable possession:

1. Any inconvenience caused by public works projects in or about the Premises; and
2. Any other entries by the City on the Premises reserved or authorized under other provisions of this Lease.

G. **NO PARTNERSHIP OR JOINT VENTURE CREATED:** It is expressly understood that the City shall not be construed or held to be a partner or joint venture of Lessee in the conduct of the Lessee's activities or business on the Premises. The relationship between the City and the Lessee is, and shall at all times remain, strictly that of landlord and tenant, respectively.



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

I. **AFFIRMATIVE ACTION:** If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to insure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its sub-organization(s) provide assurance to the City to the same effect that they will also undertake affirmative action programs and require assurances from their sub-organization(s) as required by 14 CFR, Part 152, subpart E.

Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

J. **INTEGRATION, MERGER, AND MODIFICATION:** This Lease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Lease is effective unless in writing and signed on behalf of the City and the Lessee.

K. **RIGHT TO ADOPT RULES:** City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Airport, including the Premises. The City shall not be liable to Lessee for any diminution or deprivation of possession, or of Lessee's rights under this Lease, on account of the exercise of the City's authority reserved under this provision. Furthermore, the Lessee shall not be entitled to terminate the whole or any portion of the leasehold estate created under this Lease, by reason of the exercise of the City's authority reserved under this provision, unless the exercise thereof so interferes with Lessee's use and occupancy of the Premises as to constitute a termination, in whole or in part, of this Lease by operation of law under the laws of the State of Alaska and of the United States made applicable to the states.

L. **LESSEE'S OBLIGATION TO PREVENT AND REMOVE LIENS:** Lessee will not permit any liens including, but not limited to, mechanics', laborers', or materialmen's liens obtainable or available under the then existing laws, to stand against the Premises or improvements on the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to the Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises or improvements by or at the direction or sufferance of Lessee. Provided, however, the Lessee shall have the right to provide a bond as contemplated by Alaska law and contest the validity or amount of any such lien or claimed lien. Upon a final determination of the lien or claim for lien, the Lessee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense.

M. CONDEMNATION: In the event the Premises or any part thereof shall be condemned and taken for a public or a quasi-public use, then upon payment of any award or compensation arising from the condemnation or taking, the City and the Lessee shall make a good faith effort to agree upon

1. the division of the proceeds;
2. the abatement in rent payable during the term or any extension of the term of this Lease; and
3. other adjustments as the parties may agree upon as being just and equitable under all the circumstances.

If, within thirty days after the award has been paid into Court, the City and Lessee are unable to agree upon what division, abatement in rent, and other adjustments as are just and equitable, the parties shall undergo mediation chosen by mutual agreement of the parties. If disputes are not resolved through mediation, then the parties may submit to binding arbitration.

N. SUCCESSORS IN INTEREST: This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, subject to such specific limitations on assignment as are provided for in this Lease.

O. NOTICES:

1. Any notices required by this Lease must be in writing and must be delivered personally or mailed by certified or registered mail in a prepaid envelope. A mailed notice
  - a. must be addressed to the respective party at the address written on the first page of this Lease or to the latest address designated in accordance with (2) of this Provision (O); and
  - b. shall be deemed delivered on the date it is deposited in a U.S. general or branch post office.
2. The City or the Lessee may, from time to time, designate a new address at which they will receive notices by providing the other party with written notice at least 15 days prior to the effective date of the change. An address change notice must be delivered according to the procedure set out in (1) of this Provision (O).

P. RETENTION OF RENTAL: In the event the City terminates this Lease because of any breach by the Lessee, the City shall retain any unused balance of the rental payment last made by the Lessee City as partial or total liquidated damages for the breach.

Q. FIRE PROTECTION: The Lessee will take all reasonable precautions to prevent, and take all necessary action to suppress destructive or uncontrolled fires and comply with all laws, regulations, and rules promulgated and enforced by the City for fire protection on the Airport.

R. **PERSONAL USE OF MATERIALS:** No interest in coal, oil, gas or any other mineral, or in any deposit of stone or gravel valuable for extraction or utilization is included in the Premises or in the rights granted by this lease. The Lessee shall not sell or remove from the Premises for use elsewhere any timber, stone, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes.

S. **APPROVAL OF OTHER AUTHORITIES:** The granting of this lease by the City does not relieve the Lessee of the responsibility to obtain any license or permit as may be required by federal, state, or local law.

T. **EXECUTION BY THE PARTIES:** This Lease is of no effect unless signed by the Lessee, or a duly authorized representative of Lessee, and an authorized representative of the City.

U. **CAPTIONS:** The captions of the provisions of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.

V. **RIGHTS OF CONSTRUCTION:** This Lease is intended to make public property available for private use, while at all times protecting the public interest to the greatest extent possible. Following the rule that transfers of interest in public property are to be strictly construed in favor of the public property landlord, all rights granted to the Lessee under this Lease will be strictly construed, and all rights of the City and the protections of the public interest will be liberally construed.

W. **LESSEE ACKNOWLEDGEMENT:** The Lessee acknowledges that the Lessee has read this Lease and fully understands its terms, that the Lessee has been fully advised or has had the opportunity of advice by separate legal counsel, and voluntarily executes this Lease. Lessee also acknowledges and agrees that the rule of interpretation under which a document is construed against the drafter will not apply to this Lease.

X. **APPROVAL BY LESSOR:** Any approval required of the Lessor by this Lease will not be unreasonably withheld. The Lessor's approval does not waive the Lessee's legal responsibility or liability to comply with all applicable federal and state laws and regulations.

#### **ARTICLE XIV SURVEY, IMPROVEMENTS AND PERFORMANCE BOND**

A. **SURVEY:** The Lessee is solely responsible, at its sole expense, to confirm or establish the physical location of the boundaries of the Premises prior to beginning any construction thereon, including clearing grubbing, back-filling and environmental sampling. Any survey of the Premises shall be performed by a Land Surveyor registered in the State of Alaska. The Lessee shall furnish the City with a copy of the plat of any survey performed on the Premises by, or on behalf of, the Lessee.

B. **IMPROVEMENTS:**

1. **REQUIRED IMPROVEMENTS:** At no cost to the City, Lessee agrees to complete land development and construction of Permanent Improvements including electrical service improvements and a concrete containment barrier, by no later than June 30, 2024, with an aggregate cost of at least \$ 10,000.00, excluding

financing costs. In addition to the as-built drawings required by this Lease, the Lessee must submit to the City written evidence that the Lessee has completed the land development and constructed improvements on the Premises with an aggregate cost or investment of not less than \$ 10,000.00.

Lot developments will prevent unauthorized access to the airfield;

Structures will be built behind the 100 foot building restriction line;

State of Alaska, Division of Forestry is responsible for all snow removal, and snow may not touch the perimeter security fence or be piled to a height that would allow access to the airport.

The evidence of cost must be submitted to the City within sixty days of the completion of the development and improvements, but by no later than August 29, 2024.

- a. Costs considered toward the aggregate cost of permanent improvements include building construction, design, labor, materials, materials shipping, permits, equipment, soil testing, environmental baseline report, and environmental assessment directly related to the construction; premises and as-built surveys; site preparation, including excavation, geotextile fabric, filling, grading, fill material, gravel, and pavement, remediation of environmental contamination (unless Lessee caused or Materially Contributed To the Contamination); and utility connection costs.
- b. The cost of Permanent Improvements excludes:
  - 1. work performed by the City and not reimbursed by the Lessee; and
  - 2. work performed by the Lessee and reimbursed by the City.
- 2. **FAILURE TO COMPLETE IMPROVEMENTS:** If the Lessee fails to complete the required construction within the time allowed under (b)(1) of this Article, including any extensions granted, the City will execute against and the Lessee will forfeit, any bond or other guarantee given by the Lessee and, as applicable, City will:
  - a. initiate cancellation of the lease; or
  - b. reduce the term of the lease to a period that is consistent with the portion of the required construction timely completed.
- 3. **APPEARANCE:** When completed, all improvements on the Premises must be neat, presentable, and compatible with the authorized use of the Premises under this Lease, as determined by the City.
- 4. **CITY APPROVAL REQUIRED:** The Lessee must first obtain the City's written approval before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications,

or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation. Further, the Lessee will submit to City evidence of the Lessee's compliance with the FAA regulation 14 CFR Part 77.

5. CITY APPROVAL WITHHELD: The City's approval of any construction, alteration, modification, or renovation will not be withheld unless
  - a. the Lessee fails to demonstrate adequate financial resources to complete the project;
  - b. the project plans, specifications, and agency approvals are incomplete;
  - c. the proposed project would result in a violation of an applicable ordinance, regulation, or law;
  - d. the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the airport;
  - e. the proposed project is inconsistent with the Airport Master Plan;
  - f. the proposed project is inconsistent with the terms of the lease, zoning ordinances, or the City's Comprehensive Plan;
  - g. the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or
  - h. the proposed project does not conform to generally recognized engineering principles or applicable fire or building codes.
6. DEMOLITION: Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to City a written scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. City will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.
7. BUILDING SETBACK: No building or other permanent structure may be constructed or placed within twenty feet of any lot of the Premises without City's prior written approval. In addition, no building or other permanent structure may be constructed or placed within twenty feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.
8. AS-BUILT DRAWINGS: Within sixty days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the City a copy of an as-built drawing, acceptable to the City, showing the location and dimensions of the improvements, giving distances to all Premises' boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to approval of the City.

9. **AIRPORT SECURITY FENCING:** If any construction by the Lessee requires a realignment or alteration of an existing security fence on the Premises or boundary of the Premises, the Lessee agrees to realign or alter the fence in a manner approved in writing by the Airport Manager. Anytime the fence must be breached to allow the Lessee to complete improvement construction or fence modifications, the Lessee shall, at the Lessee's sole expense place temporary barriers to maintain the security of the Airport, as determined by the Airport Manager. If damage occurs to a security fence on the Premises or boundary of the Premises in connection with the Lessee's use or occupation of the Premises, the Lessee shall promptly repair the fence to the satisfaction of the Airport Manager.
10. **DAMAGE TO IMPROVEMENTS:** If Lessee's improvements on the Premises are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two years following the damage or destruction. If the Lessee fails to timely rebuild or restore the improvements, the City may, at its sole discretion, either reduce the term of this Lease commensurate with the estimated value of the Lessee's remaining, fully functional improvements on the Premises, or cancel this Lease.
11. **DAMAGE NEAR EXPIRATION:** If Lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five years of the expiration of the term of this Lease, Lessee may remove the damaged improvements, restore the Premises and terminate this Lease.

C. **PERFORMANCE BOND (Optional):** Prior to beginning the construction of permanent improvements required under (1) of this Article, the Lessee shall submit to the City a performance bond, deposit, or other security in the amount of \$ **performance bond not applicable**. The form of the bond or other security shall be subject to the City's approval.

D. **SURRENDER ON TERMINATION:** Lessee shall, on the last day of the term of this Lease or upon any earlier termination of this Lease, surrender and deliver upon the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City. Upon the end of the term of this Lease, including any extension or renewal, or any earlier termination thereof, title to the buildings, improvements and building equipment shall automatically vest in City without requirement of any deed, conveyance, or bill of sale thereon. However, if City should require any such document in confirmation hereof, Lessee shall execute, acknowledge, and deliver the same and shall pay any charge, tax, and fee asserted or imposed by any and all governmental unites in connection herewith.

E. **NOTICE OF CONSTRUCTION:** The Lessee agrees to notify the City in writing three days prior to commencing any construction project valued in excess of \$1,000.00 on the Premises. The Lessee agrees to assist in the posting of a notice of non-responsibility and maintenance of the notice on the Premises during construction. Lessee agrees that in the event the Lessee fails to notify the City as required by this Provision (f), the Lessee shall indemnify the City against any

materialmen's liens as defined in AS 34.35.050 which arise as a result of construction on the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year stated in the individual acknowledgments below.

LESSEE:	LESSOR:
STATE OF ALASKA DIVISION OF FORESTRY	CITY OF KENAI

By: \_\_\_\_\_ Date  
Its: \_\_\_\_\_

By: Paul Ostrander Date  
Its: City Manager

ACKNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 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 limited liability corporation.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Paul Ostrander, City Manager of the CITY OF KENAI, ALASKA, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Saner, City Clerk

SEAL:

After Recording, Return to:  
City of Kenai  
210 Fidalgo Avenue  
Kenai, AK 99611



Approved as to Lease Form

\_\_\_\_\_  
Scott Bloom, City Attorney



Sponsored by: Administration

## CITY OF KENAI

### RESOLUTION NO. 2022-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA APPROVING THE EXECUTION OF A LEASE OF AIRPORT RESERVE LANDS USING THE STANDARD LEASE FORM BETWEEN THE CITY OF KENAI AND STATE OF ALASKA, DIVISION OF FORESTRY ON LOT 4A, FBO SUBDIVISION NO. 11.

WHEREAS, the special use permit to State of Alaska, Division of Forestry, for that portion of Lot 4, FBO Subdivision No. 7 as delineated as Lot 4A of the preliminary plat of FBO Subdivision No.11 expires on June 30, 2022; and,

WHEREAS, on January 10, 2022, State of Alaska, Division of Forestry submitted an application for a lease of City owned properties within the Airport Reserve, described as Lot 4A, FBO Subdivision No. 11 to use as an air tanker reload base for wildland fire prevention and suppression; and,

WHEREAS, the State of Alaska, Division of Forestry lease application proposes improvements including electrical service improvements and construction of a concrete containment barrier, an investment that gives a lease term of 5 years according to the term table in Kenai Municipal Code 21.10.080; and,

WHEREAS, the proposed development would be mutually beneficial and would conform with the Kenai Municipal Code for zoning, Kenai's Comprehensive Plan, the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations; and,

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

WHEREAS, at their regular meeting on February 9, 2022, the Planning and Zoning Commission reviewed the lease application and recommended approval by the City Council; and,

WHEREAS, at their regular meeting on February 10, 2022, the Airport Commission reviewed the lease application and recommended approval by the City Council.

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

**Section 1.** That a Lease of Airport Reserve Lands is approved and the City Manager is authorized to execute a lease between the City of Kenai, Lessor, and State of Alaska, Division of Forestry, Lessee, with the following conditions:

1. Lot improvements as outlined in lease application from State of Alaska, Division of Forestry include at a minimum electrical service improvements and a concrete containment barrier with an estimated \$10,000 minimum value to be completed within two (2) years of signing the lease;
2. Evidence must be submitted to the City within 60 days of the completion of the development and improvements;
3. The lease term will be 5 years;
4. Lot developments are required to prevent unauthorized access to the airfield;
5. Structures must be built behind the 100 foot building restriction line;
6. State of Alaska, Division of Forestry is responsible for all snow removal, and snow may not touch the perimeter security fence or be piled to a height that would allow access to the airport.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 2<sup>nd</sup> day of March, 2022.

  
\_\_\_\_\_  
BRIAN GABRIEL SR., MAYOR

ATTEST:

  
\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk



# KENAI

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

## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Ryan Foster, Planning Director

**DATE:** February 22, 2022

**SUBJECT:** **Resolution No. 2022-10 – Approving the Execution of a Lease to State of Alaska, Division of Forestry.**

On July 1, 2021, State of Alaska, Division of Forestry entered into a Special Use Permit for portion of Lot 4, FBO Subdivision No. 7 as delineated as Lot 4A of the preliminary plat of FBO Subdivision No.11. The Special Use Permit was the only option available for continuing Division of Forestry utilization of the property since the subdivision for the City Sand Storage Facility was not completed/recorded at the time their previous lease expired on June 30, 2021. The Special Use Permit terminates on June 30, 2022.

The Division of Forestry proposes electrical service improvements and a concrete containment barrier with an estimated \$10,000 value of improvements to be completed within two (2) years of signing the lease. Activities noted on the application is an air tanker reload base for wildland fire prevention and suppression. The requested lease term is 5 years with a starting annual lease rate of \$18,250.62.

Pursuant to Kenai Municipal Code 21.10.060 Lease application review, notice of the lease application was posted in the Peninsula Clarion and stated competing applications may be submitted for the parcel within 30 -days to the City. The 30 -day window from publication ended on February 26, 2022 and no competing applications have been submitted to the City.

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

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

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

The proposed use complies with the Imagine Kenai 2030 Comprehensive Plan by supporting development on lease lots with development that is in alignment with the Kenai Municipal Airport's marketing strategy.

The Airport Land Use Plan was developed to identify the highest and best uses of Kenai Municipal Airport land. The Airport Land Use Plan discusses leasing land and enhancing opportunities for local economic development. The proposed use by the Division of Forestry complies with the Airport Land Use Plan and would enhance local economic development.

Goal 7 – Natural Hazards and Disasters: Prepare and protect the citizens of Kenai from natural hazards and disasters

Objective NH- 1: Implement the 2016 Hazard Mitigation Plan strategies.

The 2016 Hazard Mitigation Plan states that "Dead and dying spruce trees pose the greatest risk of wild fire on the entire KPB, including the City. Wildland fire is designated as a hazard in the 2018 State of Alaska HMP with a high probability of occurring in the KPB." The air tanker reload base provides the Division of Forestry a base for wildland fire prevention and suppression activities that protects both the City and the Kenai Peninsula Borough.

At their regular meeting on February 9, 2022, the Planning and Zoning Commission reviewed the lease application and recommended approval by the City Council. At their regular meeting on February 10, 2022, the Airport Commission reviewed the lease application and recommended approval by the City Council.

Thank you for your consideration.

