



Kenai City Council - Regular Meeting

November 03, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

www.kenai.city

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. **Oath of Office**
5. **Election of Vice Mayor**
6. 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. **Galen Hecht, Kenai Watershed Forum** - Kenai Peninsula Stream Watch Program
2. **Tim Navarre, Kenai Peninsula Homelessness Coalition** - Strategic Plan Update
3. **Sharon Efta** - Censorship

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

1. **Ordinance No. 3252-2021** - Increasing Estimated Revenue and Appropriations in the Water & Sewer Fund for Operational Costs in Excess of Budgeted Amounts at the Waste Water Treatment Plant. (Administration)
2. **Ordinance No. 3253-2021** - Accepting and Appropriating a Donation from Hilcorp Energy Company to Assist with the Annual Area-wide Senior Thanksgiving Dinner. (Administration)
3. **Resolution No. 2021-62** - Establishing the Dates for Regular Meetings of the City Council for 2022. (City Clerk)

- 4. Resolution No. 2021-63** - Approving The Execution of a Lease of Airport Reserve Lands Using the Standard Lease Form Between the City of Kenai and Schilling Rentals, LLC on General Aviation Apron Sub No. 1 Amended Lot 2, Block 3. (Administration)
- 5. Resolution No. 2021-64** - Awarding An Agreement For The Kenai Waterfront Redevelopment Assessment And Feasibility Study. (Administration)
- 6. Resolution No. 2021-65** - Supporting Kenai Peninsula Borough Ordinance 2021-40, an Ordinance Amending KPB 2.40.015 Regarding Planning Commission Membership and Apportionment. (Council Member Glendening)
- 7. Resolution No. 2021-66** - Authorizing a Professional Service Contract With Dr. Angus McRae Warren for Medical Direction and Oversight of Kenai Fire Department and Kenai 911 Dispatch Center. (Administration)
- 8. Resolution No. 2021-67** - Awarding an Agreement for the Purchase of Computer Equipment. (Administration)

E. MINUTES

- 1.** *Joint Work Session of October 11, 2021. (City Clerk)
- 2.** *Regular Meeting of October 20, 2021. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

- 1. *Action/Approval** - Bills to be Ratified. (Administration)
- 2. *Ordinance No. 3254-2021** - Amending Kenai Municipal Code Section 14.05.025 – Telephonic Participation at Planning and Zoning Commission Meetings, to Provide for Remote Electronic Participation in Planning and Zoning Commission Meetings by Commission Members. (Administration)
- 3. *Ordinance No. 3255-2021** - Accepting and Appropriating Grants from the U.S. Department of Homeland Security Passed Through the State of Alaska Department of Military and Veterans’ Affairs for the Purchases of Public Safety Radios for Police, Fire, and Communications Departments. (Administration)
- 4. Action/Approval** - Mayoral Nominations of Council Liaisons for Appointment to Committees and Commissions. (Mayor Gabriel)
- 5. Action/Approval** - Utilization of Healthy and Equitable Communities Grant for Capital Projects. (Administration)
- 6. Discussion** - Kenai Dog Park (City Council)
- 7. Discussion** - Utilization of Remaining CARES Act Funds and Consideration of New Shop Local Program. (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
- [2.](#) Thank You Letter from HEA
- [3.](#) KHS Newsletter October 2021

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

Join Zoom Meeting

<https://us02web.zoom.us/j/81034667245>

Meeting ID: 810 3466 7245 **Passcode:** 615261

OR

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

Meeting ID: 810 3466 7245 **Passcode:** 615261



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3252-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUE AND APPROPRIATIONS IN THE WATER & SEWER FUND FOR OPERATIONAL COSTS IN EXCESS OF BUDGETED AMOUNTS AT THE WASTE WATER TREATMENT PLANT.

WHEREAS, several events have transpired resulting in unanticipated expenditures for the Water, Sewer, Waste Water division of the Public Works Department; and,

WHEREAS, this Ordinance is intended to restore the affected accounts to allow normal operations to continue through the fiscal year; and,

WHEREAS, a fire that occurred at the Longview Westlake Chemical Company Plant located in Longview, Washington in June 2021 caused chemical shortages industry wide throughout the Pacific Northwest and Alaska; and,

WHEREAS, as a result, Univar Solutions our vendor under current contract to supply chemicals informed the city that they may have a period of time where they will be unable to meet demands within the state; and,

WHEREAS, in an effort to ensure continued operations Public Works staff sought out alternative sources of Sodium Hypochlorite, the chemical the City of Kenai uses to provide safe drinking water as well as disinfection of waste water leaving the waste water treatment plant; and,

WHEREAS, Brenntag Pacific Inc., a known vendor to the City, was able to provide the Department with four totes, totaling 11,000lbs of chemicals, which provided a much needed three month buffer of chemicals on hand to allow the supply chain time to recover from the disruption; and,

WHEREAS, appropriation of funds to cover Purchase Order 123045 in the amount of \$9,892 to Brentagg Pacific Inc. is requested to restore the existing budget; and,

WHEREAS, the 1981 GMC Dump Truck used by the Waste Water Plant to haul sludge to the landfill requires repairs beyond the useful value of the vehicle to the City; and,

WHEREAS, staff issued a request for quotes for dumpster services and Alaska Waste was found to be the lowest responsive responsible bidder at a per haul cost of \$247.50 for a 30CY roll off dumpster and \$91.86/month for a 6CY dumpster for screenings; and,

WHEREAS, an initial purchase order number 123019 was opened to Alaska Waste in the amount of \$10,000 to meet the emergent need of hauling sludge; and,

WHEREAS, this Ordinance authorizes an increase to that purchase order to a new total amount of \$30,000 which will provide approximately \$1,100 for the 6CY dumpster to be dumped once a week for the year and approximately 110 hauls of the 30CY roll off to the landfill plus fuel surcharge and regulatory fees; and,

WHEREAS, appropriations from the Water and Sewer Special Revenue Fund are in the City's best interest to cover these expenses.

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

Section 1. That the Administration is authorized to increase Purchase Order 123019 to Alaska Waste from \$10,000 to \$30,000 to provide waste hauling services for the Waste Water Treatment Plant.

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

Water and Sewer Special Revenue Fund:	
Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$39,892</u>
Increase Appropriations –	
Waste Water Treatment Plant Operational Budget	
010-467-2022 Operating, Repair & Maint. Supplies	\$9,892
010-467-4531 Professional Services	<u>\$30,000</u>
Total	<u>\$39,892</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 upon adoption.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 

Introduced: October 20, 2021
Enacted: November 3, 2021
Effective: November 3, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Director of Public Works
DATE: October 13, 2021
SUBJECT: Ordinance No. 3252-2021

The purpose of this memo is to request Council's approval to appropriate additional funding from the Water and Sewer Special Revenue fund in support of operations to cover unanticipated expenses totaling \$39,892.

The public works department received word in July, shortly after a June 2021 fire (possible electrical failure, see link [Longview chlorine plant downtime causes shortage of chemical used to treat water supplies across West Coast | The Spokesman-Review](#)) that severely damaged a chemical manufacturing facility in Longview, Washington, that chemical shortages should be expected imminently. Our counterparts at DEC reached out and requested we do everything possible to remain within permitting requirements. Staff immediately began calling to source materials and were successful in securing a three month supply of Sodium Hypochlorite.

The department generally maintains a month's supply on hand. In the current environment we are targeting closer to three months now, to ensure the City's ability to maintain our permitting requirements as well as our obligations to the community. This unanticipated emergent expense totaled \$9,892 and we are requesting those funds are now added to our operational budget.

Additionally, the forty year old dump truck the department has used for hauling sludge to the landfill finally reached the end of its useful life in mid-July. The Shop division has performed admirably to keep this vehicle in service for as long as it has, however due to the ongoing expense of maintenance including tires, brakes, general availability of parts, etc. it was time to move on.

The Public Works department in coordination with the Finance Department, in an effort to maintain a reasonable fleet size, are not recommending replacement of this truck at this time. We have been researching the benefits of utilizing a dumpster service and will weigh out the benefits over the next 12-24 months. Immediate benefits include the roll off dumpster is larger than our truck bed, 30CY vs 10CY, and while we cannot fully fill a 30CY dumpster based on the weight, it does afford operations a longer runtime on the press between hauls. The dumpster is lower to the ground than the truck, making it easier for staff to see and level the load. The

screenings have now been separated. Previously the screenings, which are very wet, were placed in the dump truck. The moisture added to the weight of the sludge, adding cost, and were disposed of at the higher landfill rate of \$45/ton. Today they are placed in a separate smaller dumpster and disposed of as standard household trash.

The net result is sludge sent to the landfill is dryer, which the landfill regulators prefer, and is costing us slightly less by volume. The potential liability of having staff travel icy roads with a loaded dump truck have been removed as well as the costs associated with the ownership of the truck including fuel, insurance, maintenance, etc. Staff are able to be more efficient as the time spent offsite traveling to the landfill can now be refocused on plant operations.

We are asking at this time to approve a purchase order to Alaska Waste in the amount of \$30,000 to cover these costs. Approximately 110 hauls to the landfill are anticipated with these funds, which equates to one trip every 3.3 calendar days year round. As this expense was not included in the original FY22 budget we are requesting approval of appropriation of funds to supplement the budget at this time to avoid budget shortfalls in the spring.

Approval of this Ordinance is in the best interest of the City and will allow the department to continue operations in support of permitting requirements and community expectations.

Council's support is respectfully requested.

<https://www.spokesman.com/stories/2021/jun/18/longview-chlorine-plant-downtime-causes-shortage-o/>





Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3253-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING A DONATION FROM HILCORP ENERGY COMPANY TO ASSIST WITH THE ANNUAL AREAWIDE SENIOR THANKSGIVING DINNER.

WHEREAS, annually the Kenai Senior Center hosts a Thanksgiving Dinner that is open to seniors from all over the Central Peninsula; and,

WHEREAS, the City has received a donation from Hilcorp Energy Services in the amount of \$2,500 for the purchase of food and supplies for the dinner; and,

WHEREAS, it is in the best interest of the city of Kenai to accept and appropriate this donation for the purposes described above.

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

Section 1. That the City Manager is authorized to accept a donation from Hilcorp Energy Company in the amount of \$2,500 and to expend the donated funds to fulfill the purpose and intent of this ordinance.

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

Senior Citizen Fund:	
Increase Estimated Revenues –	
Donations	<u>\$2,500</u>
Increase Appropriations –	
Congregate Meals – Operating Supplies	\$1,000
Home Meals – Operating Supplies	<u>1,500</u>
	<u>\$2,500</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.

Ordinance No. 3253-2021
Page 2 of 2

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance:



Introduced: October 20, 2021
Enacted: November 3, 2021
Effective: November 3, 2021



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: October 11, 2021

SUBJECT: Ordinance No. 3253-2021 – Hilcorp Energy Services Donation

Hilcorp Energy Services has again donated \$2,500 for the annual Areawide Senior Thanksgiving Dinner which will be held on Tuesday, November 23, 2021. This is the eighth year Hilcorp has provided funding for this event. In agreement with Hilcorp, as a precaution with the current COVID numbers, we will only be serving pick up and home delivered meals for this event.

The Areawide Senior Thanksgiving Dinner is a tradition which began in 1976. A Homemakers Club provided and served the first meal. From there it grew and has been passed on through Unocal, Agrium, Marathon Oil and since 2012, Hilcorp has continued the tradition by providing the funding and the volunteers. We are fortunate to live in a community which celebrates the elders who helped make Alaska what it is today.

The donation will be used as follows:

Congregate Meals – Operating Supplies	\$1,000
Home Meals – Operating Supplies	<u>1,500</u>
Total Donation	<u>\$2,500</u>

Thank you for your consideration.



Sponsored by: City Clerk

CITY OF KENAI

RESOLUTION NO. 2021-62

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ESTABLISHING DATES FOR REGULAR MEETINGS OF THE CITY COUNCIL FOR 2022.

WHEREAS, pursuant to KMC 1.10.040(a), regular meetings of the Council shall be at a time set by a resolution of the Council on the first and third Wednesdays of every month; and,

WHEREAS, pursuant to KMC 1.10.040(b) on or before the last meeting of December, the City Clerk shall introduce a resolution, on behalf of Council, establishing the dates for the subsequent year's Council meetings; and,

WHEREAS, this calendar must include a minimum of twenty regular meetings each year and at least one regular meeting each month; and,

WHEREAS, the City's Charter allows for cancellation of meetings by the Mayor due to lack of a quorum or for an emergency, or by a majority of council members for any reason as long as at least twenty (20) regular meetings are held each calendar year and at least one each month; and,

WHEREAS, it is in the best interest of the City for the Council to provide as much advance notification as possible to the public and administration of their meeting schedule; and,

WHEREAS, timely adopting a calendar of meeting dates, including any cancelled meetings, provides advance notice to the public and administration; and,

WHEREAS, cancelling the second regular meeting of the City Council in July allows for Council, administration, and residents to participate in the personal use fishery and other seasonal activities; and,

WHEREAS, cancelling one Council Meeting in July complies with the minimum standards for meeting requirements as provided in the City's Charter and Code.

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

Section 1. That the City Council of Kenai establishes the following Calendar of Meetings for 2021: regular meetings shall be held every first and third Wednesday of each month, except that there will not be a second meeting in July.

Section 2. That this Calendar may be further amended by Council in compliance with the City Charter and Kenai Municipal Code.

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

Resolution No. 2021-62

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PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Jamie Heinz, City Clerk
DATE: October 19, 2021
SUBJECT: **Resolution No. 2021-62 – Setting Council Meeting Calendar**

Pursuant to KMC 1.10.040(b), this Resolution is intended to establish a calendar for the regular meetings of the City Council in 2022.

Pursuant to City Charter, a meeting may be cancelled by the Mayor due to a lack of a quorum, for an emergency, or by a majority of council members for any reason as long as at least twenty (20) regular meetings are held each year and at least one each month. The proposed resolution maintains at least one regular meeting each month and more than the minimum twenty (20) regular meetings each year.

After reviewing previous calendars, this resolution proposes scheduling regular meetings every first and third Wednesday of each month, except for the month of July, when the second meeting would be cancelled. The second meeting of July coincides with the peak season of the personal use dipnet fishery which consumes the full attention of the administration and is a busy time of year for other residents.

The second meeting in November is often cancelled as it coincides with the AML conferences in Anchorage; however, there are five Wednesday's in November in 2022 and having five weeks between meetings makes it difficult for Administration to accomplish the business of the City.

The calendar attached to this memo is included for your reference and is not an exhibit to the Resolution.

Your consideration is appreciated.

2022

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Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-63

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 SCHILLING RENTALS, LLC ON GENERAL AVIATION APRON SUB NO. 1 AMENDED LOT 2, BLOCK 3.

WHEREAS, the lease to Schilling Rentals LLC, for General Aviation Apron Sub No. 1 Amended Lot 2, Block 3 expires on June 30, 2022; and,

WHEREAS, on August 18, 2021, City Council approved the Schilling Rentals, LLC, temporary development incentives application, where credit for eligible work activities may be applied towards rent for a maximum of five (5) years; and,

WHEREAS, on July 1, 2021, Schilling Rentals, LLC submitted an application to renew a lease of City owned properties within the Airport Reserve, described as General Aviation Apron Sub No. 1 Amended Lot 2, Block 3; and,

WHEREAS, the Schilling Rentals, LLC lease application states plans to remodel/expand the existing hangar, upgrade parking apron/pad, to accommodate an FBO and act as a medevac service location; an investment of an estimated \$1,500,000 that gives a lease term of 45 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 Schilling Rentals, LLC; and,

WHEREAS, at their regular meeting on October 13, 2021, the Planning and Zoning Commission reviewed the lease application and recommended approval by the City Council; and,

WHEREAS, at their regular meeting on October 14, 2021, 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 Schilling Rentals, LLC, Lessee, as follows:

Lot improvements as outlined in lease application from Schilling Rentals, LLC, remodel and expand the existing hangar, upgrade parking apron/pad with an estimated \$1,500,000 value of improvements to be completed within two (2) years of signing the lease;

The evidence must be submitted to the City within 60 days of the completion of the development and improvements;

The lease term will be 45 years;

Lot developments will prevent unauthorized access to the airfield;

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

Paving will be completed up to the existing transient aircraft apron pavement;

Schilling Rentals, Inc. 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 3rd day of November, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: October 25, 2021

SUBJECT: **Resolution No. 2021-63 – Approving The Execution Of A Lease To Schilling Rentals**

On September 20, 2019, Schilling Rentals, LLC entered into an assignment of lease for General Aviation Apron Sub No. 1 Amended Lot 2, Blk 3 with Soar International Ministries, Inc. This lease terminates on June 30, 2022.

On August 18, 2021, City Council approved the Schilling Rentals, LLC temporary development incentives application with an estimated value of eligible work in the amount of \$150,000. Credit may be applied towards rent for a maximum of 5 years.

Schillings, LLC proposes to remodel and expand the existing hangar, upgrade parking apron/pad with an estimated \$1,500,000 value of improvements to be completed within two (2) years of signing the lease. Activities noted on the application is a medevac service location. The requested lease term is 45 years.