Attachments:

City of Kenai Land Lease Application from State of Alaska, Division of Forestry

Plat of FBO Subdivision No. 11





## City of Kenai Land Lease Application

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

Application Date:	
-------------------	--

### 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 Lease:	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 and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	Lot 4, FBO subdivision No. 7, According to Plat No. 2001-34 Air Tanker Reload Base
Does the property require subdivision? (if Yes, answer next questions) Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials <u>MB</u>
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials <u>MB</u>
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials <u>MB</u>
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
1. Legal or brief description of property leased:	Lot 4, FBO subdivision No. 7, According to Plat No. 2001-34
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years):	5 years
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	
Requested Starting Date:	July 1, 2022

Proposed Use and Improvements

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

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

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

2. What is the proposed use of the improvement? Air tanker reload infrastructure

3. What is the estimated value of the improvement? \$10,000

4. What is the nature and type of improvement?  
Containment barriers, electrical service improvements

5. What are the dates construction is estimated to commence and be completed?

(generally, construction must be completed within two years)

Estimated Start Date: July 1, 2022

Estimated Completion Date: June 30, 2024

Describe the proposed business or activity intended:

Air Tanker Reload Base

How does the proposed lease support a thriving business, residential, recreational, or cultural community?

Utilized for wildland fire prevention and suppression.

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

State of Alaska

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.

Lease Term based on:  Estimated cost of new improvements and  Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.

Lease Term based on:  Purchase Price  Professional Estimate of Remaining Useful Life

Fair Market Value appraisal and/or  Estimated cost of new improvements (optional)

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

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

Signature:		Date:	1/10/22
Print Name:	Michael Burkhead	Title:	Procurement Specialist I

For City Use Only:	Date Application Fee Received:	
<input type="checkbox"/> General Fund	Date Application Determined Complete:	
<input type="checkbox"/> Airport Fund	30-Day Notice Publication Date:	
Account Number:	City Council Action/Resolution:	
<input type="checkbox"/> Airport Reserve Land		
<input type="checkbox"/> Outside Airport Reserve		

Reserve Lease App



New Concrete Containment Dike

New 3 phase electrical Service location TBD

Approx location of new lot line

66-2-16 Lot

-151.239 60.571 Degrees





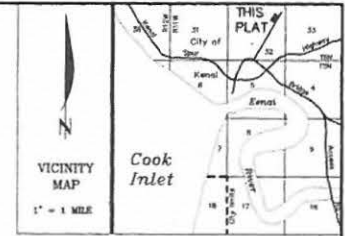
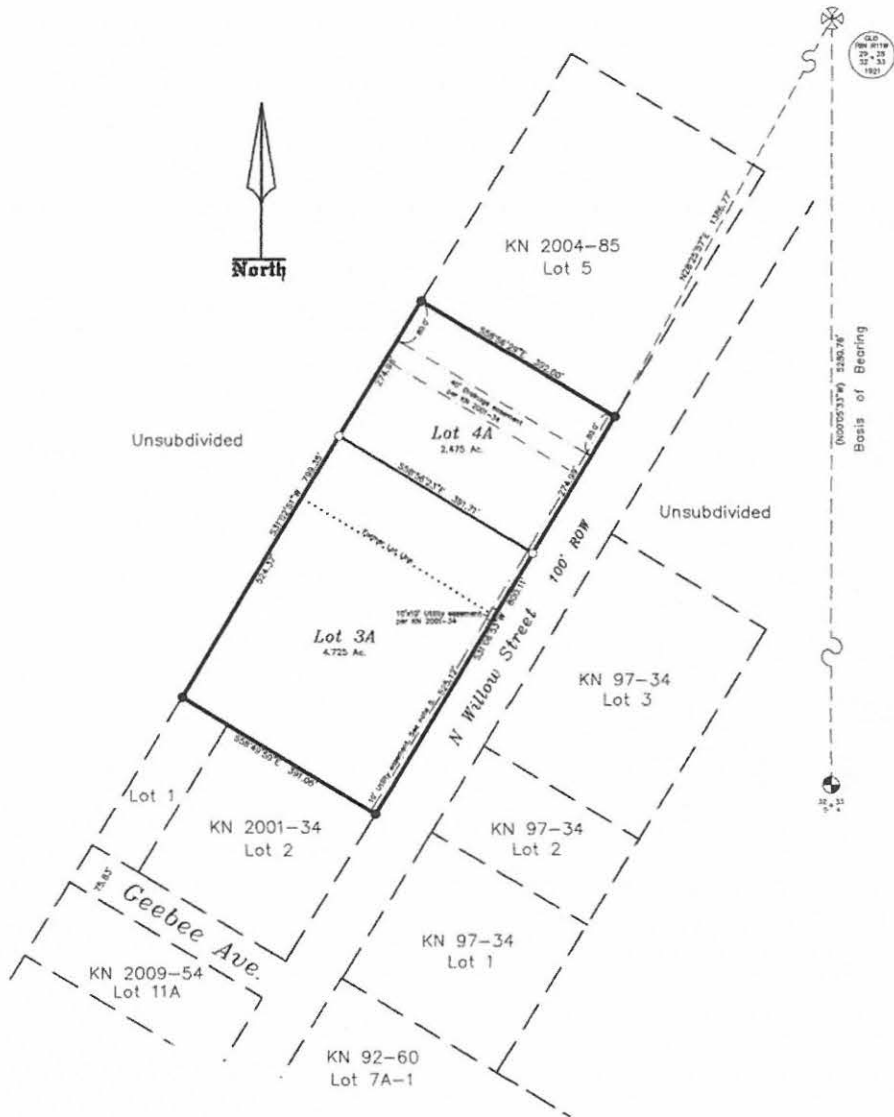
**LEGEND:**

- ⊗ 2 1/2" BRASS CAP MONUMENT OLD 1921 FOUND
- ⊙ 3 1/4" ALUM. CAP MONUMENT FOUND
- 5/8" REBAR W/PLASTIC CAP LS8859 FOUND
- 5/8" REBAR W/ PLASTIC CAP LS8859 SET
- ( ) RECORD DATUM PLAT 2007-8, KR0



**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) 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.
- 6) **WASTEWATER DISPOSAL:** Plans for wastewater disposal, that meet regulatory requirements are on file at the Department of Environmental Conservation.



**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 Osterman*  
 PAUL OSTERMAN, CITY MANAGER  
 CITY OF KENAI  
 210 FIDALGO AVENUE, SUITE 200  
 KENAI, ALASKA 99611

**NOTARY'S ACKNOWLEDGEMENT**

FOR Paul Osterman  
 ACKNOWLEDGED BEFORE ME THIS 5th DAY OF August, 2021.

*Wilma E. Anderson*  
 WILMA E. ANDERSON  
 NOTARY PUBLIC FOR ALASKA  
 MY COMMISSION EXPIRES 5-24-22

**PLAT APPROVAL**

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF JUNE 14, 2021.

KENAI PENINSULA BOROUGH  
*Scott Hill*  
 AUTHORIZED OFFICIAL

KPB FILE No. 2021-076

FBO Subdivision No. 11	
A re-subdivision of Lots 3 and 4 FBO Subdivision No. 7, Plat 2001-34, Kenai Recording District	
Located within NE1/4 Section 32, T6N, R11W, S4M., City of Kenai, Kenai Peninsula Borough, Alaska.	
Containing 7.199 Ac.	
Surveyor <b>Segesser Surveys</b> 30485 Rosland St. Soldotna, AK 99609 (907) 265-3909	Owner City of Kenai 210 Fidalgo Ave. Ste 200 Kenai, Alaska 99611
JOB NO. 21057	DATE: 8-4-21
SURVEYED: June, 2021	SCALE: 1"=100'
FIELD BOOK: 21-3	SHEET: 1 of 1



**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 herein actually exist as described, and all dimensions and other details are correct.

Date: 8-4-21

2021-44  
 Kenn  
 7/1/2021  
 12532\*



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

DIVISION OF RISK MANAGEMENT  
Scott Jordan, Director

P.O. Box 110218  
Juneau, Alaska 99811-0218  
Main: 907.465.2180  
Fax: 907.465.3690

July 1, 2021

### Certificate of Self-Insurance

To Whom It May Concern,

The State of Alaska and its agencies are covered for property and liability exposures. Losses that fall within these self-insured levels, including those for which we are contractually liable, are covered by the financial resources of the State and are administered under the self-insured claims program handled by this office. Workers' Compensation coverage is also provided through the State of Alaska self-insured program (authorized by AS 23.30.090).

Given the State of Alaska self-insures the insurance protection you are requesting evidence for; we are unable to name additional insureds or produce a standard certificate of insurance that you would commonly receive from other entities. The State of Alaska, through this office, provides the comprehensive liability insurance coverage through our program of self-insurance for the activities and operations of the Department of Natural Resources.

Please call me at (907) 465-5724 if you have any questions or need further clarification of the State's self-insurance program.

Sincerely,

A handwritten signature in blue ink that reads "Sheri Gray".

Sheri Gray  
Risk Manager

**KENAI CITY COUNCIL – REGULAR MEETING  
JUNE 15, 2022 – 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 15, 2022, 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  
Teea Winger  
Glenese Pettey  
Henry Knackstedt

James Baisden  
Deborah Sounart  
Jim Glendening, Vice Mayor

A quorum was present.

Also, in attendance were:

Paul Ostrander, City Manager  
Scott Bloom, City Attorney  
Terry Eubanks, Finance Director  
Scott Curtin, Public Works Director  
Brad Walker, Parks and Recreation Director  
Ryan Foster, Planning Director  
Dave Ross, Police Chief  
Shellie Saner, City Clerk

**3. Agenda Approval**

Mayor Gabriel noted the following additions to the Packet:

- |                    |  |                              |
|--------------------|--|------------------------------|
| Add to item B. 1.  | <b>Scheduled Public Comments – Rights of Grand Juries</b> <ul style="list-style-type: none"><li>• Additional Information Provided by Presenter – Representative Ben Carpenter.</li></ul> |                              |
| Add to item D. 7.  | <b>Resolution No. 2022-51</b> <ul style="list-style-type: none"><li>• Airport Commission Lawton Acres Memo/Minutes</li><li>• Summary of Technical Amendments Memo</li></ul>              | City Manager<br>City Manager |
| Add to item G. 2.  | <b>Action/Approval – FY2022 Purchase Orders Over \$15,000</b> <ul style="list-style-type: none"><li>• Requested Amendment Memo</li></ul>   | City Manager                 |
| Add to item G. 13. | <b>New Business – Ordinance 3295-2022 (introduction)</b> <ul style="list-style-type: none"><li>• Public Comment</li></ul>  | City Clerk                   |

Council Member Knackstedt requested agenda item G. 2. Action Approval of the FY2022 Purchase Orders Over \$15,000 be removed from the consent agenda.

**MOTION:**

Council Member Knackstedt **MOVED** to approve the agenda with the requested additions; and to Suspend the Rules to address agenda item G. 2. Action Approval of the FY2022 Purchase Orders Over \$15,000 prior to agenda item D. Public Hearings. Council Member Baisden **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion.

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

#### 4. Consent Agenda

**MOTION:**

Council Member Knackstedt **MOVED** to approve the consent agenda. Council Member Baisden **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.

**UNANIMOUS CONSENT** was requested.

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

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

#### **B. SCHEDULED PUBLIC COMMENTS**

Representative Ben Carpenter, provided an update on the process of working with the State Attorney General on the Rights of Grand Juries. He referenced sections of the Constitution of the State of Alaska, portions of Alaska Statutes, the Alaska Court Rules and the Rules of Criminal Procedures, identifying the specific sections which are important to maintaining the Grand Juries ability to investigate; clarifying that the Prosecutor does not get to choose when the Grand Jury investigates.

There was discussion regarding not needing to change the laws; the policies of the Department of Law needing to be changed; the Department of Law being accustomed to operating this way and having no rules to operate differently; and the changes from previous versions of the Grand Jury Handbook and the current version being used today.

#### **C. UNSCHEDULED PUBLIC COMMENTS**

Patricia See addressed the Council regarding previous practices when abandoned structures would be used for Fire Fighter training and requested those practices be reinstated with certain abandoned properties in the area.

There was discussion regarding the practice no longer being used because it was not environmentally friendly and recommended that Ms. See contact the administration regarding other options related to abandoned structures.

*[Clerk's Note: At the setting of the Agenda, the motion to suspend the rules to hear New Business, Action Approval – FY2022 Purchase Orders Over \$15,000 prior to Public Hearings was approved by unanimous consent.]*

#### **G. 2. Action/Approval – FY2022 Purchase Orders Over \$15,000. (Administration)**

**MOTION:**

Council Member Knackstedt **MOVED** to approve the FY2022 Purchase Orders Over \$15,000. Council Member Baisden **SECONDED** the motion.

**MOTION TO AMEND:**

Council Member Knackstedt **MOVED** to amend Action Approval of the FY2022 Purchase Orders over \$15,000 to add a new item to read, "Vendor: Larson Engineering & Design | Description: FY22 Tower Study | P.O. # - DEPT.: | 124639 – Non-Departmental | Reason: Tower Study | Amount: 34,750.00 | Total PO AMT: 34,750.00". Council Member Baisden **SECONDED** the motion to amend.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**UNANIMOUS CONSENT** was requested on the main motion as amended.

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

**D. PUBLIC HEARINGS**

- 1. Ordinance No. 3294-2022** - Accepting and Appropriating Funding from the State of Alaska Department of Natural Resources, Division of Forestry, to Support Spruce Beetle Mitigation and Hazard Fuel Reduction. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to enact Ordinance No. 3294-2022. Council Member Sounart **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.

There was discussion related to properly notifying the public about the Spruce Bark Beetle Slash Disposal Site; it was reported that a little over sixteen acres had been mitigated; and clarified that the number of acres mitigated are reported by the individual members of the public when they utilize the slash site.

**VOTE:**

YEA: Knackstedt, Gabriel, Glendening, Baisden, Sounart, Pettey, Winger

NAY: None

**MOTION PASSED.**

- 2. Resolution No. 2022-46** – Authorizing Award of a Sole Source Contract to Perform a Communications Tower Study. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-46. Vice Mayor 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.

It was reported that with the amendment to agenda item G. 2. Action Approval of the FY2022 Purchase Orders Over \$15,000 this resolution was no longer needed.

**MOTION:**

Council Member Knackstedt **MOVED** to postpone Resolution No. 2022-46 indefinitely. Vice Mayor Glendening **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion to postpone indefinitely.

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

- 3. Resolution No. 2022-47** – Authorizing the Use of the Equipment Replacement Fund and Authorizing Award of a Contract for the Purchase of a Replacement Ambulance for the Kenai Fire Department. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-47. Council Member Sounart **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.

**UNANIMOUS CONSENT** was requested.

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

- 4. Resolution No. 2022-48** – Amending the Employee Classification Plan by Changing the Title of the Accountant Class of Employees to a Controller and Increasing the Range. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-48. Council Member Pettey **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.

It was reported that this was a housekeeping item to address the change processed through the adoption of the FY2023 budget and this would be the final step.

**UNANIMOUS CONSENT** was requested.

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

- 5. Resolution No. 2022-49** – Authorizing Binding of Airport Owners and Operators Liability Insurance Coverage for July 1, 2022 through June 30, 2023. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-49. Council Member Pettey **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.

**UNANIMOUS CONSENT** was requested.

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

- 6. Resolution No. 2022-50** – Authorizing a Budget Transfer in the General Fund, Public Works Department – Streets Division for the Purchase of Sanding Equipment. (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-50. Council Member Sounart **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.

**UNANIMOUS CONSENT** was requested.

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

**7. Resolution No. 2022-51** – Adopting the City of Kenai Land Management Plan (Administration)

**MOTION:**

Council Member Knackstedt **MOVED** to adopt Resolution No. 2022-51. Council Member Baisden **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.

It was reported that technical amendments made throughout the document were identified in the laydown memo and compiled from comments received from Council and Commission members; additionally, the laydown contained Airport Commission documents recommending Lawton Acres remain as dispose.

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel numbers 04301041 and 04301039 appearing on Map 15. Float Plane Basin Subdivision & Vicinity, by changing the retention status from Mixed-Retain/Dispose-Lease Only to Retain, for use as buffer/green space between the neighborhood and the airport. Vice Mayor Glendening **SECONDED** the motion.

There was discussion regarding potential future residential development; previous development attempts and public comments in opposition to that development; and providing a buffer between the neighborhood and airport.

**VOTE MOTION TO AMEND:**

YEA: Baisden, Glendening, Sounart, Winger

NAY: Gabriel, Pettey, Knackstedt

**MOTION TO AMEND PASSED.**

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel number 04301042 appearing on Map 15. Float Plane Basin Subdivision & Vicinity, by changing the retention status from Mixed-Retain/Lease-Dispose Only to Retain. Vice Mayor Glendening **SECONDED** the motion.

There was discussion regarding maintaining a buffer between the neighborhood and airport; and clarification provided that General Fund and Airport Fund lands could not be combined.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Knackstedt **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel number 04101004 appearing on Map 16. Kenai Municipal Airport, by changing the retention status from Retain to Mixed-Retain/Dispose Lease Only. Council Member Baisden **SECONDED** the motion.

It was clarified that this would allow development of lease lots.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Knackstedt **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel number 04322023 appearing on Map 23. Cook Inlet Industrial Air Park (CIAP) Subdivision, by changing the retention status from Dispose to Dispose-Lease Only. Council Member Baisden **SECONDED** the motion.

It was clarified that this amendment was recommended by the Airport Commission.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the City of Kenai Land Management Plan, to amend the title from City of Kenai Land Management Plan to City of Kenai Land Management Inventory and Recommendations. Council Member Baisden **SECONDED** the motion.

It was clarified that the change to the title was recommended by multiple commissions and would more clearly identify the intent of the document.