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 October 16, 2021, and no competing applications were 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 by Schilling Rentals, LLC 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 Schillings, LLC complies with the Airport Land Use Plan and would enhance local economic development.

The Planning and Zoning Commission recommended approval of the lease application at their meeting on October 13, 2021. The Airport Commission recommended approval of the lease application at their meeting on October 14, 2021.

Thank you for your consideration.

Attachments:

City of Kenai Land Lease Application from Schilling Rentals, LLC.

Aerial Map of 110 FBO Road.





City of Kenai Land Lease Application

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

Application Date:	5/11/21
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Applicant Information

Name of Applicant:	Schilling Rentals LLC						
Mailing Address:	PO Box 3426	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone:	Work/ Message Phone: 907 283 7556					
E-mail: (Optional)	duane@uptownmotel.com						
Name to Appear on Lease:	Schilling Rentals LLC						
Mailing Address:	PO Box 3426	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone:	Work/ Message Phone: 907 283 7556					
E-mail: (Optional)	duane@uptownmotel.com						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property): GENERAL AVIATION APRON SUB NO 1 AMENDED LOT 2 BLK 3 110 FBO Road	
Does the property require subdivision? (if Yes, answer next two 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. Are you prepared to be responsible for all costs associated with subdivision?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If an appraisal is required to determine the minimum price on the land, are you prepared to be responsible for the deposit to cover costs associated with appraisal? (The cost of the appraisal will be either refunded or credited toward the purchaser at closing)	<input checked="" type="checkbox"/> YES
Are you prepared to be responsible for recording costs associated with lease execution?	<input checked="" type="checkbox"/> YES
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:	
125 FBO/130,135,145 & 155 Granite Point/433 N Willow/441 Geebee	
Request a Lease with an Option to Purchase once development requirements are met? <small>Does not apply to Airport Reserve properties</small>	<input type="checkbox"/> YES <input type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): Max available	
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	
Requested Starting Date: Subject to development credits	

RECEIVED

CITY OF KENAI

DATE 7-1-21

PLANNING DEPARTMENT

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? Upgrade hanger and parking apron/pad

3. What is the estimated value of the improvement? \$1.5m

4. What is the nature and type of improvement?
Remodel/expansion of existing hanger to accomodate FBO

5. What are the dates construction is estimated to commence and be completed?
(generally, construction must be completed within two years)
Estimated Start Date: ASAP Estimated Completion Date: January 1, 2022

Describe the proposed business or activity intended:
Medivac service location

How does the proposed lease support a thriving business, residential, recreational, or cultural community?
Medivac provider will station flight and support crew locally as well as provide additional medical emergency oportunities

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

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:	5/11/2021
Print Name:	Michael Schilling	Title:	Managing Member


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



110 FBO Road
General Aviation Apron Sub No. 1 Amended Lot 2, Block 3
Parcel 04324024



LEGEND

 Subject Parcel

0 25 50 Feet

Date: 8/6/2021





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-64

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AWARDING AN AGREEMENT FOR THE KENAI WATERFRONT REDEVELOPMENT ASSESSMENT AND FEASIBILITY STUDY.

WHEREAS, the City issued a formal Request for Proposals (RFP) for the Kenai Waterfront Redevelopment Assessment and Feasibility Study on September 7, 2021 with the following proposals received on October 8, 2021,

BIDDERS	TOTAL PROPOSAL SCORE
McKinley Research Group, LLC	274.65
PDC, A Division of RESPEC Company, LLC	257.5
Agnew :: Beck	252.25

; and,

WHEREAS, proposals were evaluated by the evaluation committee according to the criteria set forth in the RFP the week of October 11, 2021; and,

WHEREAS, taking into consideration price and the evaluation factors set forth in the request for proposals, responsive proposals were awarded points as set out in the RFP, and the proposal submitted by McKinley Research Group, LLC was awarded the highest points and determined to be the most advantageous to the City; and,

WHEREAS, the recommendation from City Administration is to award an Agreement to McKinley Research Group, LLC for \$94,890; and,

WHEREAS, the attached agreement for services includes the scope of services provided in the RFP, including the Kenai Waterfront Feasibility Study, Conceptual Plans and Financial Feasibility Analysis; and,

WHEREAS, sufficient funds have been appropriated for this purchase.

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

Section 1. The Council authorizes award of an Agreement for the Kenai Waterfront Redevelopment Assessment and Feasibility Study to McKinley Research Group, LLC for the total cost of \$94,890.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance:





KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Christine Cunningham, Assistant to City Manager

DATE: October 21, 2021

SUBJECT: **Resolution No. 2021-64 – Awarding an Agreement for the Kenai Waterfront Redevelopment Assessment and Feasibility Study**

The purpose of this memo is to recommend awarding an agreement for the Kenai Waterfront Redevelopment Assessment and Feasibility in the amount of \$94,890.00 to McKinley Research Group, LLC.

The City advertised the Request for Proposals (RFP) three times at least two weeks prior to the date bids were due, as well as on the City website. The following proposals were received on October 8, 2011:

BIDDERS	TOTAL PROPOSAL SCORE
McKinley Research Group, LLC	274.65
PDC, A Division of RESPEC Company, LLC	257.5
Agnew :: Beck	252.25

Taking into consideration price and the evaluation factors set forth in the request for proposals, responsive proposals were awarded points as set out in the RFP, and the proposal submitted by McKinley Research Group, LLC was determined to be the most advantageous to the City.

Ordinance 3237-2021 appropriated \$95,000 for this study with an estimated cost of the feasibility report being \$75,000 and a \$20,000 contingency for additional items (e.g. conceptual plans and financial feasibility analysis). The RFP included a cost proposal form that requested proposers provide a base bid for all services, and a deductive alternate, which provided for elimination of services to provide conceptual plans and Financial feasibility analysis.

The attached agreement for services includes all items included in the scope of services provided in the RFP, including the Kenai Waterfront Feasibility Study, Conceptual Plans and Financial Feasibility Analysis.

Council's approval is respectfully requested.

PROFESSIONAL SERVICES AGREEMENT

FOR

**KENAI WATERFRONT REDEVELOPMENT
ASSESSMENT AND FEASIBILITY STUDY**

THIS AGREEMENT made and entered by and between the CITY OF KENAI and MCKINLEY RESEARCH GROUP, LLC.

Section 1. Definition. In this Agreement:

1. The term "City" means the City of Kenai.
2. The term "Consultant" means McKinley Research Group, LLC.
3. The term "City Manager" means the City Manager of the City of Kenai or authorized representative.

Section 2. Scope of Services. The Consultant shall perform all the services provided for by this Agreement:

1. Kenai Waterfront Feasibility Study

i. Project Meetings

Engage City personnel to discuss the project, scope, project plan, and timelines and acquire necessary materials (e.g., mapping, zoning, available lands information). Establish project meetings at the beginning of the process, with additional meetings to be scheduled as necessary. Attend City Council and Planning and Zoning Commission meetings to present the final Feasibility Study and attend any additional public meetings as necessary.

ii. Communications

Maintain communication with designated City personnel to provide regular updates and discuss the progress of the project. Communication will be provided to the City Council, Planning and Zoning Commission, and the public as necessary throughout the project.

iii. Community Engagement

Engage the Kenai community to develop vision, core concepts, and priorities, including an initial meeting with the City of Kenai Administrative team to develop a program to work with members of the public and identify a multifaceted community engagement strategy and process that is transparent and inclusive.

iv. Elements of Study

Develop a comprehensive feasibility study, including the following elements:

- 1) Engage Kenai community and develop vision, core concepts, and priorities
- 2) Evaluate market conditions and identify opportunities for potential revitalization of the area

- 3) Review and assess existing plans and area characteristics, including infrastructure, access, zoning, and regulations to identify development constraints and provide recommended changes to support a thriving business, residential, recreational and cultural community
- 4) Review existing infrastructure and assess infrastructure needs to support redevelopment, including roads, water, sewer, stormwater, electrical, alternative power generation, and broadband infrastructure
- 5) Identify economic strategies, including private-public partnerships, external funding opportunities, improvement districts, and incentives that encourage redevelopment of the area
- 6) Develop an implementation strategy and recommendations

v. Final Report

Provide five (5) bound copies and an electronic version of the final feasibility study in an accessible file format. The final report should include results of public involvement, background review, assessment of existing conditions, risks and opportunities related to redevelopment, infrastructure needs, redevelopment strategies and concepts to revitalize and incentivize redevelopment, recommendations regarding zoning or land and development code changes and potential economic incentive programs, conceptual development design options, and potential for combinations of uses and activities to support revitalization of the area to maximize the potential to support a thriving business, residential, recreational and cultural community.

2. Conceptual Plans and Financial Feasibility Analysis

- i. Prepare examples of conceptual plan(s) for potential site redevelopment alternative(s) that are reproducible and in an accessible file format
- ii. Prepare financial analysis to evaluate the feasibility of redevelopment alternative(s)

Section 3. Time of Performance. The services of the Consultant shall commence November 8, 2021, and shall terminate May 31, 2022, subject to appropriation of funds from the Kenai City Council. The period of performance may be extended for additional periods only by the mutual written agreement of the parties and subject to appropriation of funds by the Kenai City Council.

Section 4. Compensation.

1. Subject to the provisions of this Agreement, the City shall pay the Consultant as compensation a total sum of Ninety-Four-Thousand, Eight Hundred and Ninety Dollars (\$94,890.00) for those services to which the parties agree in this Agreement.
2. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this agreement, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 5. Method and Time of Payment.

1. Payment shall be made within thirty (30) calendar days from receipt of an approved invoice.
2. Any expenditures identified as reimbursable under the request for proposal shall be included with the billings for professional services. Billing shall include a summary of expenditures to date by line item categories (e.g., personal services, travel, lodging, meals, and other). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the City requests said documentation.
3. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.
4. All invoices should be submitted in duplicate and addressed as follows:

City of Kenai
Attn: City Manager Office
210 Fidalgo Avenue
Kenai, AK 99611

Section 6. Ownership. All finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this Agreement are the property of the City.

Section 7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation only for work completed to the City's satisfaction in accordance with the terms of this Agreement.

Section 8. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 7, above, are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with the terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 7 of this Agreement shall govern the rights and liabilities of the parties.

Section 9. Causes Beyond Control. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, nonperformance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of this Agreement for cause. However, if and when such cause or causes cease to prevent

performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase “cause or causes beyond control,” as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of this Agreement. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant’s control.

Section 10. Modifications.

1. The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.
2. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of this Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of this Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 11. Interest of Members of City and Others. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement, which are paid directly to the Consultant.

Section 13. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 14. Findings Confidential. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 15. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 16. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Kenai. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 17. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 18. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable federal, state, and local regulations including, but not limited to, those laws related to wages, taxes, social security, workers compensation, nondiscrimination, licenses, and registration requirements. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 19. Agreement Administration.

1. The City Manager or designee, will be the representative of the City administering this Agreement.
2. The services to be furnished by the Consultant shall be administered, supervised, and directed by Susan Bell, President, with Donna Logan, Senior Consultant acting as primary contact and day-to-day project manager. In the event that the individual named above or any of the individuals identified in the proposal to perform work under this Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to written approval of the City.

Section 20. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 21. Defense and Indemnification. The Consultant shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Consultant or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subconsultants' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Consultant and subconsultants shall also not be required to defend or indemnify the

Owner for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

Section 22. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 23. Relationship of the Parties. The services to be rendered under this Agreement are those of an independent contractor. The Consultant will not at any time directly or indirectly act as an agent, servant or employee of the City or make any commitments or incur any liabilities on behalf of the City without the City's express consent. The City shall not supervise or direct the Consultant except as set forth in this agreement.

Section 24. Insurance. Consultant and all subconsultants, if any, shall maintain the following insurance coverage in effect during the term of this Agreement and shall file certificates of such insurance with the Owner or City prior to the commencement of its performance under this Agreement. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.

- A. A policy of comprehensive **general liability** insurance with limits of not less than **\$1,000,000** per occurrence covering injury to or death of any person or persons, and with limits of not less than **\$1,000,000** per occurrence covering **property damage**.
- B. **Auto liability** with included operations, contractual liability, and owned, leased, hired or borrowed, and non-owned vehicles with limits of not less than **\$1,000,000** combined single limit per occurrence.
- C. **Worker's Compensation and Employer's liability** insurance **in accordance with applicable laws**.
- D. **Professional Errors and Omissions** insurance in the amount of not less than **\$1,000,000**.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

- E. **Primary Coverage** for any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- F. **Deductibles and Self-Insured Retentions** any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- G. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

- H. **Verification of Coverage** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- I. **Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Said liability insurance shall provide that such insurance may not be canceled or reduced until **twenty (20) days** after the City shall have received notice of such cancellation or reduction.

Consultant shall maintain said insurance policies in effect and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified above in effect.

A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of this Agreement, pursuant to Section 8.

Section 25. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 26. Understanding. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 27. Notices. Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

City: City Manager
City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611

Consultant: McKinley Research Group, LLC
3800 Centerpoint Drive, Suite 1100
Anchorage, AK 99503

Section 28. Consultant’s Violations of Tax Obligations.

1. This Agreement can be terminated for cause, pursuant to Section 7, if it is determined that a Consultant is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within ten (10) calendar days of notification by regular mail.
2. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an agreement between the City and the same.

CITY OF KENAI

CONSULTANT

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

Jamie Heinz
City Clerk

Scott Bloom
City Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of 2021, by (name) _____, the (title) _____ of (name of corporation) _____ for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____



Sponsored by: Council Member Jim Glendening

CITY OF KENAI

RESOLUTION NO. 2021-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, SUPPORTING KENAI PENINSULA BOROUGH ORDINANCE 2021-40, AN ORDINANCE AMENDING KPB 2.40.015 REGARDING PLANNING COMMISSION MEMBERSHIP AND APPORTIONMENT.

WHEREAS, Resolution 2016-31 opposed Kenai Peninsula Borough Ordinance 2016-25 as introduced, which proposed to reduce Borough Planning Commission membership from 13 to 9 and eliminate the designated seat for the City of Kenai; and,

WHEREAS, Kenai Peninsula Borough Ordinance 2016-25 Substitute amended Borough Code 2.40.010 to reduce the Borough's Planning Commission membership from 13 members, including one member from each of the five first class or home rule cities of the Borough, to 11 members, without providing a process for how the five cities would share the four remaining city seats; and,

WHEREAS Kenai Peninsula Borough Code 2.40.010 does not identify specific city seats, how they would equitably rotate each year and term, or require that the 4 city seats be filled by a resident of the respective cities; and,

WHEREAS, Kenai Peninsula Borough Ordinance 2021-40, which has been introduced and is scheduled to be heard on December 7, 2021, would re-establish the number of Borough planning commissioners at 13; and,

WHEREAS, the Ordinance would also establish a designated seat for the cities of Homer, Kenai, Soldotna, Seward, and Seldovia and require that the individual appointed to that seat be a resident of the respective city; and,

WHEREAS, the Ordinance further clarifies that the city resident serving on a planning commissioner city seat shall be selected by the Borough Mayor from a list of recommendations submitted by the city council that consists of at least one applicant; and,

WHEREAS, current Borough policy requires that each Council provide a list of recommendations with more than one applicant, limiting the ability of the respective Council to comply with the policy in instances where only one applicant applies for a city seat; and,

WHEREAS, that same policy does not require that an individual that is appointed to a City seat be a resident of the respective City; and,

WHEREAS, the City of Kenai has the largest population of any city in the Borough, with a population of 7,424, or approximately 12% of the Kenai Peninsula Borough, according to the 2020 Census data; and,

WHEREAS, membership on the Borough's Planning Commission allows the City to provide input and weigh in on important development and economic activities that affect the City; and,

WHEREAS, specific representation on the Borough’s Planning Commission for municipalities and population centers is critical as evidenced by the Alaska Statute 29.40.020 which sets out a specific apportionment for home rule and first class cities located in the borough; and,

WHEREAS, it is in the best interests of the residents of the City of Kenai to be served by representation on the Borough’s Planning Commission as well as the residents of our neighboring home rule and first class cities within the Borough by re-establishing the number of Borough planning commissioners to 13 and reinstating City seats.

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

Section 1. The Council supports Kenai Peninsula Borough Ordinance 2021-40 as introduced and recommends the Kenai Peninsula Borough Assembly reestablish designated seats for the cities of Homer, Kenai, Soldotna, Seward, and Seldovia, and clarify that a planning commissioner serving on a city seat must be a city resident, and a list have at least one name.

Section 2. That a copy of this Resolution be forwarded to the Kenai Peninsula Borough Assembly and Mayor Pierce.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Council Member Jim Glendening

DATE: October 25, 2021

SUBJECT: **Resolution 2021-65 – Supporting Kenai Peninsula Borough Ordinance 2021-40, Amending KPB 2.40.015 Regarding Planning Commission Membership and Apportionment**

The Kenai Peninsula Borough Assembly will be considering Ordinance 2021-40, Amending KPB 2.40.015 regarding Planning Commission Membership and Apportionment at its December 7, 2021 meeting. This Ordinance re-establishes city seats, including the City of Kenai, on the Borough Planning Commission, which were reduced by Kenai Peninsula Borough Ordinance 2016-25 Substitute.

Since the enactment of Ordinance 2016-25, which was opposed by the City of Kenai at introduction, the five home rule and first class cities of the Borough, including Homer, Kenai, Soldotna, Seward, and Seldovia have shared four city seats by rotation. Kenai Peninsula Borough Code does not provide clarity as to how these seats would be distributed; however, the current policy of rotation means that at all times, one of these cities will not have representation on the Borough's Planning Commission for matters of importance to that city.

As the city with the largest population in the Borough, it is important that the City of Kenai has representation on the Borough's Planning Commission and not be required to share a rotating seat. Re-establishing the city seat lost by the enactment of Ordinance 2016-25 Substitute by re-establishing these seats and clarifying that the commissioner serving on a city seat must be a city resident, and a list have at least one name is in the best interests of residents of Kenai as well as the greater Kenai community.

Your consideration is appreciated.

Introduced by:	Cox, Chesley
Date:	10/26/21
Hearing:	12/07/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-40**

**AN ORDINANCE AMENDING KPB 2.40.015 REGARDING PLANNING COMMISSION
MEMBERSHIP AND APPORTIONMENT**

WHEREAS, Ordinance 2016-25 (Mayor) Substitute reduced the planning commission membership from 13 members to 11 members, but did not specify how city seats would be distributed; and

WHEREAS, AS 29.40.020(a) requires that planning commission membership be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough; and

WHEREAS, based on current census information the required apportionment ratio for an 11 member planning commission would be 7 at-large seats and 4 city seats; and

WHEREAS, there are five incorporated first class or home rule cities within the borough; and

WHEREAS, current code does not identify specific city seats or how they would equitably rotate each year and term; and

WHEREAS, Kenai Peninsula Borough cities have voiced a preference to continue having each of their cities represented on the planning commission each year; and

WHEREAS, based on current census information the required apportionment ratio, for all 5 cities to have a seat on the planning commission each year, the planning commission must be composed of at least 13 members with 8 at-large seats; and

WHEREAS, it is in the best interest of all affected parties that this issue be resolved and defined in code by establishing the seats apportionments that work for all parties while remaining in compliance with state statute; and

WHEREAS, clarity of code is of the utmost importance; and

WHEREAS, the assembly, as the legislative branch of the borough, has the responsibility to define and clarify any portions of KPB code that may come under scrutiny due to opposing interpretations or views as to its meaning; and

WHEREAS, borough code is unclear as to whether or not borough residents who live outside a first class or home rule city's boundaries are eligible to serve as a planning commissioner in a city seat; and

WHEREAS, all members are subject to appointment by the mayor and confirmation by the assembly, provided that members serving on city seats must be selected by the mayor from a list of recommendations submitted by the city council; and

WHEREAS, borough code and state law are unclear as to whether or not the required list of recommendations from a city council for their respective commission seat must include more than one recommended applicant; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of _____, 2021 recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That KPB 2.40.015 is hereby amended as follows:

2.40.015. Membership—Apportionment.

In accordance with AS 29.40.020(a):

- A. The planning commission shall consist of a maximum of [ELEVEN] thirteen members. Commission membership shall be apportioned so that the number of members from home rule and first class cities reflects the proportion of borough population residing in home rule and first class cities located in the borough. No more than one member of the commission may be from any single home rule or first class city in the borough unless more are required to satisfy the statutory apportionment requirement.
- B. City Seats. A city resident [MEMBER] serving on a planning commissioner city seat shall be selected by the mayor from a list of recommendations submitted by the council. The list will consist of at least one applicant from the respective city whose city seat is vacant or expiring [OF ANY CITIES FROM WHICH NO MEMBER WILL BE ON THE COMMISSION WHEN THE VACANCY IS EFFECTIVE, UNLESS APPORTIONMENT REQUIRES MORE THAN ONE MEMBER FROM A CITY. IN THAT EVENT ALL ELIGIBLE CITY COUNCILS MAY SUBMIT A LIST OF RECOMMENDATIONS FOR THE ADDITIONAL SEAT PROVIDED THAT NO CITY MAY HAVE GREATER THAN ONE MEMBER MORE THAN ANY OTHER HOME RULE OR FIRST CLASS CITY.] Appointments shall be subject to confirmation by the assembly. The city seats are as follows:

1. Homer;
2. Kenai;
3. Seldovia;
4. Seward; and
5. Soldotna.

[B] C. At-Large Seats. Planning commissioners residing [FROM] outside of first class and home rule cities shall be appointed at-large by the mayor and confirmed by the assembly and may be as representative of the following geographic areas as practical:

1. East Peninsula;
2. Southwest Borough;
3. Anchor Point/Ninilcik[/CLAM GULCH/KASILOF];
4. Clam Gulch/Kasilof;
- 5.[4.] Kalifornsky Beach;
- 6.[5.] Ridgeway;
- 7.[6.] Sterling;
- 8.[7.] Northwest Borough.

[THE GEOGRAPHIC AREAS REFERENCED IN THIS SECTION ARE DEPICTED IN THE MAP ON FILE AT THE BOROUGH CLERK'S OFFICE BEARING THE BOROUGH SEAL AND IDENTIFIED AS THE PLANNING APPORTIONMENT MAP APPROVED IN ORDINANCE 2001-29.]

[C] D. All planning commission members shall be appointed for their expertise and knowledge of the community and shall represent the entire borough.

SECTION 2. This ordinance becomes effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2021.**

, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Tysan Cox, Assembly Member *TC*
Lane Chesley, Assembly Member *LC*

DATE: October 14, 2021

SUBJECT: Ordinance 2021-40 Amending KPB 2.40.015 Regarding Planning
Commission Membership and Apportionment (Cox, Chesley)

This ordinance amends KPB 2.40.015 to clarify code pertaining to planning commission membership and apportionment.

The Assembly will have three questions to contemplate:

How many city seats should be on the planning commission?

The KPB currently has an eleven-member planning commission. There are four city seats which are subject to an informal rotation between five home rule/first class cities and seven at-large seats. This aligns with apportionment rules, but is difficult, if not, impossible to accomplish with five cities rotating four, 3-year term seats. It is mathematically impossible to create an equitable rotation. This is most likely why Ordinance 2016-25 did not specify how city seats would be distributed.

This ordinance would change the number of planning commissioners from eleven back to thirteen with each of the five home rule or first class cities within the borough having a seat and eight at-large seats. This change would solve the rotation dilemma the borough currently has. It would solve any argument between the cities and the borough as to which cities are to be left on the commission and which cities will be required to sit out.

Should cities be required to submit more than one applicant to the KPB Mayor for selection to the planning commission?

This year the KPB Mayor and legal department have made it known that they interpret state statutes and borough code to say that the city-approved list of recommendations submitted to the mayor should be more than one person. The city of Soldotna understands the same statutes and code to allow for a list to consist of only one applicant. Over the past several years most cities have only submitted one applicant for their designated planning commission seat,

as neither borough code nor state statutes designate the specific number of applicants required to be considered a list. Several KPB Mayors have accepted lists with only one city seat applicant, including our current KPB Mayor.

This ordinance would specify that the list of recommendations given to the borough mayor as approved by the city council would consist of at least one applicant from the respective city. In this case one applicant seems the best definition for a list because we often have very few people who choose to apply to serve as a commissioner. If two or more applicants were required, a process would need to be defined to deal with the situation of a city with only one applicant willing to serve on the commission.

Should any eligible resident of the borough be allowed to apply for planning commission city seat or should the applicant be required to be a resident of that city?

Recently the KPB Mayor and legal department made it clear that they believe state law allows for any eligible KPB resident to apply for a planning commission city seat. The city representatives and constituents that we have spoken with do not feel the same. Many of them disagree with this interpretation of the law.

This ordinance would specify that an applicant for a city seat on the planning commission would be required to be a resident of the respective city. Defining who can be seated in a city seat on the planning commission would eliminate any argument that the apportionment to the unincorporated borough could be too high to comply with State of Alaska requirements. If city seats were to be filled with residents from outside the cities, the cities would be inequitably served on the commission.

Your consideration of this ordinance is appreciated.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-66

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH DR. ANGUS MCRAE WARREN FOR MEDICAL DIRECTION AND OVERSITE OF KENAI FIRE DEPARTMENT AND KENAI 911 DISPATCH CENTER.

WHEREAS, The City of Kenai was notified by its current physician sponsor (Dr. Justin Warix) that he will be leaving the state at the end of the year and will not be able to complete the current contract as our Medical Director; and,

WHEREAS, the Fire Department and 911 Dispatch Center are required by 7 AAC 26.620 – 7 AAC 26.690 and 7 AAC 26.26.655 to have oversight by a physician who approves medical operations performed by its agencies; and,

WHEREAS, Dr. Justin Warix recommended Dr. Angus McRae Warren take over his responsibilities; and,

WHEREAS, pursuant to KMC 7.15.030(a) and 7.15.060(b) the City Manager has waived the requirement for a competitive purchase requirement for this contract with a total amount of less than \$35,000 as Dr. Warren has provided a proposal that is of no monetary change from the current contract with Dr. Warix and cannot reasonably be improved upon through a competitive process when considering the relationship between the physician sponsor and Fire Department is of a unique nature requiring special compatibility; and,

WHEREAS, sufficient funds have been appropriated into Fire and Dispatch budgets to cover costs associated with medical sponsorship.

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

Section 1. The Council authorizes the City Manager to execute a contract through June 30, 2022 with the option for three one year renewals by mutual consent with Dr. Angus McRae Warren to provide medical direction and oversight of Kenai Fire Departments Advanced Life Support Ambulance Service and Kenai 911 Dispatch Centers Emergency Medical Dispatch Program. The total cost for these 2 programs is \$7,000.00 per year with an additional cost of \$325.00 for membership fees for the Association of EMS Physicians and up to \$3,500.00 per year of expenses to attend EMS Medical Director continuing medical education training.

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


Resolution No. 2021-66
Page 2 of 2

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Tony Prior, Fire Chief

DATE: October 26, 2021

SUBJECT: **Resolution 2021-66 Professional Service Contract with Dr. Warren**

The Fire Department was notified by Dr. Justin Warix, the current Medical Director for the Kenai Fire Department and Kenai 911 Dispatch Center, that he has been accepted into a fellowship program for palliative care out of state. We have been extremely happy with the leadership, training, and oversight that Dr. Warix has provided for our departments since the beginning of 2020. He has notified us that he will not be able to function as our Medical Director beginning January 1, 2022.

With the assistance of Dr. Warix, we have found another emergency room physician who is willing and able to take over as Medical Director as is required in State Regulation/Alaska Administrative Code/Title 7 section 26.620 through 26.690. The Medical Director is responsible for the development, implementation, and evaluation of standards and guidelines for the provision of medical direction within the state's EMS system.

An emergency room physician must work closely with EMS agencies and be familiar with medications and procedures performed by Paramedics and EMT's and able to direct protocols for medications and procedures based on current medical practices. We feel that this is a key component to providing the best possible treatment to the residents of Kenai and/or anyone needing medical treatment within our service area. Dr. Angus Warren is willing to take over for Dr. Warix beginning Jan 1, 2022 at the same cost as we are currently paying for medical direction.

The City currently has within its budget the funds to award this contract and the agreed upon cost to provide medical direction for KFD and Dispatch is a fair and equitable price which provides a great service to our departments. I requested a sole-source approval for this contract that was approved by the City Manager as Dr. Warren was recommended by Dr. Warix, Dr. Warren has provided a price proposal that cannot reasonably be improved upon by a competitive process, and Dr. Warren is well suited for the unique role and will likely function well with Departments served.

I respectfully request your approval of this contract.

**PROFESSIONAL SERVICES CONTRACT
FOR PHYSICIAN SPONSOR OVERSIGHT OF KENAI FIRE DEPARTMENT AND
911 DISPATCH EMERGENCY MEDICAL CARE**

PART I: PARTIES

This contract is between the City of Kenai, Alaska, a municipal corporation in the State of Alaska, hereafter “City” or “COK” and Dr. Angus McRae Warren, MD, licensed as a physician in the State of Alaska, License number 6170, hereafter “Contractor” or “Medical Director”

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party’s own risk.

City:

Attn: Kenai Fire Chief
City of Kenai Fire Department
105 S Willow St
Kenai, Alaska 99611
Phone: (907) 283-7666

Contractor:

Attn: Angus Warren, MD
PO Box 117
Kasilof, Alaska 99610
(907) 398-2201

PART III: CONTRACT DESCRIPTION

This contract is a Professional Service Contract for Physician Sponsor Oversight of Emergency Medical Care for the Kenai Fire Department and 911 Dispatch.

PART IV: SCOPE OF WORK

- A. Contractor shall carry out in a professional and prudent manner all of the services required by this Contract. Contractor agrees to provide all services in a timely and responsible manner. Contractor agrees to fulfill the Medical Director responsibilities set out in 7 AAC 26.620 – 7 AAC 26.690, and to provide the following services:
1. Oversight of all emergency medical care provided by Emergency Medical Technicians (EMT’s) and Paramedics employed by the City of Kenai and working as a registered member of City of Kenai Fire Department with the State EMS Unit.
 2. Approval of continuing medical education program for each sponsored EMT holding a current State of Alaska EMT Certification, as well as each Paramedic holding a State of Alaska MICP License and National Registry Paramedic License.
 3. Approval of Expanded Scope Medications, Procedures, and Training Program to implement Expanded Scope of Care for EMT’s. The Medical Director will work directly with the City of Kenai Fire Department (KFD) Training Officer to formalize a training plan that will be submitted to the State of Alaska EMS Unit for approval.
 4. Quality assurance will be accomplished through evaluation of written medical incident reports. Initial review of all medical reports will be conducted by Peer Review from City of KFD members. The Medical Director will review incident reports and select significant reports for review at quarterly run-review training with department members.

5. The Medical Director must approve any new medical device, techniques or educational programs before they are used and/or placed into service, and shall provide KFD with his/her review within a reasonable time frame.
 6. The Medical Director will be the communications liaison between COK and Central Peninsula General Hospitals Emergency Room Physicians.
 7. The Medical Director shall provide quarterly run-reviews, of which, two shall include review of medical skills verification and training at KFD or at Kenai Peninsula College Paramedic Lab. KFD Training Office will be responsible for coordinating and scheduling dates and venues for training and run reviews. Run reviews shall be no less than 2 hours of review and training per session.
- B. Contractor shall also function as the Medical Director for City of Kenai 911 Dispatch and will provide all services required of a Medical Director by 7 AAC 26.655, and provide the following services.
1. Approval and oversight of IAED priority dispatch system for use by Emergency Medical Dispatchers (EMD's).
 2. Provide indirect supervision of medical triage decisions and treatment instructions provided by EMD's.
 3. Periodically review on at least an annual basis, a sample of medical triage decisions and treatment instructions provided by EMD's to callers.
- C. COK, by and through the KFD, agrees to the following:
1. COK will be responsible for the premium cost of medical malpractice insurance for a Sponsoring Physician Program, including training and EMS Medical Direction CME. Beginning January 1, 2022, KFD will reimburse the Medical Director for registration, airfare, lodging, per diem, and transportation to annual NAEMSP meetings and State of Alaska Annual Statewide EMS training, not to exceed \$3500.00 per year.
 2. KFD will pay the Contractor's membership fees for the Association of EMS Physicians in an amount not to exceed \$325.00 per year.
 3. KFD Training Officer will be responsible for scheduling dates of training as well as scheduling venues for training to accomplish the goals and requirements of the medical education program. This includes: EMT Refreshers, Paramedic Refreshers, ACLS and PALS training, Expanded Scope training and BLS training.
 4. KFD will provide the Medical Director with limited clerical support, including: light typing, photocopying, and AV equipment set-up.

PART V: TERM

The commencement date of this contract is effective as of January 1, 2022 and shall terminate on June 30, 2022 unless the City exercises option to renew. COK and Contractor may opt to renew this contract for up to three one-year terms. Should the COK and Contractor elect to renew, the contract terms shall remain unchanged absent written agreement to do otherwise signed by both parties. Should the COK choose to exercise its option to renew, it will give the Contractor notice, in writing, no less than 30 days prior to the end of the existing contract's termination date. If no notice is given and contract is not otherwise terminated contract shall proceed on month to month term.

PART VI: COMPENSATION AND TERMS OF PAYMENT

COK agrees to pay Contractor the total amount of \$6,000.00 per year for work provided as Physician Sponsor of City of Kenai Fire Department. In addition, COK agrees to pay Contractor the total amount of \$1000.00 per year for work provided as Physician Sponsor of City of Kenai 911 Dispatch Center. Total annual cost equal to \$7,000.00 in equal installments of \$583.33 per month starting on January 1, 2022. The first term of this contract from January 1, 2022 through June 30, 2022 shall be prorated to \$3,500.