**UNANIMOUS CONSENT** was requested the motion to amend.

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel number 04317038 appearing on Map 17. Gusty Subdivision, Kenai Cemetery, by changing the retention status from Retain to Mixed-Retain/Dispose Lease Only; and to modify the narrative on page 71 relative to this parcel to read: "subdivide cemetery property from NE portion which would be usable for airport purposes." Council Member Baisden **SECONDED** the motion.

It was clarified that the recommendation came from the Planning and Zoning Commission and Parks and Recreation Commission and would allow land not used by the cemetery to be given back to the Airport.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Knackstedt **MOVED** to amend the City of Kenai Land Management Plan, to delete, "It is recommended that screening be a requirement of the development plan for the southern portion of the parcel." from the last sentence of the last paragraph on page 153 and from the Comment section of parcel number 04501003 shown on page 154. Vice Mayor Glendening **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the City of Kenai Land Management Plan, to amend parcel number 04501061 appearing on Map 30. Baron Park Subdivision, by changing the retention status from Dispose to Retain, on the remainder or the parcel not utilized by Triumvirate Theater of the Dog Park for the expansion of recreational area. Council Member Baisden **SECONDED** the motion.

It was clarified this would allow for additional recreational opportunities near the pond.

**UNANIMOUS CONSENT** was requested on the motion to amend.



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

General appreciation was stated for the work that went into this process by staff and the participation from the commissions and public.

**UNANIMOUS CONSENT** was requested on the main motion as amended.

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

**E. MINUTES**

1. \*Regular Meeting of May 18, 2022. (City Clerk)
2. \*Regular Meeting of June 1, 2022. (City Clerk)

**F. UNFINISHED BUSINESS**

1. **Ordinance No. 3293-2022** – Amending the Appendices to the Kenai Municipal Code to Delete Cemetery Regulations, Amending Title 24-Municipal Cemetery, to Include Certain Portions of the Appended Cemetery Regulations and Make Other Housekeeping Changes and Adopting a Kenai Municipal Cemetery Regulations Policy. (City Clerk)

*[Clerk's Note: At the Meeting of June 1, 2022, this Ordinance was Postponed to this Meeting; a Motion to Enact is on the Floor.]*

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the Kenai Cemetery Regulations, to amend the Prohibited section of the policy by adding, "Fire/Fames: Open flames or fires of any type are prohibited within the confines of the Cemetery. This includes candles, memorial lanterns, barbeques or any other type of flame or fire." Council Member Knackstedt **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the Kenai Cemetery Regulations, to allow picket fences or establishing perimeters around an interment site, by amending the Plants and Decorations, Prohibited section by deleting, "Enclosures such as picket fences or establishing a perimeter around an interment site are prohibited." Vice Mayor Glendening **SECONDED** the motion.

There was discussion regarding individuals who would not want someone mowing over a loved one; the ability for family members to personalize their loved ones resting place; long term maintenance costs involved; and regulations being in place in the new section prior to any sales taking place, which would clearly identify what is allowed to the purchaser.

It was clarified that staff does not step into the established perimeters in the old section and maintenance is done with string trimmers from the outside of the perimeter.

**VOTE ON MOTION TO AMEND:**

YEA: Glendening, Winger, Gabriel

NAY: Baisden, Sounart, Pettey, Knackstedt

**MOTION TO AMEND FAILED TO PASS.**

**MOTION TO AMEND:**

Council Member Winger **moved** to amend the Kenai Cemetery Regulations, to remove the time limitations for when plastic, silk or artificial flowers are permitted in the cemetery by amending the Plants

and Decorations, Permitted section, second paragraph by deleting, “between May 1 and September 30. Burials occurring between October 1 and April 30 may have decorations displayed but are subject to removal thirty (30) days after burial.” Vice Mayor Glendening **SECONDED** the motion.

There was discussion regarding clean up during the winter months; and it was clarified that this would allow artificial decorations for holidays during the winter months.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Winger **MOVED** to amend the Kenai Cemetery Regulations to include material requirements for markers or headstones, by amending the Marker and Headstone section to include, “Markers shall be constructed of materials that will not decay, rot or decompose. Examples are hard stone, concrete or hard metals.” Council Member Knackstedt **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**MOTION TO AMEND:**

Council Member Baisden **MOVED** to amend Ordinance 3293-2022, Section 3, to amend the Cemetery Fee Schedule to include, “Veterans Columbarium Niche \$750.00”. Council Member Winger **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion to amend.

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

**VOTE MAIN MOTION AS AMENDED:**

YEA: Pettey, Winger, Knackstedt, Gabriel, Glendening, Baisden, Sounart

NAY: None

**MAIN MOTION AS AMENDED PASSED.**

2. **Resolution No. 2022-37** - Removing the Moratorium on the Purchase of Standard Cemetery Plots for the Sole Purpose of Reserving a Cemetery Plot Not Being Used for Immediate Internment. (City Clerk)

*[Clerk's Note: At the Meeting of June 1, 2022, this Resolution was Postponed to this Meeting; a Motion to Adopt is on the Floor.]*

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

**UNANIMOUS CONSENT** was requested.

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

**G. NEW BUSINESS**

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

Approved by the consent agenda.

3. **\*Action/Approval** – FY2023 Purchase Orders Over \$15,000. (Administration)

Approved by the consent agenda.

4. **\*Action/Approval** – Los Compadres Liquor License Renewal. (City Clerk)

Approved by the consent agenda.

5. **\*Action/Approval** – Special Use Permit to Empire Airlines, Inc. for Aircraft Loading and Parking. (Administration)

Approved by the consent agenda.

6. **\*Action/Approval** – Special Use Permit to Everts Air Fuel, Inc. for Aircraft Loading and Parking. (Administration)

Approved by the consent agenda.

7. **\*Action/Approval** – Special Use Permit to Crowley Fuels LLC for Aviation Fueling and Apron Fueling Area. (Administration)

Approved by the consent agenda.

8. **\*Action/Approval** – Special Use Permit to Alaska Geographic for a Vending Kiosk in the Airport Terminal. (Administration)

Approved by the consent agenda.

9. **\*Action/Approval** – Special Use Permit to United Parcel Service Co., for Aircraft Loading and Parking. (Administration)

Approved by the consent agenda.

10. **\*Action/Approval** – Special Use Permit to Kenai Aviation for Aircraft Parking. (Administration)

Approved by the consent agenda.

11. **\*Action/Approval** – Special Use Permit to Alaska Air Fuel, Inc. for Aircraft Loading and Parking. (Administration)

Approved by the consent agenda.

12. **\*Action/Approval** – Fifth Amendment to Agreement for Restaurant Concessions with Situla LLC (DBA Brother's Café) (Administration)

Approved by the consent agenda.

13. **\*Ordinance No. 3295-2022** – Amending the Official Zoning Map by Rezoning Certain Parcels Southeast of Beaver Loop Road along Basin View Way, Kim N Ang Court, Cub Court, Ames Road, and Dolchok Lane from Rural Residential to Rural Residential-1. (Administration)

Introduced by the consent agenda and Public Hearing set for July 6, 2022.

14. **Action/Approval** – Recommending the City of Kenai Representative for Appointment to the Kenai Peninsula Borough Planning Commission. (City Clerk)

**MOTION:**

Council Member Glendening **MOVED** to recommend Diane Fikes for appointment to the Kenai Peninsula Borough Planning Commission as the City of Kenai Representative. Council Member Pettey **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested.

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

## H. COMMISSION / COMMITTEE REPORTS

### 1. Council on Aging

Council Member Knackstedt reported on the June 9, 2022 meeting; next meeting July 14, 2022.

### 2. Airport Commission

Council Member Baisden reported on the June 9, 2022 meeting; next meeting July 14, 2022.

### 3. Harbor Commission

Council Member Pettey reported on the June 6, 2022 meeting; next meeting August 8, 2022.

### 4. Parks and Recreation Commission

Vice Mayor Glendening reported on the June 2, 2022 work session; next meeting August 4, 2022.

### 5. Planning and Zoning Commission

Council Member Winger reported on the June 8, 2022 meeting; next meeting June 22, 2022.

### 6. Beautification Committee

No meeting.

### 7. Mini-Grant Steering Committee

No meeting.

## I. REPORT OF THE MAYOR

Mayor Gabriel reminded everyone of the upcoming Independence Day Events, apologized for missing the Employee Appreciation Dinner and thanked everyone for a good meeting.

## J. ADMINISTRATION REPORTS

### 1. City Manager – City Manager Ostrander reported on the following:

- The need to contract for some hazard tree mitigation as they were outside of the capabilities of the City.
- Dog Park update was included in the mid-month reports.
- Grants Writer Riley Shurtleff had resigned from the Grant Writer position, which would be filled by Larry Persily.
- Ryan Foster resigned from the Planning Director position and Max Best will be the interim Director until a permanent replacement is found.
- Met with Peter Evon, Executive Director of the Kenaitze Indian Tribe.
- Bridge Access Pedestrian path is in the design process with projected completion in 2024.
- Working with Governor Dunleavy's Chief of Staff Randy Ruaro on additional funding opportunities for fire-wising our community.
- Bluff Erosion Project funding from the state are included in the budget which is expected to be signed by the Governor later this month.
- The ordinance approving use of the Kenai Peninsula Borough quarry for the Bluff Erosion project

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

- Ownership of the Bowling Alley had changed and the new owners would soon be submitting a demolition plan and timeline.
3. City Clerk – City Clerk Saner reported on the following:
- Vehicle for Hire renewals notices were sent out.
  - Increased inquiries in Mobile Food Vendor and Transient Merchant Licensing.
  - Clarified that City Code provides that usual customary items that are non-controversial may be approved as consent agenda items; items on the consent agenda could be removed by any Council Member; and the public could still speak to any item on the consent agenda.

**K. ADDITIONAL PUBLIC COMMENTS**

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

Council Member Pettey stated she enjoyed the Employee Appreciation event; reported that the two individuals from our community who represented Alaska during the 2022 Special Olympic USA Games in Orlando, Florida brought home gold and silver medals; wished Ryan Foster well; and noted she was looking forward to working with Max Best and Larry Persily.

Council Member Sounart reported that for the first time in three years the Kenai Peninsula Orchestra would be back together; she enjoyed attending the Kenai Kite Festival and the Employee Appreciation Event; and wished Ryan Foster well.

Vice Mayor Glendening wished Ryan Foster well; reported attending the Employee Appreciation event; noted his appreciation for the employees and being able to participate in the event.

Council Member Winger wished Ryan Foster well; thanked the administration for finding the interim director; encouraged everyone to fire-wise their property; and wished everyone a happy and safe Independence Day.

Council Member Knackstedt noted that this was one of the best Employee Appreciation events; the food was excellent; and thanked Kenai Aviation and Dr. Zirul for the photo props; stated he was happy to see the Land Management Plan (Plan) complete and thanked Mary Toll her contribution to the Plan.

**L. EXECUTIVE SESSION – None.**

**M. PENDING ITEMS – None.**

**N. ADJOURNMENT**

**O. INFORMATIONAL ITEMS**

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

There being no further business before the Council, the meeting was adjourned at 9:30 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of June 15, 2022.

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Michelle M. Saner, MMC  
City Clerk

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

DRAFT

**PAYMENTS OVER \$15,000.00 WHICH NEED COUNCIL RATIFICATION  
COUNCIL MEETING OF: JULY 6, 2022**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>
PERS	PERS	VARIOUS	LIABILITY	96,354.65
ENSTAR NATURAL GAS	GAS USAGE	VARIOUS	UTILITIES	16,152.34

**INVESTMENTS**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>MATURITY DATE</b>	<b>AMOUNT</b>	<b>Effect. Int.</b>
PIPER JAFFRAY	U.S. AGENCY SECURITY	02/01/2027	490,193.89	3.15%

**PURCHASE ORDERS OVER \$15,000.00 WHICH NEED COUNCIL APPROVAL  
COUNCIL MEETING OF: JULY 6, 2022**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>DEPT.</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>
CDWG	TAPE BACKUP LIBRARY	NON-DEPARTMENTAL	MACHINERY & EQUIPMENT	17,814.43
NALCO COMPANY	CHEMICALS	WATER	OPERATING SUPPLIES	70,000.00
SGS ENVIRONMENTAL SERVICES	LAB TESTING SERVICES	WATER/WWTP	PROFESSIONAL SERVICES	15,000.00
KACHEMAK ELECTRIC	FY23 STREET LIGHT MAINT/LOCATES	STREET LIGHTING	PROFESSIONAL SERVICES	28,000.00
YUKON FIRE PROTECTION	ANNUAL TESTING, INSPECTION, MONITORING AND REPAIRS	VARIOUS	REPAIR & MAINTENANCE	33,725.20

**INCREASE OF EXISTING PURCHASE ORDER**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>P.O. # - DEPT.</b>	<b>REASON</b>	<b>AMOUNT</b>	<b>TOTAL PO AMT</b>
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## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Dan Castimore, IT Manager

**DATE:** June 20, 2022

**SUBJECT:** **FY2023 Purchase order exceeding \$15,000 to CDW Government.**

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The purpose of this memo is to request approval for a purchase order exceeding \$15,000 to CDW Government. The City currently relies on a tape backup library to maintain offline copies of City data. The current tape library is no longer meeting the City's needs. The new tape library has hardware features to prevent ransomware from deleting the content on the tapes. In addition, the tape library is modular and can be repaired onsite if hardware failures occur. Finally, this system is upgradeable to support any future growth. Quotes were solicited from three vendors and CDW Government was the lowest price at \$17,814.43. Your support is respectfully requested.



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Scott Curtin, Director of Public Works  
**DATE:** June 28, 2022  
**SUBJECT:** Purchase Order – Nalco Company LLC

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The purpose of this memo is to request approval of a Purchase Order to Nalco Company LLC which provides various proprietary chemicals for the Water Treatment Plant. The Purchase Order, as budgeted, is in the amount of \$70,000. This is a routine annual sole source purchase.

Account information below:

010-465-2022 Nalco Company LLC \$70,000

Council's support is respectfully requested.



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Scott Curtin, Director of Public Works  
**DATE:** June 28, 2022  
**SUBJECT:** Purchase Order – SGS Environmental Services

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The purpose of this memo is to request approval of a Purchase Order to SGS Environmental Services which provides various lab testing services throughout the year for our Water Treatment and Waste Water Treatment Facilities. The Purchase Order, as budgeted, is in the amount of \$15,000. This is a routine annual sole source purchase. SGS has been the only reliable testing service available to the City capable of completing required testing within our permit requirements.

Funding for this Purchase Order is within the accounts below:

010-465-4531 Professional Services Water – SGS Environmental \$7500  
010-467-4531 Professional Services Waste Water – SGS Environmental \$7500

Council's support is respectfully requested.



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Scott Curtin, Director of Public Works  
**DATE:** June 28, 2022  
**SUBJECT:** Purchase Order – Kachemak Electric

The purpose of this memo is to request Council's approval to issue a Purchase Order to Kachemak Electric in the amount of \$28,000 to provide street light maintenance and repair services as well as utility location services on an as needed basis through Fiscal Year 2023 ending June 30<sup>th</sup>, 2023. This is an annually budgeted amount.

The Public Works Department released a Request for Quotes on June 10, 2022 with quotes due on June 24, 2022. The RFQ requested per unit costs for initial assessment of inoperable street lights, labor for minor repairs like bulb and photocell replacements with materials to be billed at actual costs, Labor costs for line break repairs, and individual utility locate costs.

Description	Unit	Cost
<b>Street Light Repairs</b>		
Initial Assessment per light	Each Light	\$ 127.00
Labor only for minor repairs (Bulb, ballast, photocell)	Each Light	\$ 127.00
Labor only for line break repair (per line break not light, i.e. if one break disabled four lights, it's still one repair. The cost of any specialized equipment to repair the break, i.e. vac truck, excavator, ground thaw equip. etc. will be based on actual cost)	Each Break	\$ 255.75
Materials will all be at actual cost per supplier's invoice for all repairs, and any contractor markup is to be indicated here as a percentage of Overhead & Profit.	% OH&P	15/5
<b>Street Light Locates</b>		
Per individual locate request within 48 hours of notification	Each Request	\$ 103.50
<b>Unit Prices will carry through to June 30, 2023. Major repairs will be per occurrence.</b>		

Two quotes were received by the Department with Kachemak Electric providing the lowest responsive responsible cost.

Issuance of this Purchase Order to Kachemak Electric and completion of this work is in the best interest of the City, Council's support is respectfully requested.



# KENAI

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

## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Scott Curtin, Director of Public Works

**DATE:** June 29, 2022

**SUBJECT:** Purchase Order – Yukon Fire Protection Services

The purpose of this memo is to request approval of a Purchase Order to Yukon Fire Protection Service for annual testing, inspection and monitoring services. Resolution 2020-93 awarded a term service agreement to Yukon Fire, this Purchase Order will cover year three of the agreement executed on December 22, 2020.

The contracted rate for these services is \$15,148. Additionally there are another \$18,577.20 in identified repairs and replacements required, that were documented within FY22s annual inspections. These repairs as identified on the quote received on 6/10/22 will be included in this Purchase Order. Total Purchase Order amount will be \$33,725.20.

Funding for this Purchase Order is within the accounts below:

	Annual Amount	Additional Repairs	Total Amount
008-461-4538 AP Terminal	\$1,759	\$26	\$1,785
008-461-4538 Gen Bldg	\$782	-	\$782
008-462-4538 AP Ops	\$1,782	\$835	\$2,617
008-467-4538 Beacon	\$1,301	\$193	\$1,494
010-467-4538 WWTP	\$629	\$416	\$1,045
010-465-4538 WTP	\$351	-	\$351
001-434-4538 Buildings	\$6,996	\$9,400.20	\$16,396.20
009-462-4538 Vintage Pt	\$1,548	\$7,707	\$9,255

Council’s support is respectfully requested.



# KENAI

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

## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Max Best, Interim Planning Director

**DATE:** June 27, 2022

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

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

A Special Use Permit was granted for the use of the Moosemeat John Cabin for twelve months between July 31, 2021 and July 30, 2022. The Kenai Chamber of Commerce and Visitor Center would like a Special Use Permit for the same use of the Moosemeat John Cabin for July 31, 2022 to July 30, 2023. The Kenai Chamber of Commerce and Visitor Center complied with the terms of the Special Use Permit for the Moosemeat John Cabin for previous years of issuance.

At their regular meeting on June 8, 2022, the Planning and Zoning Commission recommended approval of the special use permit.

If the City Council approves the attached Special Use Permit with the Kenai Chamber of Commerce and Visitor Center for the Moosemeat John Cabin, the City Manager will sign the Special Use Permit granting the continued use of the cabin by the Kenai Chamber of Commerce on behalf of the City.

Thank you for your consideration.

Attachments:

1. Special Use Permit Application submitted on 5/2/22
2. Aerial Map
3. Special Use Permit for Moosemeat John Cabin



**City of Kenai  
Special Use Permit  
Application**

Application Date: **5.2.2022**

Applicant Information

Name of Applicant:	Kenai Chamber of Commerce and Visitor Center						
Mailing Address:	11471 Kenai Spur Highway	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ( )		Work/ Message Phone: ( )283.1991				
E-mail: (Optional)	brett@kenaichamber.org						
Name to Appear on Permit:	Kenai Chamber of Commerce and Visitor Center: Brett Perry						
Mailing Address:	11471 Kenai Spur Highway	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ( )		Work/ Message Phone: ( )283.1991				
E-mail: (Optional)	brett@kenaichamber.org						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input checked="" type="checkbox"/> Other <u>Non-Profit</u>						

Property Information

Legal or physical description of the property:  
**Moosemeat John Historic Cabin**

Description of the proposed business or activity intended: **To facilitate the Kenai Historical Society**

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

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

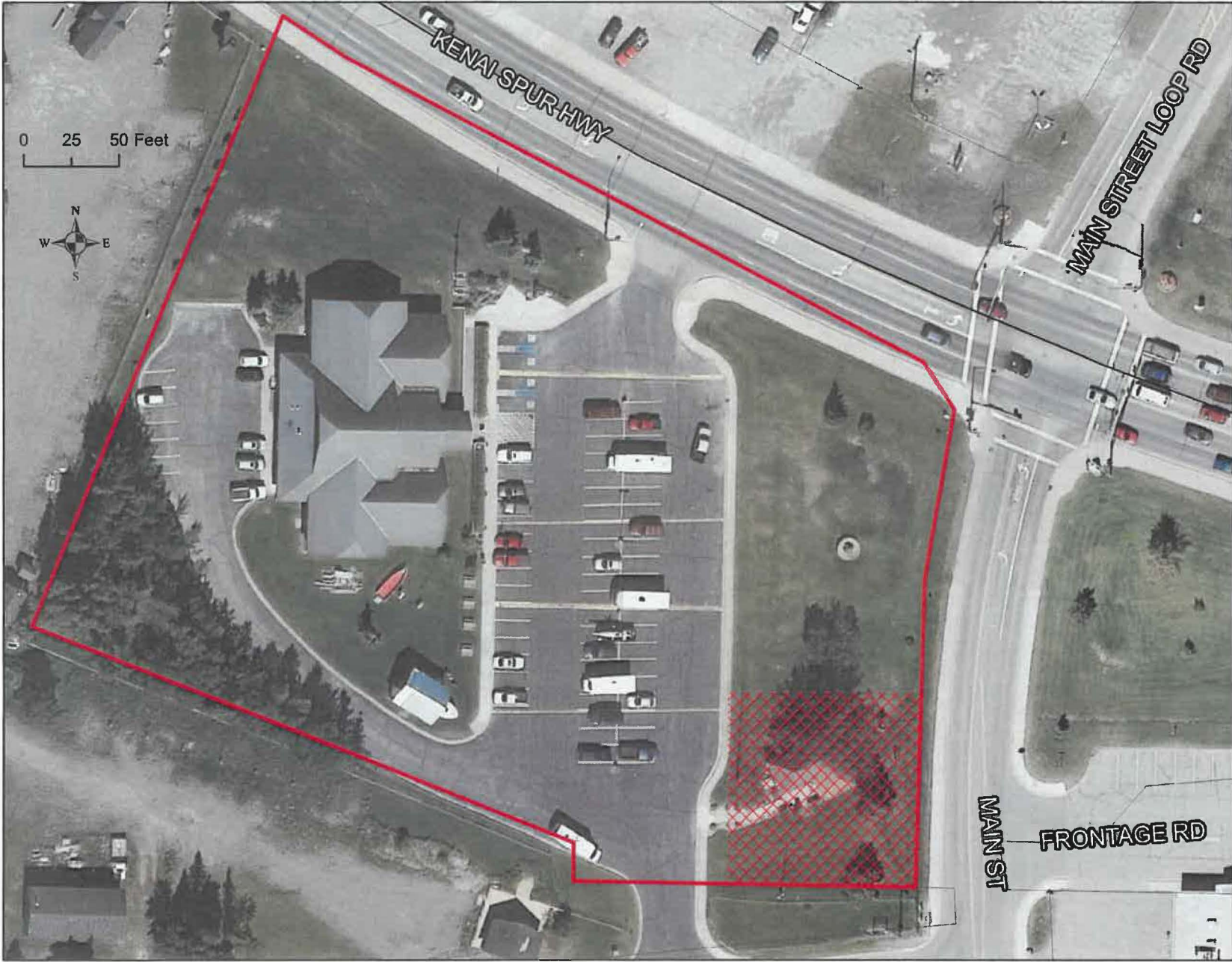
If you answered yes to any of the above questions, please explain:

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

Requested Starting Date: **6.30.2022**

Signature:	<i>Brett Perry</i>	Date:	<b>5-2-2022</b>
Print Name:	<b>Brett Perry</b>	Title:	<b>KCCVC Executive Director</b>

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:	_____



**Moosemeat John Cabin  
Special Use Permit**

**Southeast 100 ft x 100 ft  
portion of  
Lot 1, Gusty Subd,  
Addition No. 8**



The information depicted here on is for graphic representation only of the best available sources. The City of Kenai assumes no responsibility for errors on this map.



## SPECIAL USE PERMIT

The CITY OF KENAI (City), for the consideration, and pursuant to the conditions set out below, hereby grants the Kenai Chamber of Commerce and Visitor Center (PERMITTEE) the right to use the Premises, identified on the attached Exhibit A to this Permit, and described as:

The southeast 100 foot x 100 foot portion of Lot 1, Gusty Subdivision, Addition No. 8, Kenai Recording District, according to Plat No. 91-9, to use and operate the "Moosemeat John" Cabin.

1. **Use/Term.** Permittee shall have use of the Premises on the 31st day of July 2022 through the 30th day of July 2023.
2. **Fee.** The Permittee shall not be charged a fee for the use or privilege specified herein.
3. **No Exclusivity.** The use by the Permittee of the Premises is limited to the purposes specified herein and is not intended to grant any exclusive use to the described Premises except as otherwise provided herein. This use is also 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.
4. **Improvements.** Permittee shall not make any permanent improvements to the Premises.
5. **Preparation of Premises.** It is Permittee's responsibility to prepare the Premises and to assure itself to its own satisfaction that the Premises are safe for its purposes. The City does not make any warranty or guaranty of the suitability of the Premises for Permittee's intended purposes.
6. **Trash and Debris.** The Premises must be returned to its original condition at the end of each use. Clean up and/or repair charges beyond normal wear and tear will be billed to Permittee based upon cost of repair. Debris and trash shall be collected and removed from the Premises by Permittee. Permittee shall alert City (Parks and Recreation Department) of unsightly, unsanitary, dirty or other conditions on the Premises which exist prior to Permittee's use.
7. **No Alcohol or Illegal Substances.** No possession or consumption of alcoholic beverages, marijuana or illegal substances is permitted on the Premises.
8. **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.
9. **Personalty.** Any or all personal property placed or used upon lands or in facilities may be removed and/or impounded by the City, and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its invitees to the Premises.

10. **Assumption of Risk.** Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the Premises. 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.
11. **No Waiver.** Failure to insist upon a strict compliance with the terms, conditions, and requirements herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.
12. **Insurance.** Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.
- A.** Commercial General Liability Insurance, including Premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must 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.** All insurance required must meet the following additional requirements:
- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
  - ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
  - iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
  - iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
  - v. Evidence of insurance coverage must be submitted to City prior to any use.



ACKNOWLEDGMENTS

STATE OF ALASKA

) ss

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, the foregoing instrument was acknowledged before me by \_\_\_\_\_ (Title) on behalf of

\_\_\_\_\_

\_\_\_\_\_  
Notary Public for Alaska

My Commission Expires: \_\_\_\_\_

ATTEST:

---

Michelle M. Saner, MMC, City Clerk

SEAL:

APPROVED AS TO FORM:

---

Scott M. Bloom, City Attorney



## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**FROM:** Meghan Thibodeau, Deputy City Clerk  
**DATE:** June 30, 2022  
**SUBJECT:** **Restaurant Designation Permit**

---

The following establishments submitted an application to the Alcohol and Marijuana Control Office for a Restaurant Designation Permit:

- Griffin Golf Course LLC D/B/A Kenai Golf Course

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, a letter of non-objection to the Restaurant Designation Permit will be forwarded to the ABC Board and the applicants.

Your consideration is appreciated.

Submit

by Shellie Saner 6/8/2022 2:41:22 PM (Form Submission)

Approve

by Jeremy Hamilton 6/13/2022 9:09:41 AM (Fire Marshall Review)

- The task was assigned to Jeremy Hamilton. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:23 PM

Approve

by Scott Curtin 6/25/2022 5:38:15 PM (Building Official Review)

- The task was assigned to Scott Curtin. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:23 PM
- Shellie Saner reassigned the task to Scott Curtin 6/22/2022 3:16:26 PM

Approve

by Dave Ross 6/8/2022 2:44:53 PM (Police Department Review)

- The task was assigned to Dave Ross. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:23 PM

Approve

by Tina Williamson 6/8/2022 3:22:56 PM (Finance Asst Review)

- The task was assigned to Tina Williamson. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:24 PM

Approve

by Cindy Herr 6/13/2022 9:14:09 AM (Legal Asst Review)

■ No monies owed in traffic fines or restitution by Lara Griffin.

- The task was assigned to Cindy Herr. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:24 PM

Approve

by Ryan Foster 6/17/2022 6:44:27 AM (Lands Review)

- The task was assigned to Ryan Foster. The due date is: June 17, 2022 5:00 PM 6/8/2022 2:41:24 PM

Approve

by Terry Eubank 6/17/2022 8:59:36 AM (Finance Review)

- The task was assigned to Terry Eubank. The due date is: June 28, 2022 5:00 PM 6/17/2022 6:44:28 AM

Approve

by Scott Bloom 6/17/2022 9:02:33 AM (Legal Review)

- The task was assigned to Scott Bloom. The due date is: June 28, 2022 5:00 PM 6/17/2022 6:44:29 AM

Approve

by Ryan Foster 6/17/2022 6:44:58 AM (P&amp;Z Department Review)

- The task was assigned to Ryan Foster. The due date is: June 28, 2022 5:00 PM 6/17/2022 6:44:29 AM

# AMCO License Application

Date

## Establishment Information

---

### License Type

Restaurant Designation Permit

### Licensee

Griffin Golf LLC

### Doing Business As

Kenai Golf Course

### Premises Address

1420 Lawton Drive

### City, State

Kenai, AK

## Contact Information

---

### Contact Licensee

Lara Griffin

### Contact Phone No.

907-398-5215

### Contact Email

## Additional Contact Information

---

### Name

### Phone No.

### Email

## Documents

---

### File Upload

#5788 ab-03.pdf

5.1MB





**Alaska Alcoholic Beverage Control Board**

**Form AB-03: Restaurant Designation Permit Application**

**What is this form?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Griffin Golf LLC				
License Type:	Golf Course - seasonal	License Number:	5788		
Doing Business As:	Kenai Golf Course				
Premises Address:	1420 Lawton Drive				
City:	Kenai	State:	AK	ZIP:	99611
Contact Name:	Lara Griffin	Contact Phone:	(907) 398-5215		

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

1.  Dining after standard closing hours: AS 04.16.010(c)
2.  Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
3.  Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
4.  Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	100095087
Initials:	



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Minor Access**

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors are not allowed behind the counter where alcoholic beverages are kept. The clubhouse is not left unattended by an employee who is 21 years of age or older who has a current TAP card.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

The minor employed is not allowed to transport or have access to alcohol. Stored alcohol is locked up and no minor has access to the keys.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes  No

**Section 4 – DEC Food Service Permit**

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

If you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

LG

\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Hours of Operation**

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Open 7 days a week from 7am - 10pm

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes  No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Food and beverage service offered or anticipated is:

table service     buffet service     counter service     other

If "other", describe the manner of food and beverage service offered or anticipated:

Packaged foods and non-alcoholic beverages are self-serve



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

*LG*

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

*LG*

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

*LG*

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted. *(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)*

*LG*

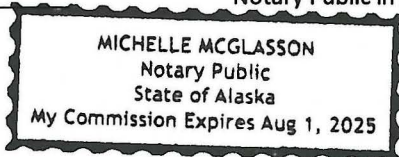
I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

*Lara J. Griffin*  
 Signature of licensee

*Michelle McGlasson*  
 Signature of Notary Public

*Lara J. Griffin*  
 Printed name of licensee

Notary Public in and for the State of *Alaska*



My commission expires: *Aug 1 2025*

Subscribed and sworn to before me this *19* day of *August*, 20*21*.

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied



Signature of local government official

Date

Printed name of local government official

Title



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

AMCO Enforcement Review: \_\_\_\_\_ Enforcement Recommendation: Approve Deny

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

\_\_\_\_\_  
Date

**Enforcement Recommendations:**

AMCO Director Review: \_\_\_\_\_ Approved Denied

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**

## Snack Bar

Hot Dog, Cheeseburger, Chicken Sandwich, Philly Cheese Steak \$5.00

Breakfast Sandwich \$4.00

Starbucks Frappuccino Mocha \$3.00

Bottled Soda \$2.50

Bottled Water \$1.50

Fountain Drink \$2.00

Candy \$1.50

Nuts, Trail Mix, Protein Bar \$2.00

Banana \$1.50

Muffin \$2.00

Chips \$1.00

## Alcohol Menu

Beer, Domestic \$4.50

Beer, Import or 16 oz. \$5.00

Wine \$5.00

Chelada 16 oz. \$6.00

Mikes Hard Lemonade or Hard Seltzer \$5.00

AMCO  
AUG 23 2021



# Alaska Food Code 2021 Establishment Permit

Division of Environmental Health  
Food Safety & Sanitation Program

Permit Number: 9350  
Issued to: **GRIFFIN GOLF LLC**  
For: **Kenai Golf Course**  
For Operation of: **FN-1 Limited Food Service**  
Located at: **1420 Lawton DR Kenai, AK 99611**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:  
**December 31, 2021**

Program Manager:  
*Amanda S. [Signature]*

**If you have questions or concerns regarding  
safe food handling practices call toll free:**

1-877-SAFE-FOOD

**(in Anchorage call 334-2560)**



AMCO

AUG 23 2021

FORM CONTROL

0449

# LIQUOR LICENSE 2021 - 2022

## 5788

**ISSUED**

**4/19/2021**

**ABC BOARD**

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE:

Golf Course – Seasonal

**April 15 - October 15**

LICENSE FEE:

\$200.00

1201

CITY / BOROUGH:

Kenai

Kenai Peninsula Borough

D/B/A:

**Kenai Golf Course  
1500 Lawton Drive**

Mail Address:

**Griffin Golf, LLC  
P.O. Box 289  
Kenai, AK 99611**

This license cannot be transferred without permission  
of the Alcoholic Beverage Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

AMCO

AUG 23 2021



**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**KENAI GOLF COURSE**

P.O. BOX 289, KENAI, AK 99611

owned by

GRIFFIN GOLF, LLC

is licensed by the department to conduct business for the period

October 30, 2020 to December 31, 2022  
for the following line(s) of business:

71 - Arts, Entertainment and Recreation



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner

AMCO

AUG 23 2021



Alcohol and Marijuana Control Board  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