PART VII: CONTRACTUAL RELATIONSHIP

The parties intend that an independent Contractor relationship is created by this contract. COK is interested only in results to be achieved as provided in this contract. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of COK for any purpose, and the employees of Contractor are not entitled to any benefits that the COK provides for the City's employees. COK does not agree to use the Contractor exclusively. Contractor does not agree to work for the City exclusively.

PART VIII: PERSONNEL, EQUIPMENT AND SUPPLIES

- A. Except as noted otherwise in this contract, Contractor represents that he/she has or will secure at their own expense, personnel, equipment, and supplies required in performing the services described in this contract.
- B. All of the services required hereunder by Contractor will be performed by Contractor.
- C. None of the work or services covered by this Contract shall be subcontracted without prior written approval of COK.
- D. Contractor is to be considered a Business Associate for the purpose of compliance with Health Information Portability and Accountability Act (HIPAA), and will conform to all requirements of said act in the performance of services required by this contract.

PART IX: CONTRACTOR QUALIFICATIONS

Contractor warrants that he/she is fully qualified and is licensed under all applicable local, state, and federal laws to perform his/her obligations under this contract. Contractor warrants that he/she is and will remain while providing services hereunder, fully licensed as a physician under all applicable local, state, and federal laws.

PART X: CHANGES

The COK may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract, unless the work or material is ordered in writing by the COK.

PART XI: NO ASSIGNMENT OR DELEGATION

The Contractor may not assign or delegate any interest in this contract without the prior written consent of the COK. Contractor may assign his/her rights to any payment under this contract without prior written consent of COK; however, notice of any such assignment or transfer shall be furnished promptly to the COK by Contractor.

PART XII: TERMINATION

The COK may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the COK. In the event that this contract is terminated by the COK for convenience, by mutual agreement of parties, or by default of a material condition, the COK is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of termination.

PART XIII: RECORDS RETENTION

The COK requires and maintains a records retention policy to comply with state and federal laws. The Contractor shall maintain records and provide in a reasonable time, records and financial documents relating to the performance of this contract for a minimum period of 7 years, or the resolution of any audit findings, claims or litigation related to this contract necessitating a longer period.

PART XIV: EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under the agreement with contractors or subcontractors.

PART XV: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business with the State of Alaska and the City under this contract.

PART XVI: CONFLICT OF INTEREST

Contractor warrants that no employee or officer of the COK has violated the conflict of interest provisions of COK Code or Ordinance regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of the City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay, inform the COK Attorney or City's representative for this contract.

PART XVII: INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless COK, its employees, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgement, or verdict, and includes the award of any attorney fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against COK relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. COK shall notify Contractor in a timely manner of the need for indemnification, but

such notice is not a condition precedent to Contractor’s obligations and may be waived where the Contractor has actual notice.

PART XVIII: OWNERSHIP OF DOCUMENT

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the COK and may be used by the COK for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws for documents and procedures established in the performance of this contract. The Contractor, for the period of 5 years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the COK. Unless otherwise directed by the COK, the Contractor may retain copies of all the materials.

PART XIX: IDENTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the COK, shall carry a COK or KFD notation or logo as directed by the COK.

PART XX: CHOICE OF LAW; VENUE

This contract shall be governed by the laws of the State of Alaska. Venue shall be in the State of Alaska, Third Judicial District in Kenai.

PART XXI: CONTRACT EXECUTION

Contractor and City represent that the person signing below on each parties respective behalf have the authority to do so and that it is a valid and binding contract enforced in accordance with its terms.

City:	Contractor:
Date: _____	Date: _____
By: _____	By: _____
Paul Ostrander, City Manager	Angus McRae Warren, MD

Content Approved by: _____, Fire Department

Content Approved by: _____, Police Chief

Form Approved by: _____, City Attorney



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-67

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AWARDING AN AGREEMENT FOR THE PURCHASE OF COMPUTER EQUIPMENT.

WHEREAS, the City issued a formal Invitation to Bid for FY22 Dell Equipment Rev 2 on October 6, 2021 with the following Bids received on October 25, 2021,

BIDDERS	BASE BID TOTAL
Hypertec Direct	\$56,301.93
Zones LLC	\$54,021.17
Insight	\$61,622.00
CDWG	\$56,134.85

; and,

WHEREAS, Zones LLC was found to be the lowest responsive bidder; and,

WHEREAS, the recommendation from City Administration is to award an Agreement to Zones LLC for \$54,021.17; and,

WHEREAS, purchase includes Dell Computers, Monitors, and Laptops; and,

WHEREAS, sufficient funds have been appropriated for this purchase.

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

Section 1. The Council authorizes the City Manager to execute an agreement for the project entitled "FY22 Dell Equipment" with Zones LLC for the total cost of \$54,021.17.


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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of November, 2021.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

THROUGH: Terry Eubank, Finance Director

FROM: Dan Castimore, IT Manager

DATE: October 26, 2021

SUBJECT: Resolution No. 2021-67

The purpose of this memo is to recommend awarding an agreement to Zones LLC for the purchase of Dell computer equipment.

The City advertised for bids through the Anchorage Daily News and Peninsula Clarion, as well as on the City website. The following bids were opened on October 25, 2021.

BIDDERS	BASE BID TOTAL
Hypertec Direct	\$56,301.93
Zones LLC	\$54,021.17
Insight	\$61,622.00
CDWG	\$56,134.85

The purchase includes computers, laptops, and monitors.

Each year funds are budgeted to replace computers on a five-year rotation. This purchase represents the equipment that is scheduled to be replaced in FY22.

Council's approval is respectfully requested.

KENAI CITY COUNCIL JOINT WORK SESSION
LAND MANAGEMENT PLAN
OCTOBER 11, 2021 – 5:00 P.M.
KENAI CHAMBER OF COMMERCE AND VISITOR CENTER
11417 KENAI SPUR HIGHWAY, KENAI, AK 99611
MAYOR GABRIEL, PRESIDING

NOTES

Council present: B. Gabriel, H. Knackstedt, B. Molloy, T. Winger, J. Glendening, G. Pettey, V. Askin

Airport Commission
Present: P. Minelga, J. Zirul

Harbor Commission
Present: M. Dunn, B. Peters, D. Peck

Planning and Zoning Commission Present: J. Twait, G. Woodard, G. Greenberg, A. Douthit

Parks and Recreation
Commission Present: J. Dennis, S. Kisena, M. Bernard, J. Joanis, D. Rigall,

Others present: City Manager P. Ostrander, Assistant to the City Manager C. Cunningham, City Clerk J. Heinz, Planning Director R. Foster, Public Works Director S. Curtin, Parks and Recreation Director B. Frates, Airport Manager E. Conway, Parks and Recreation Administrative Assistant T. Best, City Council Member Elect J. Baisden, City Council Member Elect D. Sounart

A. Call to Order and Pledge of Allegiance

Mayor Gabriel called the work session to order at 5:00 p.m.

B. Introduction and Presentation of Land Management Plan – City Manager

City Manager P. Ostrander introduced the draft Land Management Plan (LMP) noting the purpose of the meeting is to explain how the plan was put together, and what the next steps will be over the next few months. The reason for creating the plan was because the City was looking to evaluate and develop recommendations for City-owned lands that encourage responsible growth and development for the community. He provided a background on the City's acquisition, use, and management of lands, and noted that three years ago the City Council directed Administration to take a City-wide approach to land management which led to the current draft LMP.

He highlighted the City Lands Inventory and Database, noting it would result in an improved response to the public when providing information about City-owned lands. He reviewed how the Plan will provide recommendations for lands based on the categories Retain, Dispose, Dispose (lease only) and Mixed (Retain/Dispose). He discussed a timeline for review, additional meetings, and final council adoption.

He provided a tour of the online GIS mapping developed by Gary Greenberg, showing layers highlighting all municipal lands, lands recommended for sale or lease, and lands recommended for retention. He also showed a filter feature which allowed toggling lands for disposal, lands for leasing, etc.

It was noted that revisions and recommendations would be taking place over the next few months through commissions and Council work sessions. He noted that comments could be submitted via an online or paper comment form distributed at the meeting, and all comments would be captured in a document which would include the commenter's name, comment, and map the comment refers to. If the comment is incorporated into the final plan, the original comment will be referenced.

C. Public Comment

Council Member Pettey asked about the acreage of the City and how much is privately held.

Council Member Knackstedt asked how the document would be updated as a living document, and was clarified that the Planning Department would be responsible for updating the plan. Updates would be accomplished through the GIS database, and written plan updates would be done through regular sequence.

Planning & Zoning Commission Chair Twait asked if it was possible right now for people to purchase a piece of property, and it was clarified that this can be accomplished immediately and this was a tool for management moving forward.

Harbor Commission Chair Mike Dunn asked when the GIS would be available for the public, and it was noted that Administration hoped to bring the tool online as soon as possible.

Planning & Zoning Commissioner Alex Douthit asked if lots would be assessed only by the Borough or if there would also be independent appraisal. It was clarified that current assessment information was from the Borough, but that some small amount of properties might be appraised separately.

Mayor Gabriel asked whether legislation would be required to deem some properties for a public purpose. It was clarified that those lands are assumed needed for a public purpose, and legislation would deem them not for a public purpose.

Council Member Elect Baisden asked whether Administration would be making changes based on submitted comments or if Council would make those decisions. He also asked if the City is going to be doing auctions for the land. It was clarified that Administration may be making changes to correct inaccuracies or include additional information, but recommendations from commissions or public would be brought to Council for approval. Baisden noted that sales of City lands can evoke an emotional response from residents. Clarification was provided that Title 21 and 22 require development and for the City to sell property.

Mayor Gabriel asked regarding lands with retain/disposal recommendations if subdivisions needed to take place beforehand, or at the time a developer is interested. City Manager Ostrander noted it was part of the implementation plan, and would also depend on what Council wanted.

Council Member Askin asked how difficult it would be to change the zoning of a parcel that was designated Municipal Use, and referred to a parcel in the presentation. It was noted that Administration would have to work with the State to change this.

Planning & Zoning Commissioner Alex Douthit asked if there was a standard process for land sales, and asked about buyers obtaining their own appraised value. It was clarified that per Kenai Municipal Code, an appraisal is required before sale.

Mayor Gabriel thanked City Manager Ostrander for the work he and his staff put into this, and that Kenai's lands are one of our largest assets that could be better utilized and this is an excellent start.

D. Council Discussion and Comments

Council Member Pettey thanked Administration and Council for authorizing the implementation of this plan, and was looking forward to receiving input from the commissions.

Council Member Askin also thanked Administration, expressed appreciation for the tool, and thanked Greenberg for his work on it. She stated that she is excited to how the program go live online for the public, noting that this will be good for the City.

Council Member Knackstedt noted that Administration did a great job on the document, that it was easy to follow and well organized. He thanked Greenberg for his work on the GIS mapping.

Vice Mayor Molloy thanked Administration, Greenberg, and everyone who put together the Plan, noting that it was comprehensive and detailed. He made a recommendation to divide the document into smaller chunks to make smaller digital file. He noted that he agreed with Baisden that land use one of the most contentious issues that Council deals with. He stated the timeline was pretty tight and goes over the holidays, and that it would be very important to get the engagement and input from the public. He commented that it seems that there is a lot of land with a "dispose" recommendation which would lead to misunderstanding that the City is up for sale, and agreed with Commissioner Douthit regarding land values. He noted that some changes may take a while, especially those which involve the State. He noted that the Plan does not discuss potential acquisitions of land, and is also missing discussion on reviewing and evaluating future needs of the City.

Council Member Winger thanked Administration for their work, stating that this is a good starting point for drawing business. She noted that she agreed with Vice Mayor Molloy that if the City if wants the most input from the community, holiday time may not work well for people and the timeline could be adjusted.

Council Member Glendening thanked Administration and agreed that holidays are not a good time for work sessions. He noted that he would like to see a zoning map and a land use table included. He noted he was unclear on how the value of the land is determined, and clarification was provided that Kenai Municipal Code required an appraisal to determine fair market value, and that the applicant pays for appraisal and would be credited back after sale.

Mayor Gabriel thanked those for attending and noted there would be more opportunities for the commissions and public to flesh out this plan. He noted that the City has a good inventory and documentation of its lands, and this will be a good foundation moving forward. Thanked

City Manager Ostrander and Gary Greenberg. He reminded Commissioners that they can reach out to Administration.

E. Adjournment

The work session adjourned at 5:53 p.m.

Notes were prepared by:

Jamie Heinz, MMC
City Clerk

DRAFT

**KENAI CITY COUNCIL – REGULAR MEETING
OCTOBER 20, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
VICE MAYOR ROBERT MOLLOY, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on October 6, 2021, in City Hall Council Chambers, Kenai, AK. Vice Mayor Molloy 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 (virtual)
Henry Knackstedt
Jim Glendening
Victoria Askin

Robert Molloy
Teea Winger
Glenese Pettey

A quorum was present.

Also in attendance were:

**Aleea Faulkner, Student Representative
Paul Ostrander, City Manager
Scott Bloom, City Attorney
Jamie Heinz, City Clerk
Meghan Thibodeau, Deputy Clerk

3. Certification of the October 5, 2021 Election Results

The City Clerk read the results of the October 5, 2021 election as follows:

Candidate	Poll Votes Received	Absentee, Etc., Votes Received	Total Votes Received
Duffield, James "Jim"	47	16	63
Douthit, Alexander	203	73	276
Baisden, James	279	47	326
Sounart, Deborah	302	40	342
Askin, Victoria	233	79	312
Write-Ins	14	3	17

Absentee (in-person, by-fax/email, personal needs, by-mail) and Questioned Ballots Voted	152
Absentee/Questioned Ballots Rejected	9
Absentee/Questioned Ballots Counted	143
Poll Voter Turn Out	619 / 9.87 %
Total Voter Turn Out	762 / 12.15 %

MOTION:

Council Member Knackstedt **MOVED** to certify the election results of October 5, 2021 as presented and Teea Winger **SECONDED** the motion.

VOTE:

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

MOTION PASSED UNANIMOUSLY**4. Agenda Approval****MOTION:**

Vice Mayor Molloy noted the following additions to the packet:

Add to item D.4. **Ordinance No. 3251-2021**

- Supplemental Memo

Add to item G.7. **Discussion of Kenai Dog Park**

- Supplemental Memo

Council Member Knackstedt **MOVED** to approve the agenda with the requested revisions and requested **UNANIMOUS CONSENT**. Council Member Pettey **SECONDED** the motion.

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

5. Oath of Office for Student Representative, Alea Faulkner

Vice Mayor Molloy administered the Oath of Office to Student Representative, Alea Faulkner.

6. Consent Agenda**MOTION:**

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

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

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

Sharon Efta asked for clarification on why the Council certified the election if the Canvass Board certified the election. Clarification was provided that the Council was the judge of the elections and Ms. Efta was assured the municipal code was being followed.

Buck Steiner spoke in favor of the onsite maintenance manager at Vintage Pointe.

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

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

B. SCHEDULED PUBLIC COMMENTS – None.

C. UNSCHEDULED PUBLIC COMMENTS

Garret Ennis discussed ongoing rallies for medical liberty and freedom. Provided an overview of the reason for the rallies and provided a copy of an essay titled, “not yours to give” and also a declaration of medical liberty. Also supported newly elected Council Members and current Council Members. Encouraged acting to prevent mandates coming down.

Queen Aleta Parker quoted the constitution and spoke against government intervention in medical choice.

Jason Floyd spoke about the rally he attended; expressed appreciation for no mask mandates and that Kenai and its buildings were open. He referred to the bible and that the love of money is a root of all evil and noting that there was an open tap of federal money coming into our community to influence government and coerce the people to do things with their bodies. Mr. Floyd pointed out he has been watching Council’s decisions with government funds and cautioned Council against using their positions to presume they have knowledge outside of the public’s.

Christine Hutchison expressed concern that the public does not hear from anyone about preventative medicine and noted that she wants doctors and pharmacists to be able to prescribe and distribute ivermectin to patients in and out of the hospital adding that she understood that Council didn’t have that power but wanted the message out there.

April Orth spoke about her personal experience having COVID, provided some resources for acquiring treatment such as hydroxychloroquine and ivermectin. Her biggest suggestion was if you thought you were getting sick get to a front line doctor, be in contact with one of them so you don’t have to go to the hospital.

Ann Hoffman encouraged the Student Council Representative to do research and reach out to other students about health alternatives.

Carol Freas congratulated Mr. Molloy on 16 years on the City Council; thanked him for his dedication to community, citizens, and staff. She also thanked Bob Frates for his many years of service to City.

James Baisden thanked Carol Freas for bringing up the work that Mr. Molloy has done for the city and echoed the gratitude to both Mr. Molloy and also Ms. Askin. Thanked those that testified this evening noting he has been very outspoken about mandates; will be a voice against mandates. Mr. Baisden also noted the experience he and his family had with COVID and seeking treatments and medicine.

Kristine Schmidt thanked Council and Administration for all the help they have given Bob over his 16 years on the Council. Ms. Schmidt also thanked the Fire Department for their work so she, Bob, and the community could get vaccinated as quickly as they could.