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

Yes      No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

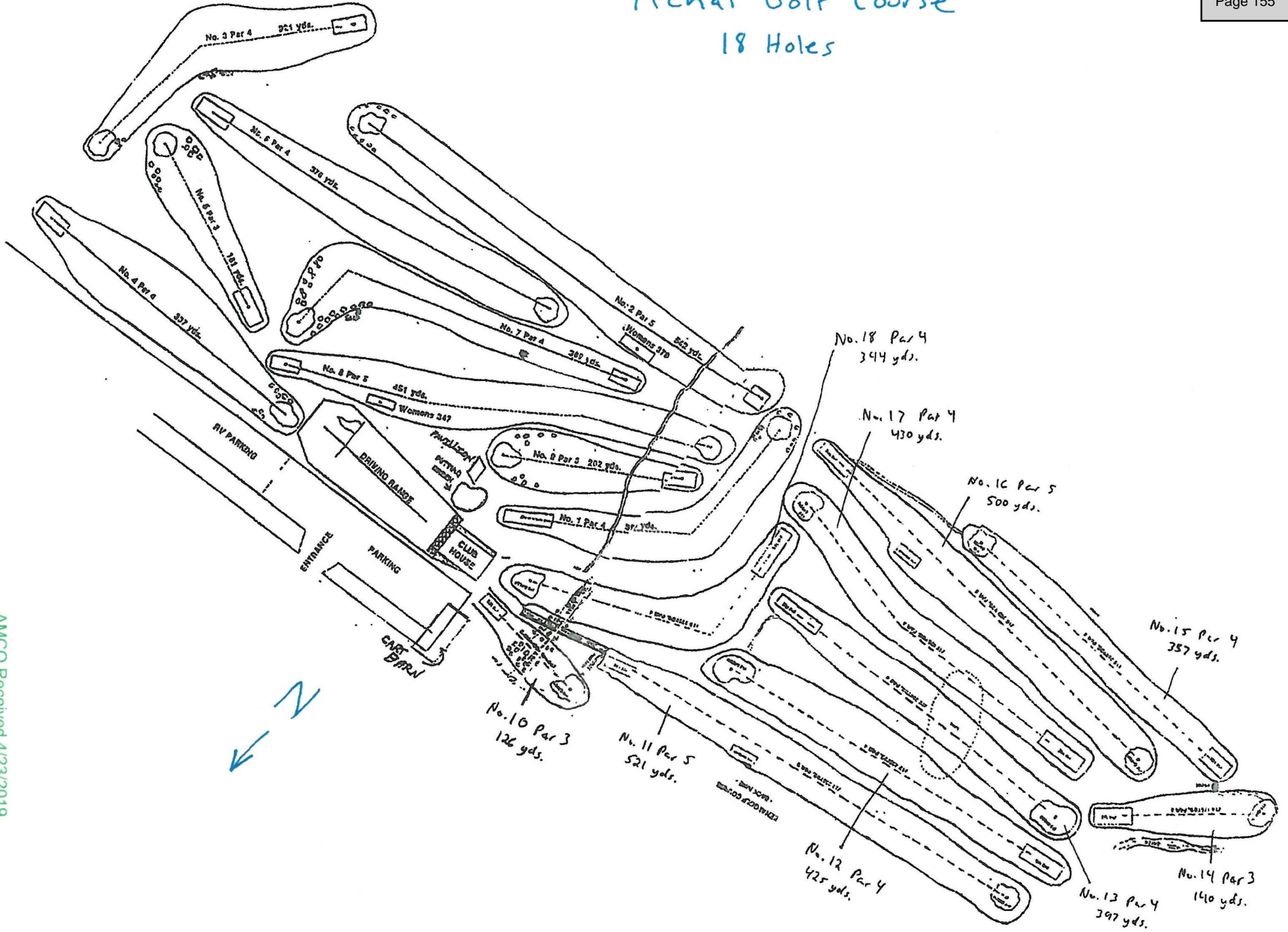
    

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

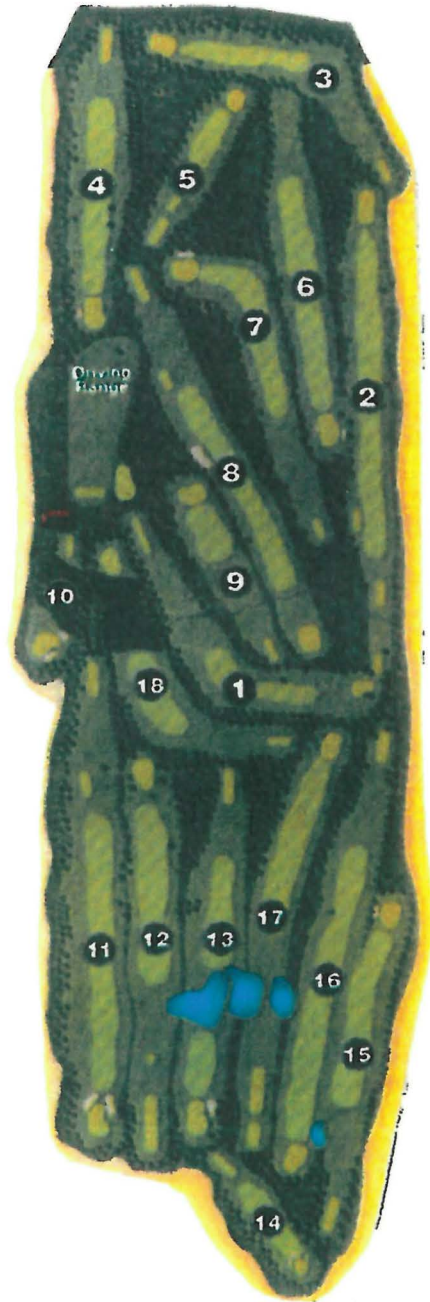
Licensee:	Griffin Golf, LLC	License Number:	5788
License Type:	Golf Course		
Doing Business As:	Kenai Golf Course		
Premises Address:	1500 Lawton Dr.		
City:	Kenai	State:	AK      ZIP: 99611

# Kenai Golf Course 18 Holes



**KENAI GOLF COURSE - 18 HOLES**

HOLE	YARDAGE	PAR
1	355	4
2	549	5
3	323	4
4	322	4
5	187	3
6	384	4
7	376	4
8	470	5
9	207	3
10	126	3
11	521	5
12	425	4
13	397	4
14	140	3
15	357	4
16	500	5
17	430	4
18	344	4



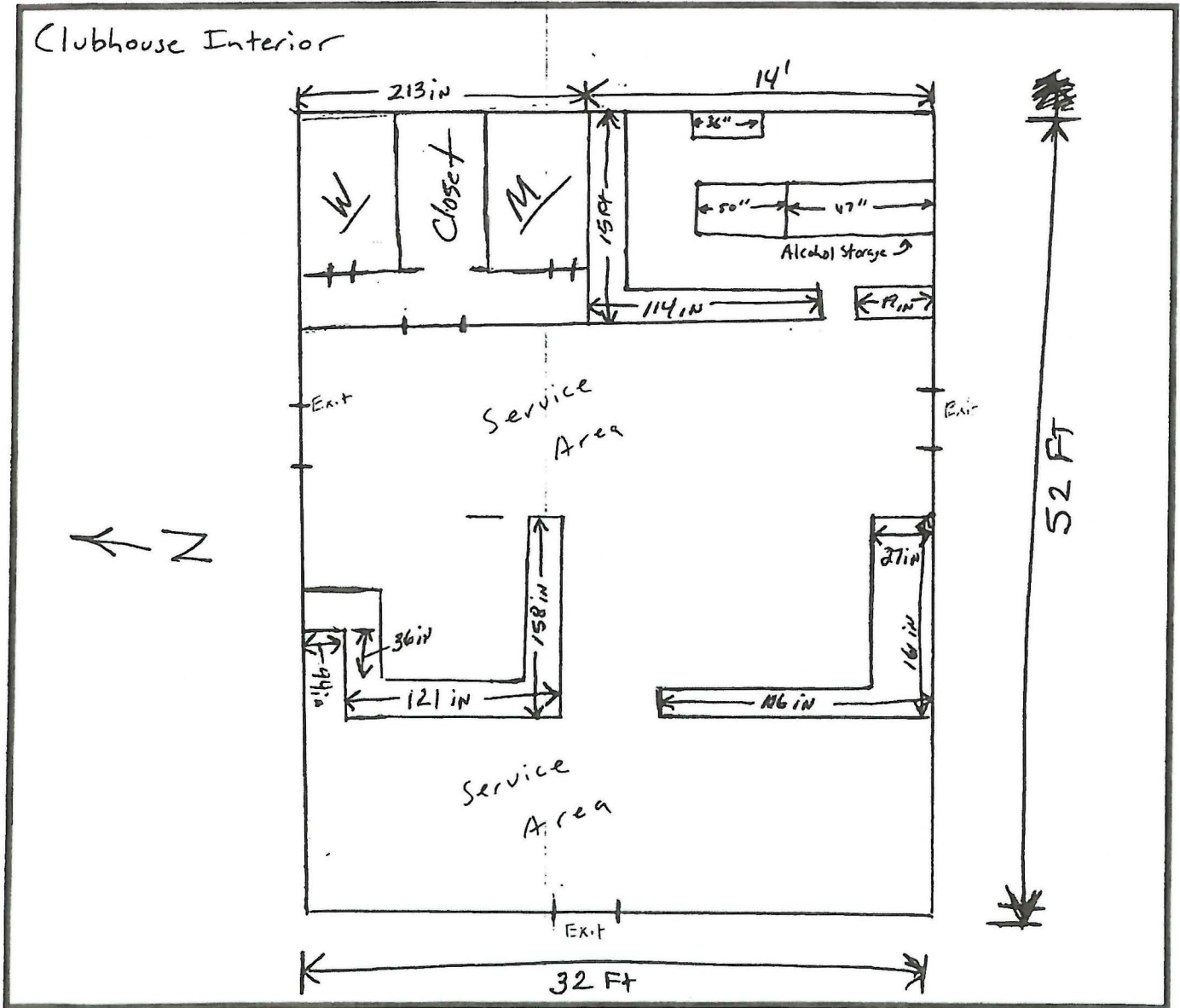


Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
https://www.commerce.alaska.gov/web/amco  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board  
**Form AB-02: Premises Diagram**

**Section 2 - Detailed Premises Diagram**

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



### Security and Storage Statement

All alcoholic beverages will be securely stored behind the counter inside the clubhouse building within staff controlled areas with no public access allowed. The staff area is chained off to prevent access by the public. Alcohol will be served to patrons at the clubhouse and consumed within the clubhouse or on the grounds of the course itself per the terms of the seasonal golf course license.

At least one employee will always be on hand at the clubhouse to ensure there is no unauthorized access to the alcohol storage areas. Signs indicating video surveillance are placed around the property to deter minors and others from unauthorized access to the premises during closed hours. The clubhouse is routinely locked down upon closing. Golf course staff routinely patrol the course during their regular maintenance activities.

The course itself is generally bounded by private property to the north along Lawton Drive and uninhabited lowlands to the east and south. The west side backs up to city park lands. As a lessee of a public entity, Griffin Golf, LLC is not able to erect physical barriers around the property boundaries. Signs are, or will be, placed indicating the boundaries of the golf course property along potential access points off Lawton Drive and the park areas to the west. These signs will indicate that alcohol cannot be brought into or out of the designated property.

Menu

- Hot Dog
- Cheeseburger
- Pilly CheeseSteaks sandwich
- Breakfast Sandwich
- Chips
- Nuts
- Trailmix
- Candybars
- Gum
- Soda
- Water
- Powerade
- Ice Tea
- Coffee
- Beer
- Wine
- Cider
- Muffins
- Bananas

MAR 13 2019

AMCO



# Office of the Borough Clerk

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

Johni Blankenship, MMC  
Borough Clerk

6/8/2022

**Sent via email:** [cityclerk@kenai.city](mailto:cityclerk@kenai.city)

Kenai City Hall  
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	Griffin Golf, LLC
Business Name	:	Kenai Golf Course
License Type	:	Golf Course
License Location	:	1500 Lawton Drive, Kenai, AK 99611, City of Kenai
License No.	:	5788
Application Type	:	Restaurant Designation Permit

Dear Ms. Saner,

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/JS

Encl.

cc: [griffingolf2019@gmail.com](mailto:griffingolf2019@gmail.com);





Sponsored by: Administration

**CITY OF KENAI  
ORDINANCE NO. 3296-2022**

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATIONS TO THE KENAI COMMUNITY LIBRARY FOR THE PURCHASE OF LIBRARY MATERIALS.

---

WHEREAS, the Kenai Community Library received monetary donations through the Friends of the Kenai Community Library totaling \$3,500; and,

WHEREAS, \$500 on behalf of the Pioneers of Alaska will be spent on large print books and other items to support the needs of library users with visual impairments; and,

WHEREAS, \$3,000 on behalf of various donors will be spent on print and digital collection items, as well as supplies for the Library’s Library of Things Collection; and,

WHEREAS, acceptance of these donations to further the mission of the Kenai Community Library is in the best interest of the City and its residents.

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

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

**Section 2.** That the following budget revision is authorized:

General Fund:

Increase Estimated Revenues –	
Donations - Library	<u>\$3,500</u>
 Increase Appropriations –	
Books - Library	\$3,000
Operating & Repair Supplies	<u>500</u>
	<u>\$3,500</u>

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


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3<sup>RD</sup> DAY OF AUGUST, 2022.

Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Approved by Finance: 

Introduced:	July 6, 2022
Enacted:	August 3, 2022
Effective:	August 3, 2022



# KENAI

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

## MEMORANDUM

**TO:** Mayor Gabriel and Council Members  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Katja Wolfe, Library Director  
**DATE:** June 28, 2022  
**SUBJECT:** **Donations to the Kenai Community Library**

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The purpose of this memo is to request acceptance and appropriation of \$3,500 from various donors through the Friends of the Kenai Community Library to be spent on the following:

- \$500 on behalf of the Pioneers of Alaska on large print books and other items to support the needs of library users living with visual impairments
- \$3,000 on behalf of various donors on print and digital collection items, as well as supplies for the “Library of Things Collection”

We appreciate the generosity of the donors!

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI  
ORDINANCE NO. 3297-2022**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE 7.15.090 - DISPOSAL OF SURPLUS OR OBSOLETE MATERIALS AND EQUIPMENT, TO ALLOW FOR THE POLICE DEPARTMENT TO DISPOSE OF CERTAIN SURPLUS AND OBSOLETE MATERIALS WITHOUT ADVERTISEMENT, PUBLIC OPPORTUNITY, OR PROCEDURES TO OBTAIN THE HIGHEST PRICE.

WHEREAS, Kenai Municipal Code 7.15.090 - Disposal of surplus or obsolete materials and equipment, generally requires (with the exception of library collection materials) that City supplies, materials and equipment that are surplus or obsolete must be advertised and disposed of in a manner available to the public and designed to obtain the highest price or benefit to the City; and,

WHEREAS, the Police Department often has specialized equipment that is not suitable for public use; and,

WHEREAS, the Police Department has firearms, ammunition and other tools used in law enforcement or that have been otherwise obtained, that once surplus and obsolete should only be sold or traded through licensed dealers or sold, traded or donated to other law enforcement agencies; and,

WHEREAS, additionally, the Police Department often has possession of bicycles that are surplus or obsolete and can be used by local non-profits or other government entities; and,

WHEREAS, amending Kenai Municipal Code to allow for the sale or donation of certain items in possession of the Police Department without advertising, making the items available to the public or sale to the highest bidder is in the best interest of the City.

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

**Section 1.** Amendment of Section 7.15.090 of Kenai Municipal Code: That Kenai Municipal Code, Section 7.15.090. Disposal of surplus or obsolete materials and equipment, is hereby amended as follows:

**7.15.090 Disposal of surplus or obsolete materials and equipment.**

- (a) Except as provided in in subsection (c) and (d) of this section, the City Manager may authorize the sale, trade, or disposal by other means of surplus or obsolete supplies, materials and equipment no longer needed by the City with an estimated value of fifty thousand dollars (\$50,000.00) or less. All sales, trades or disposals of surplus or obsolete property must be advertised in a manner reasonably designed to reach prospective buyers, must be made available to the public and must be disposed of in a manner reasonably designed to obtain the highest price or benefit for the City. All departments of the City shall be notified of the availability of surplus or obsolete goods at least ten (10) business days prior to the goods being made available for purchase, trade or transfer to a non-City entity. The City Manager must make a written report to the City Council of all surplus or obsolete goods within thirty (30) days of sale, trade or disposal of surplus or obsolete goods.
- (b) The sale, trade or disposal by other means of surplus or obsolete supplies, materials and equipment no longer needed by the City with an estimated value of greater than fifty thousand dollars (\$50,000.00) must be approved by resolution of the City Council.

(c) Collection materials removed by the Library Director pursuant to the library’s collection development policy may be sold, traded or otherwise disposed of in any manner deemed appropriate by the Library Director as long as the sale, trade or disposal is in the best interest of the library. Within thirty (30) days of the end of each fiscal year, the Library Director shall provide a full accounting to the City Manager and Council of all materials sold, traded or otherwise disposed of the prior fiscal year.

(d) Certain items in the possession of the Police Department, detailed below, may be disposed of at the direction of the Police Chief and pursuant to Department Policy when determined by the Police Chief that the disposal is in the best interest of the City. The Police Chief shall provide a full written accounting to the City Manager and Council within 30 days of disposal of the following items:

(1) Firearms in the possession of the Police Department that have either been purchased, obtained through forfeiture, are unclaimed property, or have otherwise come into the possession of the police department may be traded or sold by the Department through a competitive process to a licensed firearms dealer, and may be exchanged for other firearms, law enforcement equipment, or supplies.

(2) Various other law enforcement related equipment and supplies (examples: Tasers, Taser cartridges, body cameras, portable breath testers, batons, less lethal equipment, munitions, police radios, etc.) that have been determined to be surplus may be sold or traded. Such items may also be sold, traded, or donated to other government entities.

(3) Bicycles in the possession of the police department that have been purchased, obtained through forfeiture, are unclaimed property, or have otherwise come into the possession of the Police Department may be donated by the Department to local charitable organizations that have expressed interest.

([d]e) All ethical and conflict of interest provisions provided by City ordinance, resolution, policy, or regulation must be fully complied with in all sales, trades, or disposals.

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

**Section 3. Effective Date:** That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3<sup>RD</sup> DAY OF AUGUST, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Introduced: July 6, 2022  
Enacted: August 3, 2022  
Effective: September 2, 2022



## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** David Ross, Police Chief  
**DATE:** June 10, 2022  
**SUBJECT:** Ordinance No. 3297-2022, Amending KMC 7.15.190.

This ordinance addresses proposed changes to KMC 7.15.190 that will allow the Police Department to dispose of specific property in its possession in accordance with these sections of KMC and in accordance with Police Department policy that will be put in place upon approval of this ordinance. This section of KMC recognizes that certain items in the possession of the police department may not be best suited to be disposed of in the same manner as other surplus government equipment and supplies.

Proposed KMC section 7.15.090(d)(1) will deal with the disposal of firearms in the possession of the Police Department. There are a number of firearms dealers that specifically bid on lots of guns in police possession and that is typically how KPD has disposed of firearms in the past. This section of KMC specifically authorizes that method of disposal and would not require other Council action at the time of disposal.

Proposed KMC section 7.15.090(d)(2) will deal with various other law enforcement supplies and equipment. Many of these items, such as those given as examples in the proposed KMC section, are best suited to sell or trade for other specific law enforcement equipment, often for upgraded equipment through the dealer or seller of the original products. In other circumstance the equipment or supplies are surplus to the Kenai Police Department but may be of value to other law enforcement agencies or government entities that can make efficient use of them.

Proposed KMC section 7.15.090(d)(3) will deal with disposal of bicycles. Bicycles available for disposal by the Police Department have historically gone to auction in large lots under existing provisions of KMC. Through specific Council action in the past the City has donated some of those bikes to certain organizations, like Mountain View Elementary. The Police Department was also recently approached by the Henu Community Wellness Court for the potential future donation of bicycles to assist participants in their program that may benefit from that form of transportation. This new section of KMC will allow the Police Department to work with local charitable organizations and do so in timely manner.

These KMC changes would allow the Police Department to develop appropriate policy for the disposal of these items and give the Police Chief discretion for making these disposals in the best interest of the Department and City. All disposals of property under these proposed provision of KMC will be reported to the City Manager and Council. A copy of the draft Police Department Policy to be implemented on approval of the ordinance is attached.

I am respectfully requesting consideration of this ordinance amending KMC.

**KENAI POLICE DEPARTMENT  
PROCEDURES**



**Title: Disposal of Surplus Equipment and Supplies**

**Chapter: 1.102**

**Date Issued: DRAFT POLICY**

**Revised: 06/09/22**

**I. PURPOSE**

The purpose of this policy is to establish procedures for disposal of certain property in the possession of the police department in accordance with Kenai Municipal Code (KMC) section 7.15.090.

**II. POLICY**

The Kenai Police Department comes into the possession of property that is determined to be surplus or obsolete and the retention of the property is no longer required. The majority of 'regular' business equipment and supplies must be disposed of in accordance with KMC 7.15.090(a) as is the practice in other City Departments. Some special circumstances exist under KMC 7.15.090(d) and those are delineated in this policy with procedures for their disposal.

**III. PROCEDURE**

**A. Firearms Disposal**

Firearms may come into the possession of the police department through purchase, forfeiture, unclaimed property, or by other means. When it is determined that those firearms are no longer needed by the police department and their retention is not required by law or potential legal proceedings the following procedures will be followed for their disposal.

1. A list of firearms available for disposal will be provided to the Police Chief for approval for disposal.
2. At least three licensed firearms dealers must be contacted and given an opportunity to bid on the list of disposed items, which is commonly done by the offering of a direct trade or store credit.

# KENAI POLICE DEPARTMENT PROCEDURES



3. The department must evaluate those bids in regards to filling the needs of the department for replacement equipment and supplies, and in regards to the financial benefit to the City.
4. If the Police Chief authorizes the Trade/Sale of Firearms, a report of such trade/sale to the City Manager and Council within 30 days must be made.
5. Nothing in this policy is intended to prevent the destruction of firearms, when that is determined to be the most appropriate action.

## **B. Disposal of Law Enforcement Related Equipment and Supplies**

Certain law enforcement specific equipment or supplies that are deemed surplus or obsolete are better suited for specific trades, sales, or donations rather than public sales (Examples: Tasers, Taser cartridges, body cameras, portable breath testers, batons, less lethal equipment, munitions, police radios, etc.). The following procedures must be followed for the disposal of those items.

1. A list of items available for disposal must be provided to the Police Chief for approval for disposal.
2. When reasonable, multiple quotes should be obtained when trading or selling law enforcement equipment or supplies to business entities.
3. When law enforcement equipment or supplies are deemed surplus or obsolete to the Kenai Police Department, but determined to have value to other law enforcement or government entities, the police department will accept and consider requests for those materials to be sold, traded, or donated.
4. The Police Chief must give final authorization for any disposal under this section, and provide a report of such disposal to the City Manager and Council within 30 days.

## **C. Disposal of Bicycles**

It is common for the police department to come into possession of bicycles, most commonly from 'found property' that is held for at least a year and not claimed by the owner. At the discretion of the Police Chief the procedures below may be followed to transfer bicycles to a charitable organization.



**KENAI POLICE DEPARTMENT  
PROCEDURES**



1. A list of bicycles, or individual bicycles, available for disposal must be provided to the Police Chief and approved for disposal.
2. Charitable organizations may make requests for bicycles, or KPD may reach out and solicit interest.
3. The Police Chief must give final authorization for the transfer of bicycles from the police department to charitable organizations, giving due consideration to the benefits to both the organization and to the City. The Police Chief will provide a report of such bicycle disposal to the City Manager and Council within 30 days.

KPD

A handwritten signature in black ink, appearing to read "DR", is positioned above the printed name of the Chief of Police.

David Ross  
Chief of Police



Sponsored by: Administration

**CITY OF KENAI  
ORDINANCE NO. 3298-2022**

AN ORDINANCE ENACTING KENAI MUNICIPAL CODE CHAPTER 14.30-FLOODPLAIN MANAGEMENT, WITHIN TITLE 14-PLANNING AND ZONING, TO REGULATE LAND USE WITHIN THE FLOOD PLAIN AND AUTHORIZING THE CITY TO PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM.

WHEREAS, the Council expressed its intent to participate in the National Flood Insurance Program (NFIP) via Resolution 2022-13; and,

WHEREAS, participation in the NFIP is a requirement for the City to work with the US Army Corps of Engineers to complete the City's bluff erosion project; and,

WHEREAS, the City has the authority to enact and enforce regulations regarding the NFIP as a home rule municipality within the State of Alaska; and,

WHEREAS, participating in the NFIP will benefit affected property owners through the availability of more affordable flood insurance; and,

WHEREAS, the purpose of this ordinance is to promote public health, safety and general welfare, and to minimize public and private losses due to flooding in flood hazard areas; and,

WHEREAS, it is in the best interest of the City and its residents to join the NFIP.

WHEREAS, at its meeting on \_\_\_\_ (date) the Planning and Zoning Commission recommended \_\_\_\_\_.

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

**Section 1.** Enactment of Chapter 14.30 of Kenai Municipal Code: That Kenai Municipal Code, Chapter 14.30 Flood Plain Management, is hereby enacted as follows:

**CHAPTER 14.30. FLOODPLAIN MANAGEMENT**

**14.30.010. Findings of Fact and Statement of Purpose.**

- A. Findings. The flood hazard areas of the City of Kenai are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Flood losses may be caused by the cumulative effect of obstructions in flood hazard areas which increase flood heights and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage, also contribute to flood loss.
- B. Statement of Purpose. It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

1. To protect human life and health;
2. To minimize expenditure of public money and costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
6. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
7. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
8. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
9. Participate in and maintain eligibility for flood insurance and disaster relief.

#### **14.30.015. Methods of Reducing Flood Loss.**

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

#### **14.30.030. General Provisions.**

- A. *Lands to Which this Chapter Applies.* This chapter shall apply to all flood hazard areas within the City of Kenai.
- B. *Basis for Establishing Flood Hazard Areas.* Flood hazard areas are identified as follows:  

The areas of special flood hazard identified by the federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study" applicable to the City of Kenai in its most recent adopted version (October 20,2016 titled "Flood Insurance Study for the Kenai Peninsula Borough, Alaska and Incorporated Areas") and any subsequent revisions thereto, with accompanying Flood Insurance Maps and revisions thereto. The Flood Insurance Study is on file at the City of Kenai administrative offices. The best available information for flood hazard area identification provided in this Chapter will be the basis for regulation until a new FIRM is issued.
- D. *Warning and Disclaimer of Liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood

damages. This chapter shall not create liability on the part of the City of Kenai, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

- E. *Noncompliance—Enforcement.* Structures and activities which are not permitted or allowed by this chapter are prohibited. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements shall be enforced by the remedies set forth in KMC 14.20 including any injunctive remedies allowed by law. Each day a violation continues is a separate violation.
- F. *Abrogation and greater Restrictions.* This Ordinance is not intended to repeal, abrogate, or impair any existing easements or deed restrictions. However, where this ordinance is more stringent, it must be complied with.
- G. *Interpretation.* In the interpretation and application of this ordinance, all provisions are considered minimum requirements, liberally construed in favor of the City and do not limit or repeal and other powers granted under state statutes.

**14.30.040. Administration.**

A. *Development Permit Required.* A development permit shall be obtained before construction or development begins within flood hazard areas established or incorporated into this Chapter. Whether or not a project or activity meets the definition for "development" under this Chapter is subject to a final written determination made by the planning department after consultation with the applicant. The permit shall be for all structures (including manufactured homes) and for all other development including fill and other activities. Application for a development permit shall be made on forms furnished by the City and shall include but not be limited to the following: plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; logging, placement of storage tanks (fuel or other), existing or proposed structures, substantial improvements of existing structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- 1. For A Zones (A, A1-30, AE, AH, AO):
  - a. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures. In Zone AO, elevation of existing highest adjacent grade and proposed elevation of lowest floor of all structures;
  - b. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
  - c. Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria for non-residential construction; and
  - d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- 2. For V Zones (VE, V1-30 and V):
  - a. Proposed elevation in relation to mean sea level of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all structures, and whether such structures contain a basement;
  - b. Base Flood Elevation data for subdivision proposals or other development, including manufactured home parks or subdivisions, greater than 50 lots or 5 acres, whichever is the lesser; and

- c. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- B. *Designation of the Floodplain Administrator.* The Planning Director or his / her designee is appointed to administer and implement this Chapter by granting or denying development permit applications in accordance with its provisions.
- C. *Duties and Responsibilities of the Planning Department.* Duties of the planning department shall include but not be limited to the following:
1. *Permit Application Review.*
    - a. Review all development permit applications to determine that the permit requirements have been met;
    - b. Review all development permit applications to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required;
    - c. Review all development permit applications to determine if the proposed development is located in the floodway. If located in the floodway, assure that all provisions of this Chapter are met.
  2. *Issue Permit.*
    - a. Upon determination that the submitted and recorded information connected with the permit application meets the terms of this chapter, the planning department shall issue a floodplain development permit to the original applicant. If the project involves the construction of a residential structure in a special flood hazard area, the planning department floodplain management office will issue an initial permit based on the building plans in the application. A final permit will be issued after the applicant submits an elevation certificate and floodplain management staff determines that the building is in compliance with all floodplain regulations.
    - b. The floodplain development permit shall be valid until the expiration date provided that the start of construction occurs within 180 days of the permit issue date. If construction does not begin within this time period, the permit will expire 180 days from the issue date. The planning department floodplain management office shall be notified at least three days prior to start of construction for possible site inspection and notice-to-proceed.
    - c. The floodplain development permit is not assignable without permission from the planning department.
  3. *Use of Other Base Flood Data.* When base flood elevation data has not been provided in accordance with the provisions of this Chapter, the planning department shall obtain, review, and reasonably utilize any base flood and floodway elevation data available from a federal, state or other source, in order to administer the requirements of this Chapter.
  4. *Information to be Obtained and Maintained.*
    - a. Where base flood elevation data is provided through the Flood Insurance Study or is otherwise required, actual elevation as submitted (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement must be recorded;
    - b. For all new or substantially improved floodproofed structures:
      - i. Record the actual elevation as submitted (in relation to mean sea level), and
      - ii. Maintain the flood proofing certifications required by this Chapter;

- c. Maintain for public inspection all records pertaining to the provisions of this chapter in perpetuity.

5. *Notification to Other Entities*

- a. Whenever a watercourse is to be altered or relocated, notify adjacent communities and the State Coordinating Office prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means, and assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
- b. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
- c. Notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

6. *Remedial Actions.* Take actions on violations of this ordinance as required in Chapter.

7. *Alteration of Watercourses.*

- a. Notify adjacent communities and the Department of Community and Regional Affairs prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- b. Require that the flood carrying capacity within altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that flood carrying capacity is not diminished. Require compliance with all other sections of this Chapter.

8. *Fee Required.* The planning department shall charge fees for permits and exceptions. Fees shall be the amount listed in the most current Schedule of Rates, Charges and Fees to be paid by the applicant at the time that the floodplain development permit application is submitted.

**14.30.050. Standards.**

A. *General Standards.* In all flood hazard areas, the following standards are required:

1. *Anchoring.*

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- b. All manufactured homes must be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

2. *Construction Materials and Methods.*

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

- c. Electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. Within Zones AH or AO, adequate drainage paths shall be constructed around structures or slopes to guide floodwaters around and away from proposed structures.

3. *Utilities.*

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and,
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. *Subdivision Proposals.*

- a. All subdivision proposals shall be consistent with the need to minimize flood damage.
- b. All proposed improvements such as water, sewer, natural gas, telephone and electrical facilities shall be located and constructed in a manner which will minimize damage in the event of a flood.
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- d. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals which contain 50 lots or 5 acres, whichever is less. The floodplain requirements for subdivision plats, detailed in this Chapter, apply to all subdivision proposals.
- e. It is the responsibility of the subdivider to provide all necessary information regarding flood protection measures at the time the preliminary plat is presented for consideration by the planning commission.

5. *Review of Development Permits.* Where elevation data is not available, applications for development permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding and will minimize adverse impacts to neighboring properties. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available.

B. *Specific Standards.* In Zone A, AE, A1-30, Ah and AO, as set forth by this Chapter, the following provisions are required:

1. *Residential Construction.*

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the Flood Protection Elevation.
- b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- i. A minimum of two openings located on separate walls and having a total net area of not less than 1 square inch for every square foot of enclosed space subject to flooding shall be provided.
  - ii. The bottom of all openings shall be no higher than 1 foot above grade.
  - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
  - iv. Enclosed areas below the Flood Protection Elevation must be unfinished and usable only for parking, access or storage of materials easily moved during a flood event.
  - v. Before a final floodplain development permit is issued by the planning department for a residential structure with enclosed areas below the base flood elevation, the owners shall sign a non-conversion agreement stating that the enclosed space shall remain in compliance with this Chapter. The non-conversion agreement shall be recorded by the City of Kenai placing future buyers of properties on notice of the hazards of enclosed spaces below the Flood Protection Elevation and the requirements to keep the permitted structure compliant with City of Kenai floodplain regulations.
- c. For zones AH, AO, drainage paths are required around structures on slopes to drain floodwaters away from proposed structures.
- d. A garage attached to a residential structure, constructed with the garage floor slab below the Flood Protection Elevation, must be designed to allow for the automatic entry and exit of flood waters.
- e. For A Zones (A, AE, A1-30, AH, AO):

Residential construction, new or substantial improvement, shall have the lowest floor, including basement, elevated to or above the Base Flood Elevation.

- i. In a Zone AO, the Base Flood Elevation is determined from the FIRM panel as the depth number specified. If no depth is specified, the required elevation is at minimum two (2) feet above highest adjacent grade.
- ii. In a Zone A where the Base Flood Elevation has not been determined, the Base Flood Elevation is determined locally by the criteria set out in this Chapter. A minimum of 2 feet above highest adjacent grade may result in a lower insurance premium.
- iii. In Zones AE, A1-30, and AH, the Base Flood Elevation is determined from the FIS and/or FIRM.
- iv. A garage attached to a residential structure, constructed with the garage floor slab below the Base Flood Elevation, must be designed to allow for the automatic entry and exit of flood waters.

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

- f. For V Zones (VE, V1-30 and V):

Residential construction, new or substantial improvement, shall:

- i. Be located landward of the reach of mean high tide;
- ii. Have the bottom of the lowest structural member of the lowest floor (excluding pilings and columns), elevated to or above the Base Flood Elevation;
- iii. Have the pile or column foundation and structure attached thereto be anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used



shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards;

- iv. Have the space below the lowest floor, usable solely for parking of vehicles, building access, or storage, either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot;
- v. Prohibit the use of fill for structural support of buildings; and
- vi. Prohibit man-made alteration of sand dunes and mangrove stands.

A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this Section.

Upon completion of construction, certification by a registered professional engineer or architect that these design standards have been satisfied, and certification by a registered professional engineer or surveyor that the elevation requirements of the bottom of the lowest structural member of the lowest floor, excluding pilings and columns, of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

2. *Nonresidential Construction.* New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:
- a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the official planning department.
  - d. Have the space below the lowest floor, usable solely for parking of vehicles, building access, or storage, either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot;
  - e. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are 1 foot below the floodproofed level (e.g. a building constructed to the base flood level will be rated as 1 foot below that level).
  - f. For zones AH, AO, and areas of the SMFDA, drainage paths are required around structures on slopes to drain floodwaters away from proposed structures.
  - g. For A Zones (A, AE, A1-30, AH, AO):

Non-residential construction, new or substantial improvement, shall have the lowest floor either elevated to conform with this non-residential requirements.

Or, together with attendant utility and sanitary facilities,

- i. Be floodproofed below the elevation recommended so that the structure is watertight with walls substantially impermeable to the passage of water; and
- ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice meeting the provisions listed above.

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification; or certification by a registered professional engineer or architect that the floodproofing design of this section is satisfied, including the specific elevation in relation to mean sea level to which such structures are floodproofed, shall be provided to the Floodplain Administrator for verification.

h. For V Zones (VE, V1-30, V):

Floodproofing of non-residential structures is prohibited. All structures must be elevated and constructed according to the requirements set forth for non-residential construction.