D. PUBLIC HEARINGS

1. **Ordinance No. 3248-2021** - Accepting and Appropriating a Collection Equity Award from the Network of the National Library of Medicine Region 5 for the Purchase of Health and Wellness Titles for the Kenai Community Library Collection. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3248-2021 and Council Member Pettey **SECONDED** the motion.

Vice Mayor Molloy opened the floor for public comment.

Sharon Efta asked for and was provided clarification on the materials the library intended to purchase with the grant which included topics such as stress relief, self-care, mental health, healthy habits, living with a chronic disease, caregiver support, books about Medicare and Medicaid, health literacy books, cancer, ADHD, and women's and men's health titles. Ms. Efta encouraged the Council to look at titles before rubber stamping an approval.

Dave Peck noted an email from the Library Director to Council Member Askin listing subjects of books noting the topics were fine but that his issue was with the grant being a health equity grant pointing out that in the whereas clauses there was mention of underrepresented groups. Mr. Peck wanted to know who was underrepresented and wondered what the grant required other than purchasing materials; noted his main issue is with the word equity as it created division instead of unity. Mr. Peck also wondered if the grant was enhancing a federal agenda or requirements attached to the money which would not necessarily represent the views of the people of Kenai or the Council.

Christine Hutchison suggested there was government overreach related to money into states and cities. She also suggested cut backs were needed, there were plenty of books on these subjects already in the library; asked Council to reject the ordinance and federal money.

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

Clarification was provided that the final report was due in May 2022; wanted to purchase the books in the end of November.

It was noted that the funds replenish certain topics of books in the library. Reference was made to the banned books that libraries have available and a word of caution was provided noting rejection of a title due to a perception was a slippery slope.

MOTION:

Council Member Glendening **MOVED** to postpone to the first meeting in December to give more time to get information requested by the public and Council Member Knackstedt **SECONDED** the motion.

Administration asked for clarification on what information was being requested; titles or an expansion on the topics; able to provide an expanded understanding of what is going to be purchased.

The Library Director noted a sample of titles could be provided within the timeframe.

Clarification was provided that the Library Director has a \$59,000 budget for purchasing books at her discretion and that the library staff is always looking at titles to weed out or replace or expand with new titles to meet the needs of the residents; ways to supplement the purchasing power are also always looked for

It was suggested that if constituents come to Council Members with concerns of specific book titles, it was the Council's job and obligation to look into it. The library director was thanked for applying for the grant. Concern was expressed with the Network of National Library of Medicine noting the content they provide was not items the library would be carrying.

Clarification was provided that the Library Director was not restricted by the grant to specific titles or subjects. Ensuring that books representing different points of view and not censoring information and protecting freedom of speech and freedom of access was very important and how rejection of specifics could jeopardize freedom of speech, access, and being censored. Agreed to postponement so more information could come forward.

UNANIMOUS CONSENT was requested.

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

MOTION PASSED UNANIMOUSLY.

2. **Ordinance No. 3249-2021** - Accepting and Appropriating Funding from the American Library Association for the Kenai Community Library's Participation in the NASA@ My Library Programming Initiative. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3249-2021 and Council Member Glendening **SECONDED** the motion.

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

Clarification was provided that the Challenger Learning Center agreed to be a partner; also provided that the Library will be getting information out to schools and putting STEM kits together.

VOTE:

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

NAY:

**Student Representative Faulkner: YEA

MOTION PASSED UNANIMOUSLY

3. **Ordinance No. 3250-2021** - Increasing Estimated Revenues and Appropriations in the Vintage Pointe Enterprise Fund and Awarding a Contract for a Resident Maintenance Manager for the Vintage Pointe, Congregate Housing Facility. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3250-2021 and Council Member Askin **SECONDED** the motion.

Vice Mayor Molloy opened the floor for public comment.

Yente Verg-In spoke in support of the maintenance manager.

Mr. Steiner's asked that his previous comments from approval of the consent agenda, in support of the maintenance manager, were applied to this agenda item.

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

Clarification was provided that because the maintenance manager is a contractor, a cell phone stipend is not provided as it would be to an employee.

MOTION TO AMEND:

Mayor Gabriel **MOVED** to add a new section 2 that reads, "that the City Manager is authorized to execute a contract for the Resident Maintenance Manager for the Vintage Pointe Congregate Housing Facility with Sadler Property Management for the remainder of Fiscal year 2022 in the amount of \$55,503 and for Fiscal Years 2023 and 2024 in the amount of \$74,004 annually," and renumber the remaining sections and requested **UNANIMOUS CONSENT**. Council Member Knackstedt **SECONDED** the motion.

VOTE ON THE AMENDMENT: There being no objections, **SO ORDERED**.

The Senior Center Director was thanked for finding and nurturing the maintenance manager position; the excellent quality of the facilities and the value to the senior community was noted.

Clarification was provided that the RFP solicited a contractor due to the number of apartments and the average of the tenants living independently. Clarification was also provided that the contractor would be paying rent in the facility for the first time. Finally, clarification was provided that the contract was for a three year term with two one year extensions so that administration wasn't

coming back to Council annually to approve a purchase order; having an onsite maintenance manager has saved us from potential damages that happen during non-business hours.

VOTE ON THE MAIN MOTION AS AMENDED:

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

NAY:

**Student Representative Faulkner: YEA

MOTION PASSED UNANIMOUSLY.

- 4. Ordinance No. 3251-2021** - Increasing Estimated Revenues and Appropriations in the General Fund, Clerk Department, for Costs in Excess of Budgeted Amounts Due to the Resignation of the City's Clerk and Onboarding of a New City Clerk. (City Council)
1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Adoption (Requires Five Affirmative Votes)

MOTION FOR INTRODUCTION:

Council Member Knackstedt **MOVED** to introduce Ordinance No. 3251-2021 and Council Member Pettey **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

MOTION FOR SECOND READING:

Council Member Knackstedt **MOVED** to hold a second reading of Ordinance No. 3251-2021. Council Member Pettey **SECONDED** the motion and requested **UNANIMOUS CONSENT.**

VOTE ON SECOND READING: There being no objection; **SO ORDERED.**

MOTION FOR ENACTMENT:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3251-2021 and Council Member Glendening **SECONDED** the motion.

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

VOTE ON ENACTMENT:

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

NAY:

**Student Representative Faulkner: YEA

MOTION PASSED UNANIMOUSLY.

- 5. Resolution No. 2021-61** - Opposing the Doyon Coalition Redistricting Map as Presented. (Council Members Knackstedt and Pettey)

MOTION:

Council Member Knackstedt **MOVED** to approve Resolution No. 2021-61 and Council Member Pettey **SECONDED** the motion.

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

An affirmative vote was encouraged so our City would not be broken up and reducing confusion.

Vice Mayor Molloy reported that he attended the Redistricting Meeting and, as an individual member of Council, testified against the Doyon proposal, making it clear that it was not the position of the entire Council, and that a resolution would be coming forth. He also provided a report of the testimony at the meeting noting that there wasn't much favor for the Doyon proposal.

An overview of the specific area being cut out of the map was provided.

UNANIMOUS CONSENT was requested.

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

E. MINUTES

1. *Special Meeting of October 1, 2021. (City Clerk)

Approved by the consent agenda.

2. *Regular Meeting of October 6, 2021. (City Clerk)

Approved by the consent agenda.

F. UNFINISHED BUSINESS – None.**G. NEW BUSINESS**

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

Approved by the consent agenda.

2. ***Ordinance No. 3252-2021** - Increasing Estimated Revenue and Appropriations in the Water & Sewer Fund for Operational Costs in Excess of Budgeted Amounts at the Waste Water Treatment Plant. (Administration)

Introduced by the consent agenda and Public Hearing set for November 3, 2021.

3. ***Ordinance No. 3253-2021** - Accepting and Appropriating a Donation from Hilcorp Energy Company to Assist with the Annual Areawide Senior Thanksgiving Dinner. (Administration)

Introduced by the consent agenda and Public Hearing set for November 3, 2021.

4. **Action/Approval** - Re-appointment of Rachael Craig to Council on Aging. (Mayor Gabriel)

MOTION:

Council Member Askin **MOVED** to approve re-appointment of Rachael Craig to Council on Aging. Council Member Pettey **SECONDED** the motion and requested **UNANIMOUS CONSENT**.

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

5. **Action/Approval** - Approving an Employment Agreement Between the City of Kenai and City Clerk Michelle Saner. (City Council)

MOTION:

Council Member Knackstedt **MOVED** to approve an employment agreement between the City of Kenai and City Clerk Michelle Saner. Council Member Askin **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

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

MOTION:

Council Member Winger **MOVED** to approve a Special Use Permit to Alaska Geographic for a vending kiosk in the airport terminal. Council Member Knackstedt **SECONDED** the motion.

Clarification was provided that Kenai National Wildlife Refuge knickknacks would be sold in the vending kiosk.

UNANIMOUS CONSENT was requested.

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

7. **Discussion** - Kenai Dog Park.

It was asked if this item could be postponed until members of the group could contribute to the discussion.

A brief overview of the journey of the Dog Park was provided. Appreciation was expressed for former Mayor Pat Porter's fundraising work noting she will likely reach her goal; appreciation was also expressed for Home Depot for their contributions.

Administration was thanked for the memo in the laydown.

It was decided this item would be on the agenda for the next Council meeting.

A conflict in the Ordinance No. 3250-2021 and the contract it authorized was noted.

MOTION TO RECONSIDER:

Council Member Knackstedt **MOVED** to reconsider Ordinance No. 3250-2021 and Council Member Pettey **SECONDED** the motion.

VOTE ON RECONSIDERATION:

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

NAY:

**Student Representative Faulkner: YEA

MOTION PASSED UNANIMOUSLY.

MOTION TO AMEND:

Council Member Knackstedt **MOVED** to amend Section 2 by inserting the words, “and for 2 successive one-year terms by mutual written consent of owner and contractor,” after the year, “2024,” and Council Member Pettey **SECONDED** the motion.

Clarification was provided that the amendment would allow the contract to be extended as written in the agreement and Request for Proposal.

UNANIMOUS CONSENT was requested.

VOTE ON THE AMENDMENT: There being no objection; **SO ORDERED.**

VOTE ON ENACTMENT OF THE ORDINANCE AS AMENDED:

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

NAY:

**Student Representative Faulkner: YEA

MOTION PASSED UNANIMOUSLY.

H. COMMISSION / COMMITTEE REPORTS

1. Council on Aging – No report. Next meeting November 10, 2021.
2. Airport Commission – Council Member Knackstedt reviewed the actions of the October 14, 2021 meeting. Next meeting November 9, 2021.
3. Harbor Commission – No report. Next meeting November 8, 2021.
4. Parks and Recreation Commission – Council Member Winger reviewed the actions of the October 7, 2021 meeting; also thanked Director Frates for his years of service to the City. Next meeting November 4, 2021.

5. Planning and Zoning Commission – Council Member Glendening reviewed the actions of October 13, 2021 meeting. Next meeting October 27, 2021.
6. Beautification Committee – Council Member Askin reported on the meeting of October 12, 2021.
7. Mini-Grant Steering Committee – Mayor Gabriel noted an upcoming meeting to consider an application received from the Disc Golf Group.

I. REPORT OF THE MAYOR

Mayor Gabriel reported on the following:

- Thanked those who testified;
- Thanked all the candidates that ran for election;
- Thanked Council Member Askin for serving noting that she served the citizens well;
- Congratulated Deborah Sounart and James Baisden on their election;
- Expressed appreciation for Vice Mayor Molloy's service to the City and the work he has accomplished on the Council; presented Vice Mayor Molloy a plaque.

J. ADMINISTRATION REPORTS

1. City Manager – City Manager Ostrander reported on the following:
 - Working on a preliminary design for the airport runway rehabilitation noting the main runway will be completely rehabilitated in next 2-3 years,
 - Looking for short and long term shelters for those experiencing homelessness;
 - Legislation coming forth to select McKinley Research Group for the Waterfront Revitalization Feasibility Study;
 - Interviewing for a new Parks and Recreation Director;
 - Senator Murkowski had announced appropriation in a bill before congress for spruce bark beetle mitigation;
 - Retirement Party for Parks and Recreation Director Frates on 10/29; encouraged Council Members to attend;
 - Bluff Erosion Project Update - met with the design contractor and expect first project deliverables in December;
 - Congratulated Deborah Sounart and James Baisden on their election noting he looked forward to working with them;
 - Thanked Council Member Askin for the time she served on Council;
 - Thanked Vice Mayor Molloy for his service on Council noting he worked with several legislators and Vice Mayor Molloy was one of the best.
2. City Attorney – No report
3. City Clerk – City Clerk Heinz reported on the following:
 - Advised postponement of Ordinance No. 3248 would result in falling off the agenda pursuant to KMC 1.15.050 and a new ordinance could be brought forth at the next meeting;
 - Recruiting for Commissioners due to terms ending on December 31;

- Thanked Vice Mayor Molloy for support for the Clerk's Office and the work accomplished together.

K. ADDITIONAL PUBLIC COMMENT

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

Ann Hoffman spoke in support of Alaska made items for the Alaska Geographic kiosk. She also spoke in support of striking and adding new language for amendments to make legislation easier to follow.

Kristine Schmidt explained Alaska Geographic as described on their website noting that you can see their materials at many parks around Alaska.

2. Council Comments

Student Representative Faulkner reported on current sporting events noting increased school spirit, Halloween activities, school vandalism, mental health in the school, and test fees for AP classes being expensive. She also congratulated Deborah Sounart and James Baisden.

Council Member Askin noted Director Frates will be missed; noted the huge impact Vice Mayor Molloy had serving on the Council; thanked the City Clerk for her service to the City and Council and wished her the best; thanked the Administration for their support and patience noting she learned a lot from them and thanked the Council for appointing her to the Council.

Council Member Winger welcomed the Student Representative and highlighted the student civics fundraiser; congratulated James Baisden and Deborah Sounart; thanked Council Member Askin and Vice Mayor Molloy noting it's been great working with them; provided a reminder for the ongoing Dog Park raffle adding that the group was looking for businesses that would be willing to partner in that effort; recognized fallen Nikiski firefighter; noted the Fire Department was currently going through schools to practice drills and expressed appreciation.

Council Member Pettay thanked all community members who shared comments tonight noting the City strived for full transparency; encouraged them to reach out to Council and Clerk to get information; thanked Department Directors for their staff reports in the packet; noted it had been an honor to serve with Council Member Askin; welcomed new Council Members Baisden and Sounart noting she looked forward to working with them; thanked Student Representative Faulkner for her insight; noted Director Frates would be greatly missed; thanked Vice Mayor Molloy for his professionalism, attention to detail, and leadership.

Council Member Glendening thanked the City Manager for responding to his abandoned vehicle request; gave congratulations to new council members and Student Representative; expressed appreciation for the Public Works staff report; thanked Vice Mayor Molloy for his service noting he has enjoyed working with him; attended the Pumpkin Festival which was well received; expressed gratitude for Vice Mayor Molloy giving assistance to those that had questions during public comment; noted Director Frates would be missed; added that there was nothing meant to be critical

regarding the library but will learn how the library purchases materials; deadline is December 8th for applying for Commissions; asked if certification would be better as a resolution.

Council Member Knackstedt thanked Vice Mayor Molloy noting he was thorough and thoughtful and his insight improved the legislation; thanked Director Frates for his service to the City; noted he enjoyed working with Council Member Askin thanking her for her dedication; congratulated new Council Members Sounart and Baisden; congratulated Student Representative Faulkner; thanked Shellie Saner for becoming the City Clerk noting he looked forward to working with her; attended the Pumpkin Festival; noted Kenai Aviation's upcoming annual pumpkin drop.

Mayor Gabriel recognized the new Student Representative, echoing previous comments expressing appreciation for her input.

Vice Mayor Molloy appreciated the Joint Work Session on the Land Management Plan and encouraged Council to consider adopting the plan by ordinance rather than resolution because it gave more time to the public; welcomed Student Representative Faulkner and mentioned other past Student Representatives; thanked his wife for her support; thanked voters that have elected him, past mayors, current council members, and past council members noting the service they have provided the City; welcomed Council Members Sounart and Baisden; encouraged everyone to keep the Mission Statement of the City in mind; thanked City Managers, Attorneys, and City Clerks noting the administrative team has been important to his success and the success of the legislation; thanked Director Frates for his service to the City; noted the mil rate has been reduced and low sales tax because the Councils have followed the mission statement. Thanked City Clerk Heinz for work with him on legislation. Vice Mayor Molloy reiterated that it's been an honor and privilege and is excited for future of City.

L. **EXECUTIVE SESSION** – None.

M. **PENDING ITEMS** – None.

N. **ADJOURNMENT**

O. **INFORMATION ITEMS**

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

There being no further business before the Council, the meeting was adjourned at 9:32 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of October 20, 2021.

Jamie Heinz, 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: NOVEMBER 3, 2021**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	90,516.24

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect Int.
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Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3254-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AMENDING KENAI MUNICIPAL CODE SECTION 14.05.025 – TELEPHONIC PARTICIPATION AT PLANNING AND ZONING COMMISSION MEETINGS, TO PROVIDE FOR REMOTE ELECTRONIC PARTICIPATION IN PLANNING AND ZONING COMMISSION MEETINGS BY COMMISSION MEMBERS.

WHEREAS, telephonic participation in Planning and Zoning Commission meetings was provided to increase participation by allowing members to take part in meetings when work or family matters require their absence from Kenai; and,

WHEREAS, during the COVID-19 Public Health Emergency ordinances were suspended allowing for remote electronic participation, virtually; and,

WHEREAS, providing virtual remote electronic participation has proved to provide a better experience for the Commission member participating remotely and those participating in-person; and,

WHEREAS, at their regular meeting on October 13, 2021, the Planning and Zoning Commission unanimously supported amending KMC 14.05.025 to allow for remote electronic participation; and,

WHEREAS, the Council recognizes that it is vital for Planning and Zoning Commission members to have effective participation in meetings.

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

Section 1. Amendment of Section 14.05.025 – Telephonic participation at Planning and Zoning Commission meetings of the Kenai Municipal Code: That Kenai Municipal Code, Section 14.05.025 – Telephonic participation at Planning and Zoning Commission meetings, is hereby amended as follows:

14.05.025 [TELEPHONIC] Remote electronic participation at Planning and Zoning Commission meetings.

- (a) Except as otherwise provided in subsection (e), if at least a quorum is physically present at a Commission meeting, other commissioners may participate via [TELEPHONE] electronic means in the Commission meeting, if the commissioner declares that circumstances prevent physical attendance at the meeting. If the chair chooses to participate via [TELEPHONE] electronic means, the vice-chair shall preside.

- (b) No more than the first two (2) commissioners to contact the Clerk's office regarding [TELEPHONE] remote electronic participation in a particular meeting may participate via [TELEPHONE] remote electronic means at any one (1) meeting.
- (c) The commissioner shall notify the Clerk's office in writing as soon as reasonably practical, but not less than six (6) hours prior to the start of the Commission meeting that the member proposes to attend by [TELEPHONE] remote electronic means. Such notification shall state whether such [TELEPHONIC] remote electronic participation is pursuant to subsection (n) or (o), and, if needed, shall provide the physical address of the location, the telephone number, and any available facsimile, email, or other document transmission service. Failure to provide the notification within the period of time provided herein shall result in the member's exclusion from attendance of a Commission meeting through [TELEPHONIC] remote electronic participation. The Clerk or designee shall notify all Commission members of the request.
- (d) At the meeting, the Clerk or designee shall establish the [TELEPHONE] appropriate connection when the call to order is imminent.
- (e) A commissioner participating by [TELEPHONE] remote electronic means shall be counted as present for purposes of discussion and voting except for matters and agenda items appealable to the Board of Adjustment.
- (f) The commissioner participating by [TELEPHONE] remote electronic means shall make every effort to participate in the entire meeting. From time to time during the meeting, the presiding officer shall confirm the connection, if necessary.
- (g) The commissioner participating by [TELEPHONE] remote electronic means may ask to be recognized by the presiding officer to the same extent as any other member except for matters and agenda items appealable to the Board of Adjustment.
- (h) To the extent reasonably practicable, the Clerk or designee shall provide backup materials to commissioners participating by [TELEPHONE] remote electronic means.
- (i) If the [TELEPHONE] remote electronic connection cannot be made or is made and then lost, the meeting shall commence or continue as scheduled and the Clerk or designee shall attempt to establish or restore the connection.
- (j) Meeting times shall be expressed in Alaska [T]ime regardless of the time at the location of any commissioner participating by [TELEPHONE] remote electronic means.

- (k) Participation by [TELEPHONE] remote electronic means shall be allowed for regular, special and work session meetings of the Commission.
- (l) Remarks by commissioners participating by [TELEPHONE] remote electronic means shall be transmitted so as to be audible by all members and the public in attendance at the meeting, provided that in executive session the remarks shall be audible only to those included in the executive session.
- (m) As used in these rules, “[TELEPHONE] electronic means” means any system for synchronous two (2) or more way voice and/or virtual communication. “Chair” includes the vice-chair or any other commissioner serving as chair pro tempore.
- (n) Each commissioner may attend a maximum of two (2) meetings by [TELECONFERENCE] remote electronic means during the twelve (12) month calendar year.
- (o) A commissioner may attend an additional two (2) meetings by [TELECONFERENCE] remote electronic means during the twelve (12) month calendar year if the member declares that he or she is physically unable to attend the meeting due to the need for extended medical care and treatment of the member or member’s immediate family.
- (p) In this section, “immediate family” means the spouse of the person, another person cohabitating with the person in a conjugal relationship that is not a legal marriage, a child (including a stepchild or foster child) of the person, a parent, sibling, grandparent, aunt or uncle of the person, or a parent or sibling of the person’s spouse.

(Ord. 2734-2014)

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 1st day of December, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Introduced: November 3, 2021
Enacted: December 1, 2021
Effective: December 31, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Ryan Foster, Planning Director

DATE: October 25, 2021

SUBJECT: **Ordinance No. 3254-2021 – Approving amendment to Kenai Municipal Code Section 14.05.025 to provide for remote electronic participation**

Telephonic participation in Planning and Zoning Commission meetings is provided in KMC 14.05.025 to increase participation by allowing members to take part in meetings when work or family matters require their absence from Kenai. During the COVID-19 Public Health Emergency, ordinances were suspended, which allowed for remote electronic participation, virtually, via videoconference. Virtual remote electronic participation has proved to provide a better experience for the Commission member participating remotely and those participating in-person. At their regular meeting on October 13, 2021, the Planning and Zoning Commission unanimously approved amending KMC 14.05.025 to allow for remote electronic participation, including videoconference capabilities. This ordinance would amend KMC 14.05.025 to allow for remote electronic participation in Planning and Zoning Commission meetings.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3255-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING GRANTS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY PASSED THROUGH THE STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS FOR THE PURCHASES OF PUBLIC SAFETY RADIOS FOR POLICE, FIRE, AND COMMUNICATIONS DEPARTMENTS.

WHEREAS, the City of Kenai received a notice from the State of Alaska Department of Military and Veterans' Affairs that it was awarded a total of \$259,000 for grant projects under the 2021 State Homeland Security Program; and,

WHEREAS, two projects were awarded funding under these grant programs, including \$84,000 for police and fire mobile radios and \$175,000 for dispatch radio system upgrades; and,

WHEREAS, the public safety departments in the City of Kenai have been involved in a multi-year project to upgrade all radio systems to newer manufacturer supported technologies that meet current industry standards; and,

WHEREAS, acceptance of these grants and appropriation of funds 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 accept grants from the U.S. Department of Homeland Security passed through the State of Alaska Department of Military and Veterans' Affairs for replacement of public safety radios, execute any required grant documents, and expend the funds in accordance with this Ordinance and the grant's provisions and conditions.

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

Public Safety Capital Project Fund:	
Increase Estimated Revenues –	
Federal Grants	<u>\$259,000</u>
Increase Appropriations –	
Mobile Radio Replacement Police -- Machinery & Equipment	\$ 42,000
Mobile Radio Replacement Fire – Machinery & Equipment	42,000
Communications Radio Replacement – Machinery & Equipment	<u>175,000</u>
	<u>\$259,000</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 1st day of December, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk

Approved by Finance: 

Introduced: November 3, 2021
Enacted: December 1, 2021
Effective: December 1, 2021



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

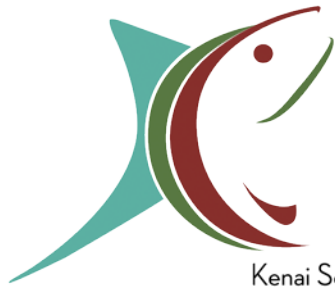
FROM: David Ross, Police Chief

DATE: October 25, 2021

SUBJECT: **Ordinance No. 3255-2021, Accepting and Appropriating DHS Grant**

Grants were applied for by the City of Kenai, under the 2021 Homeland Security Program, and two of those grant requests were funded totaling \$259,000. The City received notice of award of an \$84,000 grant for the City to continue its police and fire public safety radio replacements. The second grant awarded is for \$175,000 for dispatch radio system upgrades. This grant to upgrade dispatch radios is the second and smaller phase of a two phase project to completely replace the dispatch base station radio system.

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



KENAI

Kenai Senior Center | 361 Senior Ct., Kenai, AK 99611 | 907.283.4156 | www.kenai.city

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Jamie Heinz, City Clerk

DATE: October 29, 2021

SUBJECT: **Liaison Nominations**

Pursuant to KMC 1.90.010, “...*At the organizational meeting of Council, or as soon thereafter as practicable, the Mayor, after consultation with Council, shall nominate Council Members as a council liaison to any board, commission or committee.*”

The following individuals are being nominated pursuant to KMC 1.90.010. Your consideration is appreciated.

Council on Aging	Council Member Henry Knackstedt
Airport Commission	Council Member James Baisden
Harbor Commission	Council Member Glenese Pettey
Parks and Recreation Commission	Council Member Jim Glendening
Planning and Zoning Commission	Council Member Teea Winger
Beautification Committee	Council Member Deborah Sounart
Mini-Grant Steering Committee	Mayor Brian Gabriel
Supervisory Sub-Committee	TBA



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: October 27, 2021

SUBJECT: **Action / Approval - Utilization of Healthy and Equitable Communities Grant for Capital Projects**

The State of Alaska Department of Health and Social Services (DHSS) has announced the availability of \$11.5 million in funding to local governments through memorandum of agreements in support of creating healthy and equitable communities around the State. The funding will be for a minimum of three years. The City of Kenai was allocated \$43,298.45 this year. In addition, the Kenai Peninsula Borough has dedicated \$43,298.45 of their allocation to the City, bringing our total allocation to \$86,596.90.

In their funding announcement, DHSS directed that funds must go towards creating community plans, supporting and facilitating local coalitions, or activities that fall into one of the following five categories:

1. Improve COVID-19 health outcomes among higher risk, underserved populations by expanding existing or developing new mitigation and prevention resources and services.
2. Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response.
3. Build, leverage, or expand infrastructure support for COVID-19 or future pandemic prevention and control among populations that are at higher risk or underserved.
4. Mobilize partners to improve spaces in their community where people live, learn, work, and play, allowing individuals and families greater opportunities for better health outcomes.
5. Improve access to COVID-19 vaccine, as well as other necessary vaccines for individuals who are at higher risk or underserved.

Based on this guidance, administration identified this grant as an opportunity to utilize these funds to complete projects that were identified in the City's 2022-2026 Five Year Capital Improvement Plan (Capital Plan) that support category 4 above. We identified two projects in the Capital Plan that, based on their estimated cost, could be completed with the year one funding of \$86,596.90:

Municipal Park Trail Boardwalk. This project was scheduled for funding in FY 2023 from the General Fund for \$85,000 and would construct an engineered, elevated boardwalk to the Shqui Tsatnu Creek drainage to connect with the existing trail, connecting the east and west sides of

Municipal Park. A future phase of this project that would continue the trail along the east side of the creek requires an easement from the Kenai Peninsula Community Care Center.

MUNICIPAL PARK TRAIL BOARDWALK

13

Department: Parks & Recreation
Total Project Cost: \$85,000
Project Phased: Yes
Project Type: Infrastructure
Funding Source(s): General Fund
Potential Grant Identified: Land Water Conservation Fund
Operating Budget Impact: Slight Increase



Softball Green Strip Playground Equipment Replacement. This project was scheduled for funding in FY 2024 from the General Fund for \$85,000 and would replace an aging and obsolete children’s playground located at one of Kenai’s most heavily used outdoor locations. This area is near the adult softball fields and adjacent to a large green strip with a shelter and restrooms.

SOFTBALL GREEN STRIP PLAY EQUIPMENT REPLACEMENT

19

Department: Parks & Recreation
Total Project Cost: \$85,000
Project Phased: No
Project Type: Equipment
Funding Source(s): General Fund
Potential Grant Identified: None
Operating Budget Impact: Minimal or No Impact



Both of these projects have been pre-approved by the DHSS Grants Administrator, a requirement of the grant. The grant application deadline is October 29, 2021; however, we were granted a one-week extension to allow us to bring this action / approval item to Council for your consideration. Funds will be awarded in November of 2021, and funds must be expended by June 30, 2024.

Administration respectfully requests that Council select one of the two projects listed to include on the application.



Funding Announcement

The Alaska Department of Health and Social Services (DHSS) announces \$11.5M in funding to local governments through memorandums of agreement (MOAs) in support of creating healthy and equitable communities around the state. The funding will be available for a minimum of three years to support activities of greatest need identified by the local community.

The goal of the funding is to create and support local coalitions to develop and implement sustainable plans to improve the overall health of the community by preventing and addressing COVID-19 among underserved Alaskans at higher risk for COVID-19 related illness and death, including rural populations. The pandemic has highlighted that many groups are prevented from having fair opportunities for economic, physical, and emotional health. For example, communities with barriers to internet access may have difficulty accessing telehealth services or vaccination appointments; housing conditions or access to support can be barriers to isolation or quarantine to prevent the spread of COVID-19. Some communities may have limited transportation options, making it difficult to easily access COVID-19 testing, vaccination, or other health care services. For those that do not speak English as their first language, medical services or accurate information that can assist in making healthy decision may be difficult to access.

The previous MOA funding opportunity for local governments in support of COVID-19 testing and vaccinations was intended to support tactical plans and immediate response needs. This MOA can be used for both immediate COVID-19 needs and to develop a community plan and build a local coalition to provide input for additional community projects. DHSS will provide funding through multiple avenues to support the implementation of this plan.

Alaska communities contain much of the insight necessary to assure optimal health for their residents. These funds will add capacity for communities to prevent illness and death from the current and future pandemics among their underserved residents and will be accompanied by assistance to develop and implement their plans. Communities can, for example, support information sources that don't rely on internet access, provide support for people in isolation and quarantine, support transportation to access testing and vaccination services, and provide services using language people understand. Applications that will be released in early September will include more details about use of these funds.

If communities do not have a local government to apply for these funds, or if government entities are unable to execute the funds effectively, they can designate a community partner to accept the funds on their behalf. These partners must have sufficient capacity and willingness to implement necessary activities. The state will make every effort to accommodate these alternate requests, but funding will be made available later than the initial MOAs. Partner organizations must be identified no later than October 10, 2021.

Funds must go towards creating community plans, supporting and facilitating local coalitions, or activities that fall into one of the categories listed:

- Improve COVID-19 health outcomes among higher risk underserved populations by expanding existing or developing new mitigation and prevention resources and services;
- Increase/improve data collection and reporting for populations disproportionately affected by COVID-19 to guide current and future pandemic response;
- Build, leverage or expand infrastructure support for COVID-19 or future pandemic

- prevention and control among populations that are at higher risk or underserved;
- Mobilize partners to improve spaces in their community where people live, learn, work, and play, allowing individuals and families greater opportunities for better health outcomes;
- Improve access to COVID-19 vaccine, as well as other necessary vaccines, for individuals who are higher risk or underserved.

The funding allocations for this opportunity takes into account both population size and local or regional factors that affect health outcomes, such as housing, household composition and disability status, transportation, along with several other factors.

Additional information about this funding opportunity will be made available in early September, including the dates for two pre-award information meetings, the application, and the application deadline. If release of the application is delayed, deadlines for submission and identifying partners to receive funds will also be delayed.

Award amounts for the first year are attached to this announcement. Funding amounts for years two and three have not yet been determined. We expect more funding to be available in years one and two than in year 3.

For questions please contact Maria Caruso at maria.caruso@alaska.gov.



Kenai Dog Park

Kenai Dog Park
Kenai, Alaska 99611
September 26, 2021

Mayor Gabriel and Council,

It has been a joy to get the Kenai Dog Park on a path of opening in the summer of 2022. Some of the challenges, associated with this type of project, have been interesting. We have achieved so much with a tremendous amount of community support. That support continues and will throughout the winter months.

Your expectation of a community project being driven by the community, and funded by the community is unrealistic. This project was request by the citizens, submitted to council and approved. Council never mentioned they expected it to be 100% user funded. Other projects driven by user groups, the community, approved by council and financially financed through the budget have been:

Soccer Fields, Baseball Fields, Children Playgrounds, Picnic Areas, Hockey Rinks,
Neighborhood Parks, Daubenspeck Park, Trails, Bike Trails, etc.

None of above, were ever required to provide the funding to achieve their goal. There might be two exceptions to that statement:

1. Very early, in the development of the city, the baseball fields may have had some community fund raisers with lots of city financially assistance.
- 2, Municipal Park Playground Upgrades were provided by the city and a fundraiser, chaired by the Mayor, to help make it an Enchanted Forest.

The general thought is, the Soldotna Dog Park Committee raised all the funds for their park. This is not a true statement. I contact Andrew Carmichael, parks director, regarding any city funding. I was quite surprised to learn how much the city was involved both in services as well as financially.