3. *Manufactured Homes.* All manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection (A)(1) of this section.
4. *Recreational vehicles.* Recreational vehicles that are placed on sites within a Special Flood Hazard Area as identified by the current effective FIRM or DFIRM panel are required to either:
  - a. Meet the requirements of Chapter, or
  - b. Be on the site for fewer than 180 consecutive days, or
  - c. Be fully licensed and ready for highway use, on its wheels or jacking system, and attached to the site only by a quick disconnect type utilities and security devices.
5. *Appurtenant Structures (Detached garages and Storage Structures).*
  - a. For A Zones (A, AE, A1-30, AH, AO):

Appurtenant structures used solely for parking of vehicles or storage may be constructed such that the floor is below the Base Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:

- i. Use of the appurtenant structure must be limited to parking of vehicles or storage;
- ii. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- iii. The appurtenant structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- iii. Any machinery or equipment servicing the appurtenant structure must be elevated or floodproofed to or above the Base Flood Elevation;
- iv. The appurtenant structure must comply with floodway encroachment provisions; and

- v. The appurtenant structure must be designed to allow for the automatic entry and exit of flood waters.

Detached garages, storage structures and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards as required for A zones.

Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

- b. For V Zones (VE, V1-30 and V):

Floodproofing of non-residential structures is prohibited. All structures must be elevated and constructed according to the requirements set forth for residential construction.

- i. *Before regulatory floodway.* In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Special Flood Hazard Area zones AE, A1-A30 as identified in the current effective FIRM or DFIRM panel at that location unless the applicant demonstrates in the application that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.
  - ii. *Fuel storage tanks.* Any fuel storage tanks shall be elevated above the base flood elevation or made watertight and anchored to resist flotation, collapse, and lateral movement. The tank must also be installed within an impervious containment basin of a size sufficient to contain 110 percent of storage capacity plus 12 inches of freeboard.
  - iii. *Logging or clearing.* Within any special flood hazard area of the current effective FIRM or DFIRM, logging or clearing may not increase runoff and/or erosion to such levels that it may significantly damage the floodplain function, riparian habitat or wetlands.
  - iv. *Floodways.* Located within flood hazard areas established in this Chapter are areas designated as floodways. Since the floodway is an extremely hazardous area due to erosion potential and the velocity of floodwaters which carry debris, the following provisions apply:
    - 1. All encroachments, including fill, new construction, substantial improvements, and other development are prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
    - 2. If subdivision (1) of this subsection is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
    - 3. Encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations may be permitted, provided that the City first applies for and fulfills the requirements for a Conditional Letter of Map Revision (CLOMR), and receives approval from the Federal Insurance Administrator to revise the FIRM and FIS in accordance with Notification to Other Entities (B)
- D. Coastal High Hazard Areas. Where FEMA has identified coastal high hazard areas (Zones V, VE, and V1-V30) on the FIRM or DFIRM, construction shall meet the following requirements in addition to all other provisions in this chapter:
- 1. All new construction shall be located landward of the reach of mean high tide and shall be anchored to prevent lateral movement, flotation or collapse.

- a. Proposed elevation in relation to mean sea level of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all structures, and whether such structures contain a basement;
  - b. Base Flood Elevation data for subdivision proposals or other development, including manufactured home parks or subdivisions, greater than 50 lots or 5 acres, whichever is the lesser; and
  - c. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
2. All new construction, manufactured homes, and substantial improvements within coastal high hazard areas shall be elevated on adequately anchored pilings or columns such that:
- a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood elevation; and
  - b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a 1 percent chance of being equaled or exceeded in any given year (100-year or 1-percent annual exceedance probability mean recurrence interval); and
  - c. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall provide a certification that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subdivisions (2)(a) and (2)(b) of this subsection. The certification and related records will be maintained in the planning department permit files in perpetuity.
3. All new construction and substantial improvements shall have the space below the lowest floor free of obstructions. Such enclosed space shall not be used for human habitation (only used for parking of vehicles, storage or building access) and must be in compliance with the residential construction standards required in this Chapter.
- b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a 1 percent chance of being equaled or exceeded in any given year (100-year or 1-percent annual exceedance probability mean recurrence interval).
4. The use of fill for structural support of buildings within coastal high hazard areas on the FIRM or DFIRM is prohibited.
5. Manufactured Homes. All manufactured homes to be placed or substantially improved within coastal high hazard areas shall meet the requirements for new and substantial improvement construction.

E. Standards for Storage of Materials and Equipment

- a. The storage or processing of materials that could be injurious to human, animal or plant life if released due to damage from flooding is prohibited in special flood hazard areas.

Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.

**14.30.060. Variance procedure.**

A. *Appeal Board.*

1. The Kenai Planning and Zoning Commission shall hear and decide appeals and requests for variances from the requirements of this chapter.
2. The planning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the planning department in the enforcement or administration of this chapter.
3. Those aggrieved by the decision of the planning commission may appeal such decision in accordance with KMC 14.20.290 and 14.20.300.
4. In passing upon such applications, the planning commission shall consider all technical evaluations, all relevant factors, standards specified in other section of this chapter, and:
  - a. The danger that materials may be swept onto other lands to the injury of others;
  - b. The danger to life and property due to flooding or erosion damage;
  - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - d. The importance of the services provided by the proposed facility to the community;
  - e. The necessity to the facility of a waterfront location, where applicable;
  - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - g. The compatibility of the proposed use with the existing and anticipated development;
  - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
5. Upon consideration of the factors of subsection (A)(4) of this section and the purposes of this chapter, the planning commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter,
6. The planning department shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

**B. *Conditions for Variances.***

1. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of ½ acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subparagraphs (a) through (k) of subsection (A)(4) of this section have been fully considered. As the lot size increases the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this section.
3. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon:
  - a. A showing of good and sufficient cause;
  - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
  - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
6. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, or to economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, exceptions from the flood elevations should be quite rare.
7. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-flood proofing where it can be determined that such action will have low damage potential, complies with all other exception criteria except subsection (B)(1) of this section, and otherwise complies with this Chapter.
8. Any applicant to whom a variances is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

#### **14.30.070. Definitions.**

For the purposes of this chapter, the following words and phrases shall be defined as follows:

"100-year or 1-percent annual exceedance probability flood" (also called "regulatory flood," "base flood", "base flood depth", or "special flood hazard area") means a flood with a 1 percent chance of being equaled or exceeded in any year. Statistical analysis of available streamflow or storm records, or analysis of rainfall and runoff characteristics of the watershed, or topography and storm characteristics are used to determine the extent and depth of the 100-year or 1-percent annual exceedance probability flood.

"Area of shallow flooding" A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Base flood" The flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" The elevation to which floodwater is anticipated to rise during the base flood.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

"Clearing" means the act of removing trees or vegetation on a cumulative 20 percent or more of a given parcel of land.

"Coastal high hazard area" means the area subject to high velocity waters due to wind, tidal action, storm, tsunami or any similar force, acting singly or in any combination resulting in a wave or series of waves of sufficient magnitude, velocity or frequency to endanger property and lives. The Area designated on the FIRM as zone V1-30, VE or V.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.

"Variance" means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

"Federal Emergency Management Agency" is the agency responsible for administration of the National Flood Insurance Program.

"Flood hazard area" means the land area covered by the flood, having a 1 percent chance of occurring in any given year. See also "100-year or 1-percent annual exceedance probability flood." The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Flood Insurance Rate Map (FIRM) and Digital Flood Insurance Rate Map (DFIRM)" means the official map of a community on which the Federal Insurance Administrator has delineated both the special hazard areas and risk premium zones applicable to the community. A FIRM that been made available digitally is called a Digital Flood Insurance Rate Map.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

"Functionally dependent use" A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Logging" means the process, work, or business of cutting down trees, storage of logs and transporting the logs to sawmill(s), or for sale or export.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than the basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

"Manufactured home" means a structure, transportable in 1 or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

"New construction" For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"Planning department" means the planning department of the City of Kenai.

"Primary structure" means a dwelling, a building suitable for commercial use, or any structure which will be served by water or wastewater disposal systems or a fuel storage tank. This definition is applicable only in the SMFDA.

"Special Flood Hazard Area (SFHA)" see "Flood Hazard Area".

"Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

"Structure" means a walled and roofed building including liquid or gas storage tank, as well as a manufactured home that is principally above ground.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damage condition would equal or exceed 50 percent of the assessed value of the structure before damage occurred.

"Substantial evidence" means evidence a reasonable mind might accept to support a conclusion.

"Substantial improvement" means any remodeling, repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the assessed value of the structure before the improvement or repair is started or, if the property has been damaged and is being restored, before the damage occurred. This term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified or cited by the local code enforcement official, and which are the minimum necessary to assure safe living conditions, or
- (2) Any alteration of a structure listed on the National Register of Historic Places or State Register of Historic Places.

**Section 2.** That the City Manager, or his designee, is authorized to apply for entry into the NFIP on behalf of the City.

**Section 3.** Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder



of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3<sup>RD</sup> DAY OF AUGUST, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Introduced: July 6, 2022  
Enacted: August 3, 2022  
Effective: September 2, 2022



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**FROM:** Scott Bloom, City Attorney

**DATE:** June 30, 2022

**SUBJECT:** **Ordinance 3298 – 2022 Enacting Floodplain Management**

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The Council expressed its intent to participate in the National Flood Insurance Program (NFIP) earlier this year via Resolution No. 2022-13. Participation in the NFIP is a requirement to work with the US Army Corp of Engineers on the bluff erosion project. This ordinance enacts a new chapter of code within Title 14 and authorizes the City Manager to apply for entry into the NFIP on behalf of the City. City administration has been working with a FEMA Region 10 Floodplain Management Specialist to work through the process and draft the new chapter of code with provisions meeting federal regulatory requirements. The new proposed chapter was modeled after the Kenai Peninsula Borough's existing NFIP ordinances, updated to meet newer federal requirements, and customized to work within the City's existing code structure. It is intended by administration that Council will receive input from the Planning and Zoning Commission prior to enactment.

Your consideration is appreciated.



Sponsored by: Administration

**CITY OF KENAI  
ORDINANCE NO. 3299-2022**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT SPECIAL REVENUE AND AIRPORT IMPROVEMENTS CAPITAL PROJECT FUNDS AND AUTHORIZING A NON-FEDERAL REIMBURSABLE AGREEMENT TO PROVIDE PROJECT SUPPORT FOR A MEDIUM INTENSITY APPROACH LIGHT SYSTEM WITH RUNWAY ALIGNMENT INDICATOR LIGHTS (MALSR) AND ANY OTHER IMPACTS FROM THE KENAI MUNICIPAL AIRPORT RUNWAY REHABILITATION PROJECT.

WHEREAS, the MALSR and other facilities surrounding the Kenai Municipal Airport Runway Rehabilitation Project are owned and operated by the Federal Aviation Administration (FAA); and,

WHEREAS, the FAA can furnish directly or by contract, material, supplies, equipment, and services which the project requires; and,

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Airport while helping to advance the FAA's mission; and,

WHEREAS, the FAA will provide project support for MALSR and any other impacts from the Kenai Municipal Airport Runway Rehabilitation Project, which may include, but is not limited to technical consultation, engineering, design review, site visits, feasibility assessments, project planning, scope definition, development of costs estimate(s), development of design packages, travel in support of the reimbursable agreement program management, and procurement of long lead items, if required; and,

WHEREAS, the total estimated cost of this agreement will be \$74,722.33; and,

WHEREAS, the advance payment must be received before the FAA incurs any obligation to implement the Agreement; and,

WHEREAS, the advance payment will be held as a non-interest-bearing deposit; and,

WHEREAS, upon completion of the Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Airport; and,

WHEREAS, per U.S. Treasury guidelines, transactions under \$1.00 will not be processed; and,

WHEREAS, 93.75% of the costs associated with this Ordinance are grant eligible under the U.S. Department of Transportation FAA Order 5100.38D, Airport Improvement Program Handbook, Chapter 3. Section 11. 3-87.; and,

WHEREAS, approval of this Ordinance is in the best interest of the City.

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

**Section 1.** That the City Manager is authorized to execute an Agreement with the Department of Transportation Federal Aviation Administration in the amount of \$74,722.33.

**Section 2.** That the following budget revision is authorized:

Airport Special Revenue Fund:

Increase estimated Revenues –  
Appropriation of Fund Balance \$74,722.33

Increase Appropriations –  
Transfer to Airport Improvement Capital Project Fund \$74,722.33

Airport Improvement Capital Project Fund:

Increase Estimated Revenues –  
Transfer from Airport Special Revenue Fund \$74,722.33

Increase Appropriations:  
ENA Runway Rehabilitation Project \$74,722.33

**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 3<sup>RD</sup> DAY OF AUGUST, 2022.

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Approved by Finance: 

Introduced: July 06, 2022  
Enacted: August 03, 2022  
Effective: August 03, 2022



## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Eland Conway, Airport Manager

**DATE:** June 30, 2022

**SUBJECT:** **ENA Runway Rehabilitation Project – Non-Federal Reimbursable Agreement with FAA ATO**

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This purpose of this memo is to request authorization to enter into an agreement with the FAA Air Traffic Organization (ATO) for project support for Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) and any other impacts associated with the ENA Runway Rehabilitation Project.

The ATO is responsible for providing safe and efficient air navigation services including the FAA owned and operated navigational aids at ENA.

As it relates to their facilities, the FAA will provide preliminary planning activities, which may include, but are not limited to technical consultation, engineering, design review, site visits, feasibility assessments, project planning, scope definition, development of costs estimate(s), development of design packages, travel in support of the reimbursable agreement program management, and procurement of long lead items, if required. The FAA will also provide any requirements and/or recommendations related to the FAA facilities impacted by the project.

The proximity of the project to the FAA facilities, the supplemental services provided by the FAA, the additional assurances, and mitigation measures in the agreement will increase the success of the project.

The agreement requires advance payment, \$74,722.33, before any FAA services are provided and any remaining balance at the end of the project will be refunded. The costs associated with this agreement, estimated, are eligible for grant funding (reimbursable) under the Airport Improvement Program at 93.75%.

Council's support is respectfully requested.



## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council

**THROUGH:** Paul Ostrander, City Manager

**FROM:** David Ross – Police Chief

**DATE:** June 11, 2022

**SUBJECT:** Action Approval, Appointment to the Emergency Services Advisory Board.

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The Kenai Peninsula Borough has recently reactivated the Emergency Services Communications Advisory Board aka 9-1-1 Advisory Board. The Board membership is made up of the following:

- Central Emergency Service Area\*
- Nikiski Fire Service Area\*
- City of Homer Police Department\*\*
- City of Seward Police Department\*\*
- City of Kenai Police Department\*\*
- City of Soldotna Police Department\*\*
- Alaska State Troopers\*\*\*
- 9-1-1 Dispatch Center

The KPB ordinance indicates the Police Chief of the municipality is the designated board position unless another member off the Police Department is designated. It also indicates that an alternate board member may be appointed.

I anticipate that it will be beneficial for the City of Kenai to participate in a local 9-1-1 Advisory Board, and there is history of this panel working together in the past, though it has not been active in a number of years.

I am requesting consideration of a motion such as: **“Motion to appoint Police Chief David Ross to the Kenai Peninsula Borough’s Emergency Services Communications Advisory Board, and appoint Lt. Ben Langham as the alternate member to the Board.”**

Thank you for your consideration.

**KENAI COUNCIL ON AGING  
REGULAR MEETING  
JUNE 9, 2022 – 3:00 P.M.  
KENAI SENIOR CENTER  
CHAIR RACHAEL CRAIG, PRESIDING**

**MEETING SUMMARY**

**1. CALL TO ORDER**

Chair Craig called the meeting to order at approximately 3:00 p.m.

**a. Pledge of Allegiance**

Chair Craig led those assembled in the Pledge of Allegiance.

**b. Roll was confirmed as follows:**

Members Present: Craig, Williams, Thornton, Geller, Modigh, Kilfoyle, Heckert,  
Straughn

Members Absent:

A quorum was present.

Staff/Council Liaison: Senior Center Director K. Romain, and Council Liaison H.  
Knackstedt

**c. Agenda Approval**

**MOTION:**

Member Geller **MOVED** for approval of the agenda as presented and Member Modigh **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. May 12, 2022

**MOTION:**

Member Thornton **MOVED** to approve the May 12, 2022 meeting summary. Member Geller **SECONDED** the motion. There were no objections. **SO ORDERED.**

5. **UNFINISHED BUSINESS** -- None.

6. **NEW BUSINESS**

a. **Discussion** – Library Resources for Seniors, Presentation by Elizabeth Kleweno of the Kenai Library

Kenai Library Program Manager/Coordinator Kleweno gave a PowerPoint presentation on the different programs available at the Library, especially for seniors.

b. **Discussion** – Greenhouse Dedication in July

Director Romain announced that the dedication for the Bill Osborn Memorial Greenhouse is set for Tuesday, July 12 at 3:00 pm. She clarified that the greenhouse is fully operational and now growing tomatoes and cucumbers for the Senior Center kitchen.

7. **REPORTS**

- a. Senior Center Director – Director Romain reported on the following:
- Kenai Peninsula Borough grant will be increased by 10% for FY23.
  - Current project replacing mechanical systems for the walk-in cooler and freezer. Weaver Brothers and Doyle Fuel have supplied a freezer reefer in the interim.
  - Coolers for home meal clients went out this month.
  - The deep fryer and new coffee machine have arrived. These were funded by the ARPA grant through Alaska Community Foundation.
  - Asked to schedule the Council on Aging work session for September.
  - Vintage Pointe Manor and Senior Center's flowers were planted by volunteers and staff. This was a big change from previous years with substantial savings.
- b. Council on Aging Chair – Chair Craig reported on the following:
- Concerns about rising costs vs grants as it pertains to Senior Center funding.
- c. City Council Liaison – Council Member Knackstedt reported on the actions of the May 18 and June 1, 2022, City Council Meetings.
- Discussed the land donation to the Boys and Girls Club

8. **NEXT MEETING ATTENDANCE NOTIFICATION** – July 14, 2022

City Manager Ostrander will give an update on the Bluff Erosion and Riverfront Restoration Projects.