We have included a copy of two pieces of information for your review. You will see that:

1. Three Friends banqueted to the city \$55,000 to help build the park
2. The city added/or transferred funding coming from two sources
 - A. 50/50 grant received from cities insurance carrier for a parks project. Funds were transferred to the dog park project in the amount of \$10,000.
 - B. Transferred funds from Parker Park Gazebo to dog park approximately \$30,000



It appears they also provided funding for lights, security and a water fountain. As you can see, City of Soldotna, is very much a financial partner in their project. They do have a community volunteer, Connie Hocker, who was and still is very much involved. Andrew told me it is the 2nd most used park in the city!

As our park moves forward, we would like to request the Daubenspeck funds no long come with the expectation of them being reimbursed. We expected Home Depot to follow through on their fencing proposal and only requested Daubenspeck funds to provide for the fencing until that happened. We greatly appreciated the cities effort to help with this problem. Home Depot has dropped the ball on our request. As of this date, we have not received answers to two questions, nor have they returned the phone call they scheduled. We needed to use \$22,000 from Daubenspeck to have the fence installed by the end of this month. The pressure to refund this amount very much on our minds.

We have generated tremendous community involvement. We have attached to our letter, a copy of the in-kind contributions we have received, and it changes often. Recently, receiving notification from the Kenai Lions Club their commitment to donate a small pavilion for the park. They will do this to honor one of the members and former Mayor Ron Malston.

We are requesting the council take action in three areas.

1. Appropriate the Daubenspeck Funding as a grant, removing the expectation of these funds being reimbursed.
2. Consider appropriating addition funding from the Daubenspeck Funds toward finishing this park in the way it should be for its citizens.
3. Consider writing a Tier I grant to the Rasmuson Foundation.

Please remember, no other parks project has ever been asked to raise the funding needed to achieve their goals. Why the dog park? Kenai Dog Park is very much needed. The community needs to know their city is treating this park like all the others. We have had great support administratively, but not financially. As a council, I hope you consider the financial side of the long term goal and help make it happen. I appreciate the tremendous effort already given by this community and ask you to reconsider your goal of 100% user funded. I suggest you look at some of the facilities on line and see how beautiful and inviting they are. We are extremely proud that our community has already donated over \$60,000 in in-kind service. We expect more to come. It takes commitment from everyone.

Thank you for consideration of our requests and remember to buy your raffle tickets,

Pat Porter, Retired Kenai Mayor
Kenai Dog Park Friends, Chairperson

Kenai Dog Park Proposed Budget

Income and Expenditures

September 28, 2021



Income and Expenditures To Date

<i>Mike Navarre</i>	\$ 100
<i>Eagles</i>	1,000
<i>Elks</i>	250
<i>Jim Glendening</i>	1,000
<i>Dave Schilling</i>	1,000
<i>Scott Gomez</i>	5,000
<i>Twin Cities Vet.</i>	500
<i>M & J Plumbing</i>	800
<i>James and Rhonda Baisden</i>	1,000
<i>Kenai Rotary</i>	3,000
<i>Kenai Community Found.</i>	10,000
<i>Daubenspeck Funds</i>	25,000
<i>Go Fund Me</i>	320
<i>TOTAL INCOME</i>	<i>\$48,970</i>
<i>Moore Landscaping</i>	2,000
<i>Fireweed Fence</i>	22,000
<i>TOTAL EXPENCES</i>	<i>24,000</i>
<i>CASH ON HAND</i>	<i>\$24,970</i>

Estimated Total Budget ***\$56,800***

<i>Current Income</i>	43,970
<i>Current Expenses</i>	24,000
<i>Current Cash on Hand</i>	24,970

Added Reimbursement to Daubenspeck Funds

\$25,000

NEED TO RAISE

\$32,830

Funding in Question

Daubenspeck Funds: Council provided funds from this account to move forward with the fencing. However, they are expecting these funds to be reimbursed.

Kenai Community Foundation: Awarded \$10,000 towards the park. They need to approve what the funds will be designated towards, before granting.





*Kenai Dog Park
In-Kind Contributions
September 28, 2021*

<i>Volunteers</i>	<i>Cleaning of Land</i>	<i>\$15,000</i>
<i>Salmantof Native Assoc.</i>	<i>Leveling/Clearing of Debris</i>	<i>30,000</i>
<i>Volunteers</i>	<i>Removal of Stumps</i>	<i>5,000</i>
<i>Senior Center</i>	<i>Quilt Construction</i>	<i>500</i>
<i>Senior Center</i>	<i>Brochure Folding</i>	<i>100</i>
<i>Tim Navarre</i>	<i>Printing of Brochures</i>	<i>300</i>
<i>Moore Landscaping</i>	<i>Reduced Price for Seeding</i>	<i>1,000</i>
<i>Volunteers</i>	<i>4th of July Parade</i>	<i>300</i>
<i>Pat Porter</i>	<i>Misc. Supplies</i>	<i>2,490</i>
<i>Lions Club</i>	<i>Small Pavilion</i>	<i>5,000</i>

IN-KIND TO DATE\$59,670

PHASE 1



PHASE 11



PHASE 111



Ground Work

Volunteer Labor

In-Kind Services

Seeding

Cash.....\$2,000

Fencing

Cash..... \$22,000



Note: The more we are able to secure in-kind or donations the less the needed cash funding becomes.

Signage 7

Rules/ Direction Signs

Bulletin Board 1

Park Name 1

Paw Tree 1

Cost.....\$5,000

Benches 8

Cost.....\$4,000

Picnic Table 4

Cost.....\$2,000

Covered Areas 2

Cost.....\$18,000

Agility Equipment

Volunteer Labor

Supplies Cash.....\$3,000

Trees/Boulders

In-Kind Services

Trash Receptacles

In-Kind Donations

Pooper Scoopers 4

Cost.....\$800

Estimated Cash Funds Needed

\$56,800



Andrew Carmichael
Parks and Recreation Director

MEMORANDUM

TO: Soldotna Parks and Recreation Advisory Board

DATE: July 27, 2016, 2016

SUBJECT: Aspen Park/Dog Park

In prior meetings, the advisory board approved and ultimately the Council endorsed converting approximately half of Aspen park to an off leash dog park. The City is in the process of having bequeathed to it approximately \$55,000.00 for development of a dog park at Aspen. While, this amount is skinny in terms of full dog park development the administration is proposing to augment the available funding to include upgrade of the overall park to include, dog park, thinning of trees to make the park more welcoming, replacement of the playground equipment as well as upgrading the fall protection to rubber mulch. Funding from the City will come from two sources. This past June the City embarked into a multi-year project to replace existing playground fall protection material with rubber mulch that lasts in perpetuity almost. This was made possible by a 50/50 grant match from the City’s insurance carrier Alaska Public Entity Insurance group. The material was swapped out at Riverview last June and Aspen is slated for this fall/next spring. Essentially this allows us to purchase up to \$20,000 of fall protection material and be reimbursed for \$10,000.00. Because fall protection is usually up to or exceeding 30% of a playground equipment project this is an awesome project to leverage improvement dollars. In addition to this \$20,000 for fall protection then, the administration is proposing to shift the monies that had been appropriated for a gazebo at Parker Park but never was completed to upgrade Aspen Park. There is presently \$39,700 available if transferred. Connie Hocker will be presenting the conceptual design for the dog park The proposal then is:

Accept the \$55,000 for development of the “Three Friends Dog Park” space at Aspen Park, re-appropriate \$39,700 originally budgeted for Parker Park Gazebo to the Aspen Park Re-development project and continue with the APEI Grant program to replace fall protection in Aspen Park.

DRAFT BUDGET: Funding, Of the total of \$114,700 proposed the funding sources broken down are: \$55,000 bequeathed, \$49,000 Gazebo/APEI Match , \$10,000 APEI. City Funds \$49,000 Non City Fund \$65,000.

Paved Parking	\$35,000
Fencing	\$22,000
Water feature/dog water fountain	\$8,500
Lighting	\$10,000
Playground Replacement	\$30,000
Fall Protection	<u>\$20,000</u>
Total:	\$100,500

From: [Pat](#)
To: [Jamie Heinz](#)
Subject: Fwd: Kenai Dog Park
Date: Thursday, September 30, 2021 1:50:20 PM

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

Please place this information in Council Packets.

Thanks Pat

Sent from my iPad

Begin forwarded message:

From: Stephanie Queen <squeen@soldotna.org>
Date: September 30, 2021 at 1:28:50 PM CDT
To: justpat44@hotmail.com
Cc: "Paul Ostrander (postrander@kenai.city)" <postrander@kenai.city>
Subject: Kenai Dog Park

Hi Pat,

It was nice speaking to you yesterday. Andrew's memo to the Parks Board in 2016 proposed improvements at both the dog park and the adjacent Aspen playground. It doesn't reflect actual expenditures or appropriations, so please refer to the information below instead.

Our Finance Director confirmed that the City appropriated a total of \$99,896.27 for the 3 Friends Dog Park. Of this, \$55,320.87 was bequeathed from the Martha Brewer Estate; \$7,500 was from various other small donations; and \$37,075.40 was from the City's General Fund. More info about each, below.

Martha Brewer left 10% of her estate (\$55,320.87) to the Soldotna Animal Shelter in her will. When she passed, the Mayor and City Manager met with the executor and attorney for Ms. Brewer's estate, and agreed that helping fund the new dog park would meet her intended purpose of helping dogs in the community.

Other Donations to the City included \$2,500 from Rotary Club of Soldotna, \$2,500 from Kenai Peninsula Association of Realtors, \$1,000 from the Friends of the Aspen Dog Park. Soon after, an additional \$1,500 was donated (\$750 each from the Friends, Kelly Griebel, and Alaska 1st Real Estate).

The \$37,075.40 from the City's General Fund was originally appropriated in 2011 for a downtown beautification project at the Y. In 2013, the funds were reassigned to the Parker Park Gazebo project after determining that the original project was not feasible. And in 2016, the Administration again asked the

Council to reassign the funds - this time to the Dog Park project where they were eventually used.

Not captured above is any of the in-kind labor - which was fairly substantial (both from Parks and Rec staff, community volunteers, and other organizations).

I hope this information is helpful, and please let me know if we can assist in any other way.

Kind regards,
Stephanie

-----Original Message-----

From: justpat44@hotmail.com <justpat44@hotmail.com>

Sent: Wednesday, September 29, 2021 3:09 PM

To: Stephanie Queen <squeen@soldotna.org>

Subject: Kenai Dog Park

Hello Stephanie,

I really appreciate you trying to help us clarify the funding that Soldotna provided for that dog park.

For some reason, the city was under the impression that the citizens or user group of Soldotna actually funded it at 100%. There was a time, when industry was very active that might have been possible, we are finding that is extremely difficult to do now!

I look forward to hearing from you. Your information hopefully will change the direction the council and administration has adopted.

Stay warm,

Pat Porter
907-252-5992

Sent from my iPhone



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: October 18, 2021

SUBJECT: Discussion Item – Kenai Dog Park

Pat Porter, former Kenai Mayor, provided a letter to Council on September 26, 2021, requesting Council take action in three areas:

1. Appropriate the Daubenspeck Funding as a grant, removing the expectation of these funds being reimbursed.
2. Consider appropriating additional funding from the Daubenspeck Funds toward finishing this park in the way it should be for its citizens.
3. Consider writing a Tier I grant to the Rasmuson Foundation.

This memo is intended to provide background information for Council and to address these three requests.

In 2018, the City Council passed Resolution 2018-52, authorizing the use of an approximately 22,500 square-foot area of Daubenspeck Family Park for the construction of a Kenai Dog Park after a formal presentation by the Kenai Dog Park Committee at the Parks and Recreation Commission. The Resolution states a committee of community volunteers have offered to design and construct an off-leash dog park at no expense to the City.

Ordinance 3211-2021, adopting the annual budget for FY2021, included a \$25,000 grant to the Kenai Community Dog Park from the City's General Fund. At the May 19, 2021 public hearing on the Ordinance, a letter from Ms. Porter requested the City Council appropriate \$25,000 from the Daubenspeck Fund and stated, "every effort will be made to reimburse the Daubenspeck funding." A motion to amend the Ordinance to appropriate \$25,000 from the Daubenspeck Fund for the Kenai Dog Park was made; however, the amendment failed. Funding in the amount of \$25,000 from the City's General Fund was approved. Although Ms. Porter stated that their intent was to return the money to the City, and discussion by Council when considering the motion indicated that Council hoped that the money would be reimbursed, Council included no requirement in the motion that the Kenai Community Dog Park reimburse these grant funds.

The City has deposited \$21,120 of the \$25,000 appropriated for the Kenai Dog Park in the Kenai Community Foundation bank account to pay for fencing. In addition to funds donated by the City, there have been additional private donations of \$28,970.

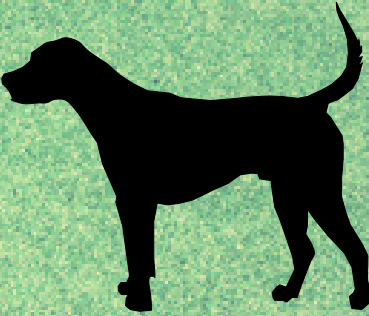
In addition to funding, the City has provided support from the Parks and Recreation department on improvements to the property, including drafting the concept plan through the River, Trails and Conservation Assistance program and assisting with volunteer planning meetings, coordination with Peak Oilfield Services and L&J Enterprises for clearing and dirt work and with Salamatof Native Cooperation for dirt work and leveling of area, assisting volunteers with brush clearing, tree pruning and original measuring/staking of the park, removal of approximately 30 beetle-kill trees, mowing grass growing in a cleared area, measuring and staking out property for fence work; meeting with Fireweed Fence to review layout, grubbing out a 15'x25' area for small dogs, providing an update to the Kenai Rotary Club, and storing donated tires at the City yard along with trash cans that volunteers will paint.

It appears that City and community support and fundraising have been successful. Between private donations and the grant from the City, the funding gap between income and budgeted expenditures to complete the park has been reduced to \$2,830. Fundraising over the course of the winter will likely close most if not all of this gap, indicating that an additional appropriation is not necessary at this time.

In July, the City hired a Temporary Grant Writer who is primarily focused on grant opportunities to fulfill match requirements for our Bluff Stabilization Project and pursuing funding for water and sewer projects that have been identified in the City's five-year capital improvement plan. Based on the limited amount of additional funds needed to complete the park and the importance of continued focus on funding for the Bluff Stabilization Project and needed water and sewer improvements, tasking the Temporary Grant Writer to apply for a Tier 1 Rasmuson Grant for the Kenai Dog Park is likely not the best utilization of that position.



KENAI COMMUNITY PARK



CONCEPT PLAN



1. EXECUTIVE SUMMARY
2. VISION, MISSION & GOALS
3. EXISTING CONDITIONS AND CONSIDERATIONS
4. PUBLIC INPUT
5. PARK CONCEPT
6. DESIGN ELEMENTS AND GUIDELINES
7. MAINTENANCE
8. PRELIMINARY BUDGET



This part comes last when everything is finalized.

Vision

A safe, accessible space for all, canine and human alike.

Mission

We aim to establish a **fenced-in, off-leash dog park** for well-behaved canine citizens and their human companions to exercise in a **clean, safe environment** without endangering or annoying people, property or wildlife. Our goal is to create a **beautiful, well-maintained space open to all dog lovers and friends** who are willing to uphold the park's rules and regulations. We view this as a community enrichment project, in partnership with the City of Kenai, designed to **satisfy the needs of dog lovers and non-dog lovers alike.**

Goals



1) To provide a fenced-in, off-leash area.



2) To provide spaces for different types of canines that are catered to their needs/size.



3) To provide human space that is covered.



4) To provide a welcoming and inviting space that includes seating.



5) To provide a space that has been seeded, that is accessible to all beyond the gate, with groups of vegetation planted while providing for a sanitary environment which may include plastic doggie bag dispensers.



6) To provide rules and regulations for each section of the park to ensure safety and maintenance of the space.



7) To provide a financially sustainable plan that addresses all facets of the space in perpetuity.

EXISTING CONDITIONS

An area of approximately 22,500 square feet has been designated within the Daubenspeck Family Park, along the northeast side of the pond, for the new dog park. A resolution in support of the project was passed on September 19, 2018 by the City of Kenai. Currently, the cleared area is approximately 0.5 acres, and the front wooded area is approximately 0.25 acres. There is a natural entrance on the southeast corner, facing the parking lot.

CONSIDERATIONS

Dog parks have taken off across the United States, and there are excellent resources available with best practices, lessons learned, and inspiration for future dog parks. The following considerations have been compiled from the experiences of other dog parks, including the nearby 3 Friends Dog Park in Soldotna, Alaska.