9. **COUNCIL MEMBERS COMMENTS AND QUESTIONS**

Member Geller said she would like to see coffee donations given by those who utilize the Center for games and activities.

10. **ADDITIONAL PUBLIC COMMENT** – None.

11. **INFORMATION ITEMS** – None.

12. **ADJOURNMENT**

There being no further business, the Council on Aging meeting adjourned at 4:55 p.m. Member Thornton made a motion to adjourn and member Geller seconded the motion.

Meeting summary prepared and submitted by:



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Meghan Thibodeau  
Deputy City Clerk

**KENAI PARKS & RECREATION COMMISSION  
REGULAR MEETING  
MAY 5, 2022 – 6:00 PM  
KENAI CITY COUNCIL CHAMBERS  
CHAIR T. GRANT WISNIEWSKI, PRESIDING**

**MEETING SUMMARY**

**1. CALL TO ORDER**

Chair Wisniewski called the meeting to order at 6:00 p.m.

**a. Pledge of Allegiance**

Chair Wisniewski led those assembled in the Pledge of Allegiance.

**b. Roll was confirmed as follows:**

Commissioners present: T. Wisniewski, D. Rigall, J. Dennis, C. Stephens, M. Bernard, J. Joanis

Commissioners absent: S. Kisenia

Staff/Council Liaison present: Parks & Recreation Director B. Walker, Administrative Assistant T. Best, City Clerk S. Saner, Council Member D. Sounart

A quorum was present.

**c. Agenda Approval**

**MOTION:**

Commissioner Stephens **MOVED** to approve the agenda as presented and Commissioner Dennis **SECONDED** the motion. There were no objections; **SO ORDERED**.

**2. SCHEDULED PUBLIC COMMENT**

**a. Carly McDonald – Softball Dugouts**

This presentation was cancelled by the presenter.

**3. UNSCHEDULED PUBLIC COMMENT – None.**

**4. APPROVAL OF MEETING SUMMARY**

**a. February 17, 2022**

**MOTION:**

Commissioner Stephens **MOVED** to approve the meeting summary of February 17, 2022. Commissioner Bernard **SECONDED** the motion. There were no objections; **SO ORDERED**.

**5. UNFINISHED BUSINESS – None.**

## 6. NEW BUSINESS

- a. **Discussion/Recommendation** – Recommending Council Approval of Proposed Updates to the Kenai Municipal Cemetery Regulations and Fees

### **MOTION:**

Commissioner Stephens **MOVED** to recommend that the Council Approval of Proposed Updates to the Kenai Municipal Cemetery Regulations and Fees. Commissioner Joanis **SECONDED** the motion.

City Clerk Saner explained some of the proposed changes including removing the moratorium on plot reservations, adding new headstone requirements, suspending interment in winter months, and adding vault requirements to City Code.

Commission discussion involved headstone deposits and upright vs. flat headstones.

**UNANIMOUS CONSENT** was requested.

**VOTE:** There were no objections; **SO ORDERED.**

## 7. REPORTS

- a. **Parks and Recreation Director** – Director Walker and reported on the following:
- He anticipates that the Parks & Recreation Department will have all seasonal positions filled this summer;
  - The ice rink dasher boards were cleaned with help from Wildwood Correctional Facility;
  - Volunteers and staff repainted the park signs;
  - Parks & Recreation is working with the Kenai Softball Association to take care of their fields;
  - The Easter Egg Hunt Day was a success;
  - Volunteer Flower Planting Day is coming up.
- b. **Commission Chair** – No report.
- c. **City Council Liaison** – Council Member Sounart noted that she is filling in for Vice Mayor Glendening, and noted that the Kenai Dog Park is moving forward.

## 8. NEXT MEETING ATTENDANCE NOTIFICATION – June 2, 2022

## 9. COMMISSION QUESTIONS AND COMMENTS

Commissioner Bernard noted that the Easter Egg Hunt day looked great.

Commissioner Joanis noted that she was thankful for the fields being snowblowe, and asked about the bathrooms at little league.

Commissioner Rigall noted that he appreciates being able to participate remotely.

## 10. ADDITIONAL PUBLIC COMMENT – None.

**11. INFORMATIONAL ITEMS**

**12. ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 6:28 p.m.

Meeting summary prepared and submitted by:

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Meghan Thibodeau  
Deputy City Clerk

DRAFT

**KENAI PLANNING & ZONING COMMISSION –  
REGULAR MEETING  
JUNE 22, 2022 – 7:00 P.M.  
KENAI CITY COUNCIL CHAMBERS  
210 FIDALGO AVE., KENAI, AK 99611  
CHAIR JEFF TWAIT, PRESIDING**

**MINUTES**

**A. CALL TO ORDER**

A Regular Meeting of the Kenai Planning & Zoning Commission was held on June 22, 2022, in City Hall Council Chambers, Kenai, AK. Chair Twait called the meeting to order at approximately 7:00 p.m.

**1. Pledge of Allegiance**

Chair Twait led those assembled in the Pledge of Allegiance.

**2. Roll Call**

There were present:

Commissioners present: J. Twait, G. Woodard, D. Fikes, V. Askin, G. Greenberg, J. Halstead

Commissioners absent: A. Douthit

Staff/Council Liaison present: Planning Director R. Foster, Vice Mayor J. Glendening, Deputy Clerk M. Thibodeau

A quorum was present.

**3. Agenda Approval**

**MOTION:**

Commissioner Halstead **MOVED** to approve the agenda as written. Commissioner Askin **SECONDED** the motion. There being no objection; **SO ORDERED.**

**4. Consent Agenda**

**MOTION:**

Commissioner Askin **MOVED** to approve the consent agenda. Commissioner Halstead **SECONDED** the motion. There being no objection; **SO ORDERED.**

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

5. \*Excused Absences – None.

**B. APPROVAL OF MINUTES**

- 1. \*Regular Meeting of May 25, 2022
- 2. \*Regular Meeting of June 08, 2022

Approved by the consent agenda.

C. **SCHEDULED PUBLIC COMMENTS** – None.

D. **UNSCHEDULED PUBLIC COMMENTS** – None.

E. **CONSIDERATION OF PLATS**

- 1. **Resolution PZ2022-15** – Preliminary Subdivision Plat of Kristine Subdivision Jahrig Addition, submitted by McLane Consulting, PO. Box 468, Soldotna, AK 99669, on behalf of Will & Becky Jahrig, PO Box 51, Kenai, AK 99611.

**MOTION:**

Commissioner Askin **MOVED** to adopt Resolution No. PZ2022-15. Commissioner Woodard **SECONDED** the motion.

Director Foster provided a staff report as provided in the packet, explaining that the proposed Kristine Subdivision Jahrig Addition will create a Lot 3A (approximately 3.9 acres), Lot 3B (approximately 2.8 acres), and a Lot 3C (approximately 1.5 acres). 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: Askin, Woodard, Fikes, Greenberg, Halstead, Twait

NAY:

**MOTION PASSED UNANIMOUSLY.**

F. **PUBLIC HEARINGS**

- 1. **Resolution PZ2022-14** – Application for a Conditional Use Permit for a Restaurant / Brewery, for the property described as Lot 3 Kristine Sub No. 1, located at 992 Bridge Access, Kenai, Alaska 99611. The application was submitted by Will Jahrig, PO Box 51, Kenai, AK 99611.

**MOTION:**

Commissioner Halstead **MOVED** to adopt Resolution No. PZ2022-15. Commissioner Askin **SECONDED** the motion.

Planning Director Foster presented his staff report with information provided in the packet explaining that the applicant wishes to obtain a conditional use permit (CUP) for a restaurant/brewery. 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 starting any business operations, a landscape/site plan must be reviewed and approved by the Planning Director.
- 3. Prior to beginning any construction, a building permit must be issued by the Building Official for the City of Kenai.
- 4. Prior to beginning any construction, the City of Kenai Public Works Department will need to be consulted on any potential or required improvements to Childs Avenue.
- 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.

Applicant Will Jahrig clarified that they are selling lot 3C to Rick McGlasson who owns Kassik's Brewery, and helping them so they can start building the new facility. He expressed excitement to be working with them, and noted that he also has plans to build a new house and shop on lot 3A.

Rick McGlasson explained that he had purchased the brewery from the original owners a few years ago. He noted that the new location in Kenai will be a good fit, and will improve customer traffic year-round.

In response to questions from the commission, McGlasson clarified that he will be running a restaurant in addition to the brewery; he will not be detrimentally affected by new brewery licensing restrictions because they are the first brewery in Kenai and their license will be transferred from previous location; clarified details about development of utility lines.

Chair Twait opened for public hearing. There being no one wishing to be heard, the public hearing was closed.

Support was expressed by the commission; it was noted that the brewery will be positive for Kenai's growth, is a good fit for future development on the waterfront, and supports the Comprehensive Plan. Discussion included changing the zoning in the waterfront area to support development, and Director Foster noted that this could be a recommendation of the feasibility study. The suggestion was made to the business owner that there be a focus on providing a waterfront view in their landscape plan.

**UNANIMOUS CONSENT** was requested.

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

Chair Twait noted the fifteen-day appeal period.

**G. UNFINISHED BUSINESS** – None.

**H. NEW BUSINESS**

- 1. **Action/Approval:** Recommending the City Council Approve Resolution No. 2022-XX – Approving the Sale of 1107 Second Street to Amy Fisher

**MOTION:**

Commissioner Halstead **MOVED** to recommend that the City Council Approve Resolution No. 2022-XX – Approving the Sale of 1107 Second Street to Amy Fisher. Commissioner Askin **SECONDED** the motion.

Director Foster clarified that the City had received competitive land purchase applications for 1107 Second Street and 1103 Second Street from Amy Fisher and Habitat for Humanity; after discussions, Fisher withdrew her application for 1103 Second Street if Habitat for Humanity withdrew their request for 1107 Second Street. He explained that the lot is currently vacant, and the proposed use would be a two-car garage. The window for competing applications closes on July 2, 2022.

Clarification was provided on that the ownership would not be transferred to Fisher until after the condition of garage construction occurred; one moving part is the subdivision, which is dependent on the design of the garage. Discussion included GIS discrepancies, and potential complications if a combined property is reverted back to the City.

**VOTE:**

**YEA:** Woodard, Fikes, Greenberg, Halstead, Twait, Askin

**NAY:**

**MOTION PASSED UNANIMOUSLY.**

2. **Action/Approval:** Recommending the City Council Approve Ordinance No. XXXX-2022 – Approving the Conditional Donation of City Owned Parcels to the Central Peninsula Habitat for Humanity, Inc.

**MOTION:**

Commissioner Askin **MOVED** to recommend that the City Council Approve Ordinance No. XXXX-2022 – Approving the Conditional Donation of City Owned Parcels to the Central Peninsula Habitat for Humanity, Inc. Commissioner Woodard **SECONDED** the motion.

Director clarified that Central Peninsula Habitat for Humanity had requested to continue with the construction of housing on Second Street parcels agreed to in Ordinance 2942-2017 for a conditional donation, which has expired. Two parcels they were requesting (1107 and 1103 Second Street) were applied for to purchase by Amy Fisher; after discussions, Habitat for Humanity withdrew their request for 1107 Second Street. He noted that the construction of single family homes would be consistent with the zoning district.

Clarification was provided that COVID-19 had caused delays which had prevented the homes from being built within the conditional timeframe specified in Ordinance 2942-2017.

**VOTE:**

YEA: Fikes, Greenberg, Halstead, Twait, Askin, Woodard

NAY:

**MOTION PASSED UNANIMOUSLY.****I. PENDING ITEMS – None.****J. REPORTS**

1. City Council – Vice Mayor Glendening reported on the actions of the June 15, 2022 City Council Meeting.
2. Kenai Peninsula Borough Planning reported on the actions of the June 13, 2022 Kenai Peninsula Borough Planning Meeting.
3. City Administration – Planning Director Foster reported on the following:
  - The next Planning & Zoning Commission meeting on July 13, 2022 will include a plat application and a lease renewal.
  - Update on bowling alley: City staff has been in touch with new owner who has they started plans for demolition.
  - Director Foster noted that this is his last Planning & Zoning Commission meeting for the City of Kenai; noted this has been a great commission to work with.
  - Max Best will serve as Interim Planning Director; he had previously served as Planning Director for the Kenai Peninsula Borough.

**K. ADDITIONAL PUBLIC COMMENTS**

Vice Mayor Glendening commended Director Foster for his work with the City, and noted that Max Best will serve well as interim.

**H. INFORMATIONAL ITEMS – None.****I. NEXT MEETING ATTENDANCE NOTIFICATION**

1. July 13, 2022



**J. COMMISSION COMMENTS & QUESTIONS**

Commissioner Woodard expressed excitement for development on the waterfront.

Commissioner Askin noted that she was sorry to hear Director Foster is leaving, and she was excited for the brewery.

Commissioner Halstead noted that Director Foster will be missed.

Commissioner Greenberg thanked Director Foster and wished him luck.

Commissioner Fikes thanked Director Foster for his great work.

Chair Twait expressed appreciation for Director Foster's great work.

**K. ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 8:09 p.m.

Minutes prepared and submitted by:

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Meghan Thibodeau  
Deputy City Clerk

DRAFT

**KENAI BEAUTIFICATION COMMITTEE  
REGULAR MEETING  
MAY 19, 2022 – 6:00 P.M.  
KENAI CITY HALL  
CHAIR SARAH DOUTHIT, PRESIDING**

**MEETING SUMMARY**

**1. CALL TO ORDER**

Chair Douthit called the meeting to order at 5:30 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: S. Douthit, T. Wilson, B. Roland, J. Phillips,

Committee Members absent: L. Gabriel, C. Warner, E. Heale,

Staff/Council Liaison present: Parks and Recreation Director B. Walker, Administrative Assistant T. Best, Council Liaison D. Sounart

A quorum was present.

**c. Agenda Approval**

**MOTION:**

Committee Member Phillips **MOVED** to approve the agenda and Vice Chair Wilson **SECONDED** the motion. There were no objections; **SO ORDERED**.

**2. UNSCHEDULED PUBLIC COMMENT – None.**

**3. NEW BUSINESS**

**a. Discussion – 2022 Flower Update & Volunteer Planting Day**

Director Walker noted that the Parks & Recreation department got a new mower, and Assistant Best discussed the available space in the Kenai Community Garden and asked the committee if they or anyone they knew had interest in renting plots.

The committee discussed the upcoming Volunteer Plant Day, and Director Walker clarified that it will take place on June 4, 2022 from 10:00 AM – 12:00 PM, and it will be followed by a barbecue provided by the Kenai Fire Department. He noted that the annual Kite Festival will also take place on the same day, and the Parks & Recreation Department will “divide and conquer” the events on the same day. Discussion included the public’s involvement in Plant Day and outreach efforts.

**b. Discussion – 2022 Goals & Objectives**

Director Walked explained that their goals and objectives include updated park signs, new landscaping, new mulch in beds, and installation of little free libraries. He noted that one of the big goals will be to improve the wildflower hill by treating and tilling it for an entire summer to refresh the soil and kill weeds. Additional goals would be for Kenai to become an Arbor City which would include planting trees.

The committee discussed beetle kill trees, the Kenai Dog Park, the Doctor's Cabin at the Kenai Visitor Center; Director Walker explained the City's current efforts to implement plans for these issues.

c. **Discussion** – Setting a Date for the 2022 August Garden Tour

The committee scheduled a Garden Tour work session for August 9, 2022.

**4. COMMITTEE MEMBER QUESTIONS AND COMMENTS**

Committee Member Phillips said to have a wonderful summer.

Vice Chair Wilson noted that she liked the plan for caring for the field of flowers.

Chair Douthit noted she hopes there is something that can be done with the 4<sup>th</sup> Street Park, it is ugly.

Council Member Sounart noted that she likes the wildflower plan.

**5. ADDITIONAL PUBLIC COMMENT** – None.

**6. INFORMATION ITEMS** – None.

**8. ADJOURNMENT**

There being no further business before the Committee, the meeting was adjourned at 6:41 p.m.

Meeting summary prepared and submitted by:

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Meghan Thibodeau  
Deputy City Clerk

**PURCHASE ORDERS BETWEEN \$2,500.00 AND \$15,000.00 FOR COUNCIL REVIEW**  
**COUNCIL MEETING OF: JULY 6, 2022**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>DEPT.</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>
MCLANE CONSULTING	KENAI DOG PARK PROPOSAL	MUNICIPAL PARK IMPS	CONSTRUCTION	3,500.00
COUNTRY FOODS	MEAT PURCHASE	TITLE III	OPERATING SUPPLIES	9,397.00
BEACON OHSS	PROPANE FOR ARFF TRAINING	AIRPORT	OPERATING SUPPLIES	3,108.00
THE BEST SHOP	SANDER UNIT	STREETS	MACHINERY & EQUIPMENT	6,500.00
DOYLE'S FUEL	FLOAT PLANE FUEL	AIRPORT	OPERATING SUPPLIES	10,493.76
DOUG KOCH PROF TREE SERVICE	PARKS/CEMETERY TREE REMOVAL	RECREATION	REPAIR & MAINTENANCE	10,320.00
ALASKA MAP COMPANY	GIS NEEDS ASSESSMENT	P&Z	PROFESSIONAL SERVICES	12,000.00