- **COMPLETE FENCING** - around the perimeter of the dog park
- **DOUBLE ENTRY GATE** - a standard in dog parks to allow humans to leash and unleash their dogs safely
- **SEPARATE SMALL AND LARGE DOG AREAS** - allows differently sized dogs to play separately, and creates space for shy/new-to-the-park dogs
- **SURFACING PLAN** - surfaces sustain lots of use, and depending on the type, must be renewed/cleaned/replaced periodically
- **DOG WASTE PLAN** - humans are encouraged to bring their own bags and "pack it out", but dispensers and waste receptacles should be provided
- **A DESIGN TO ENCOURAGE MOVEMENT** - opportunities for exercise, agility, chasing objects, and socialization are key to a successful dog park
- **WATER FOUNTAINS OR FEATURES** - for both humans and dogs
- **SEATING FOR HUMANS** - everyone needs a break, and this feature makes the park accessible to more people
- **PARKING AND BIKE RACKS** - so that people can come via different transportation means
- **SHADE** - dogs and humans alike enjoy the variety and coolness that shade provides; planting trees is a great way to do this
- **SIGNAGE** - a community park first and foremost, signage is needed to inform users of rules, park hours, and opportunities to get involved
- **VISUAL ATTRACTIVENESS** - this park is part of the larger Daubenspeck Family Park, and its design should be cohesive and inviting for all
- **EASE OF MAINTENANCE** - service gates and trash barrels should be located such that maintenance vehicles may easily enter



The Kenai Community Park is driven by widespread community participation. The following people and organizations contributed to this concept plan:

Robert J. Frates, Director of Parks & Recreation, City of Kenai

Jodi Stuart, Kenai resident

National Park Service Rivers, Trails and Conservation Assistance Program

City of Kenai

Scott Hamann, Metal Magic

insert photos here



ENTRANCES

Main entrance:

An entry corral will consist of at least an 8' x 8' fenced area with two gates. This will allow pet owners to safely unleash their dogs prior to letting them into the dog run area.

Surface material: The 3 Friends Dog Park in Soldotna uses crushed gravel, as well as playground fall attenuation material made from recycled tires. Wood chips are another possibility, although this material degrades more quickly and needs to be replenished regularly.

The entrance will be covered by a structure similar in design and size to the structure at the Soldotna Dog Park (shown to the right).

Amenities at the entrance will include: dog leash rack, memorial, community bulletin board with rules, water feature, and trash receptacles. Please see page X for details.

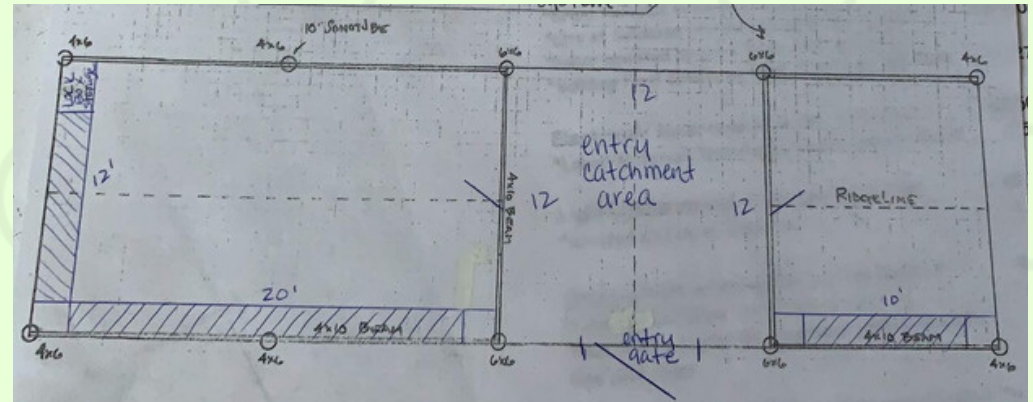


Secondary entrance:

A secondary double-gated entry will provide people and canines more convenient water access as well as a connection to the Daubenspeck Family Park trail system.

WATER MANAGEMENT

Water management plan, to be further developed by RTCA to ensure the site drains properly.



PARKING

Current parking is adequate, to the east of the park.

SIGNAGE

1. KENAI COMMUNITY DOG PARK ENTRANCE SIGN



- **Location:** As indicated on the Site Plan
- **Materials and design:** Community-built, this sign will likely be cedar sand-blasted. See the Daubenspeck Park sign to pictured to the left.
- **Design considerations:** Legible from a distance, welcoming

2. COMMUNITY BULLETIN BOARD

Location: Just past the entrance gate inside the park

Materials and design: Community-built

Design considerations: Rules section that is clear and concise (maximum 5 main rules), community announcement section

3. CITY SIGNAGE

Location: Northern end of parking area

SEPARATE SMALL DOG AREA

A small dog area will be accessible through an additional gate, for use by smaller dogs and per the dog park rules. The exact size of this area, and the amenities it includes, have yet to be determined.

FENCING

Height: Minimum of 4 feet. Recommended height is 6 feet.
Recommended materials: Galvanized or vinyl-coated steel chainlink

LANDSCAPING

Landscaping principles for the park:

- Utilize current land and native landscaping
- Consider designing bio-swales on the southern boundary of the park to remove silt and pollution from surface runoff water
- Utilize permeable materials, such as permeable pavers
- Follow rain water Best Management Practices (BMP)
- Reuse, recycle and repurpose! Consider reusing materials that need to be moved during construction, such as cut wood from trees

TRAILS

A MAIN, ADA-ACCESSIBLE WALKWAY

This trail will run from the park's main entrance area, in the southeast corner of the park, along the southern boundary to the southwest corner of the park. Benches will be installed along the trail.

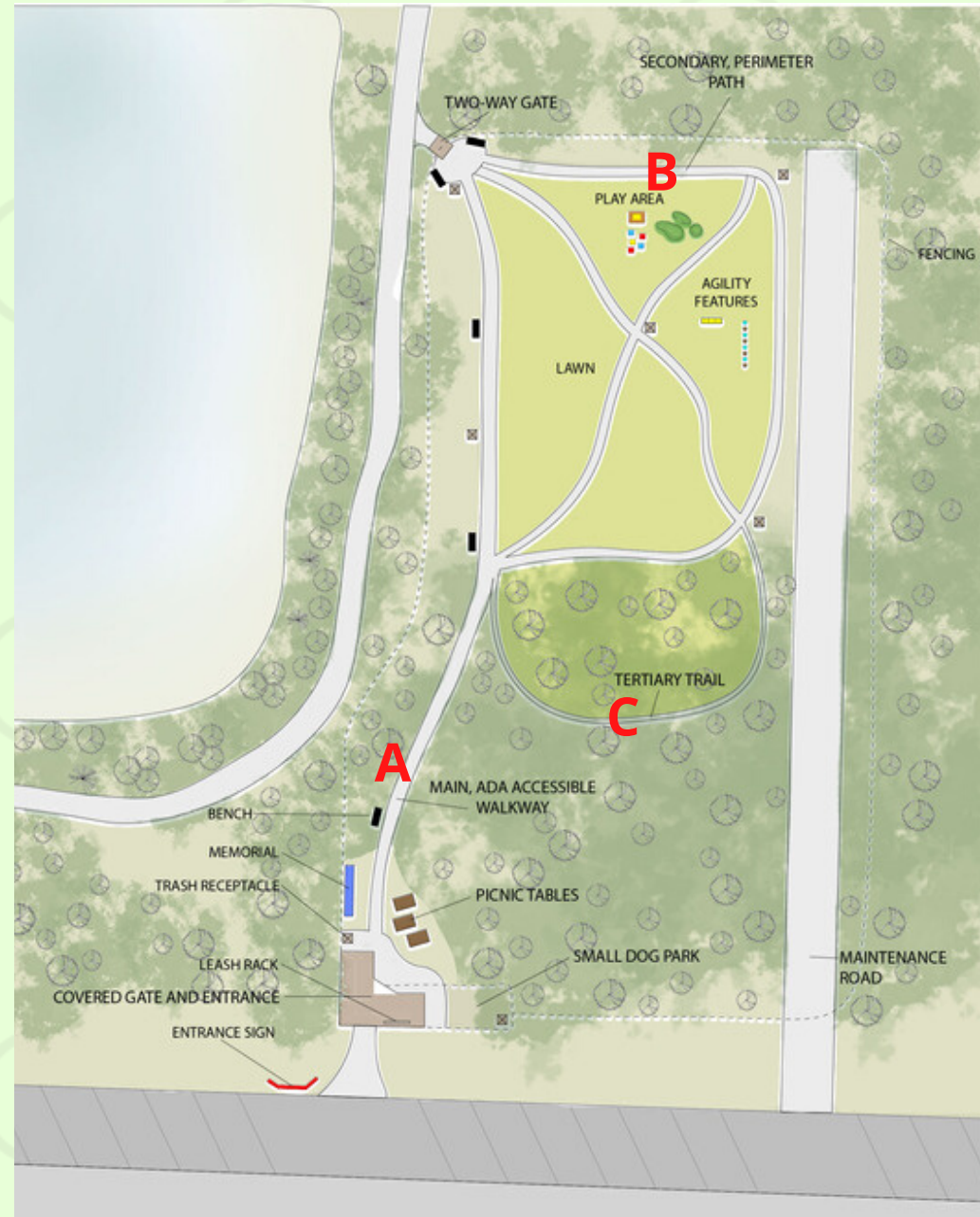
- **ADA Accessibility:** Grade not to exceed 5%. Routine grading that is uniform, firm and stable with no protrusions or obstacles.
- **Trail width:** Double-width, 10 feet wide
- **Recommended materials:** Crushed gravel

B SECONDARY, PERIMETER TRAIL

- **Dimensions:** To be determined
- **Recommended materials:** Crushed gravel

C TERTIARY TRAILS

- **Dimensions:** To be determined
- **Recommended materials:** Crushed gravel



LAWN

Dimensions: About 0.5 acres

Possible surface materials:

- Planted grass: Cheap and accessible material, highly susceptible to degradation with heavy use
- Synthetic turf: Popular in wet environments, higher cost of installation
- Engineered wood fiber: Popular in wet environments, higher cost of installation

Maintenance: The City may consider a rotation of uses on the lawn to allow sections of grass to rest and regenerate. Off-leash usage will be allowed in one-half of the lawn until maintenance decides it is time to switch usage to the other half, allowing the grass to rest and regenerate, and be reseeded if necessary. This strategy is employed in parks in Portland, Oregon with success.

MEMORIAL FEATURE

A memorial feature is often the centerpiece of a community dog park. The heart of the dog park design, it can make a park uniquely reflect the community.

Community members have brainstormed ideas for this memorial feature.

Conceptual ideas include:

- Commissioning a small arched bridge ending in a rainbow (in partnership with Davis Block or Best Concrete, who can make pavers).
- Installing sponsored benches with memorial information.
- Providing a place for animal ashes with engraved bricks or dog paw designs. This area could be called the "field of dreams" and include an eternal water feature.

An additional public participation process is needed to determine the memorial feature.

WATER FEATURE

Recommend installing a drinking fountain by the main entrance that includes a dog drinker/bowl.

Location of water utility: TBD

Example water features:

AMENITIES

BENCHES

Location and number of benches: It is recommended that seven benches are installed, at a minimum. Two will be located at each entrance, with three benches spaced along the main ADA accessible path.

These will be provided through community in-kind contributions.

TRASH RECEPTACLES

Trash receptacles and waste removal bag holders will be provided in the dog run area, making sure they are located with easy access for maintenance vehicles.

These will be provided through community in-kind contributions.

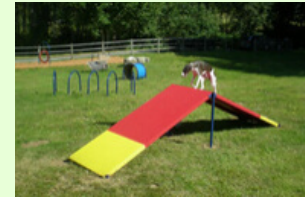
OTHER AMENITIES

- Security camera
- Additional covered area for humans
- Rainbow bridge water feature

PLAY ELEMENTS

There are many creative ways to make this dog park fun and challenging for dogs. Single structures can be custom ordered, or built by community members. Packages of agility structures are also available from such sources as Dog Gone it Parks (see citation on Page X).

A-frame



Adjustable jump bar



Agility walk



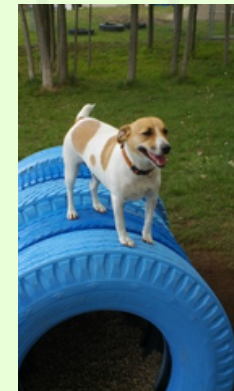
Flexible weave poles



Boulder/dirt mounds with tunnels



Tire tunnels



The Kenai Community Park does not currently have a budget for operations and maintenance. At this point, the following should be considered:

- Schedule annual brushing of trails using volunteers
- Seek out partnerships that can help maintain the park
- Continue to write grants and explore fundraising opportunities
- Set up a monitoring plan to note areas of trail and lawn that need maintenance

Work description	Total estimated cost	Source of funding
Fencing	27,300	TBD
Trash receptacles	2,400	In-kind
Signage	5538.50	In-kind
Benches	5,244	In-kind
Pooper-scooper station	590	TBD
Waste bags - case of 3200	145	TBD
Slte work/tree removal/disposal of trees/clearing site as needed	5,000	In-kind
Grading, spreading mulch, stump grinding	1,096	TBD
Park bulletin board	814	TBD
Park rules sign	2,006	In-kind
Picnic tables	5,227.87	TBD
Entry cover	15,927.87	TBD
TOTAL ESTIMATED COST*	75,668.37	

*not including maintenance



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: October 28, 2021

SUBJECT: **Discussion - Utilization of Remaining CARES Act Funds and Consideration of New Shop Local Program**

In May of 2020, the City Council enacted Ordinance 3130-2020 appropriating \$7,700,832 of CARES Act federal funding that was allocated to the City of Kenai as a pass-through grant from the State of Alaska. In September of 2020, Council enacted Ordinance 3158-2020 appropriating \$2,675,524 passed through the Kenai Peninsula Borough, bringing the City's total Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to \$10,376,356. An additional \$527.35 in investment earnings since the receipt of funds brings the total to \$10,376,884.01.

The City of Kenai approved expenditures of CARES Act funds for First Responder and Incident Management Team Payroll (\$4,915,569.50), Business and Nonprofit Entity Recovery Grants (\$3,726,872.00), CARES Act Administration and Non-Payroll (\$415,775.12), and Individual Assistance Grants (\$1,234,801.00), including programs to provide relief for small businesses, commercial fishers, rental and mortgage relief, and food assistance. The City was projected to make all expenditures for CARES Act funds by the initial deadline of December 31, 2020 before the deadline was extended to December 31, 2021. A breakdown of the City's COVID-19 CARES Act expenditures and available balances is attached, showing \$63,432.14 in unencumbered funds remaining as of October 28, 2021.

In January and February of 2021, the City Council enacted ordinances approving two additional programs to provide economic relief for businesses and individual assistance using funds from the City's General Fund. Ordinance 3177-2021 authorized the Shop Local Economic Stimulus Program in the amount of \$350,000, amended by Resolution 2021-33 to \$361,250. Ordinance 3191-2021 authorized the Groceries and Necessary Household Goods program in the amount of \$215,000. Both programs were administered by Kenai Chamber of Commerce and Visitor Center. The combined total for these programs was \$576,250.

The Shop Local program ran from March to May and rewarded local shopping, promoted Kenai businesses, and assisted in our recovery from the COVID-19 pandemic. If the City is interested in pursuing this program for the 2021 holiday season, the Kenai Chamber has indicated that they would be interested in administering the program.

Administration recommends utilizing the remaining COVID-19 CARES Act funds in the amount of \$63,432.14 for First Responder and Incident Management Team Payroll. If Council supports utilizing the remainder of the COVID-19 CARES Act funds in this manner, Administration will prepare a resolution for your consideration at the meeting of December 1, 2021. The resolution would authorize a budget transfer within the CARES Act Recovery Special Revenue Fund from the Individual Assistance and Administration and Non-Payroll categories to the First Responder and Incident Management Team Payroll category to facilitate expenditure of the remaining funds by December 30, 2021.

Additionally, Administration requests City Council consider authorizing funds from the General Fund to support a Holiday Shop Local Program that would mirror the Shop Local Economic Stimulus Program for the month of December, 2021 in the amount of \$100,000 plus the administrative fee for the Chamber. While the utilization of General Fund money to stimulate our local economy is not a core service of the City, the once in a generation pandemic that all of our residents have been navigating for over 18 months could warrant supporting a program that will benefit our local businesses and community members that shop in our City. Administration does recommend that moving forward, the City focus on the core services we provide to the residents of the City.

If the Council is supportive of a Holiday Shop Local Program, Administration requests that a special meeting of the Council be scheduled on either November 12 or 15, 2021 to consider an ordinance that would authorize the Program and appropriate the necessary funding. The ordinance would need to be introduced and heard in the same meeting to provide sufficient time to advertise the program before it begins on December 1, 2021.

Your consideration is appreciated.





City of Kenai COVID-19 CARES Act
Relief and Recovery Grant Programs
Expenditures and Available Balances

	Current Budget	Actual FY20	Actual FY21	Actual FY22	Total Expenditures & Encumbrances	Available Balance	Projected Expenditures Remaining	Projected Excess or (Deficit)
First Responder and Incident Management Team Payroll	\$ 4,915,569.50	\$ 2,005,476.77	\$ 2,910,092.73	\$ -	\$ 4,915,569.50	\$ -	\$ -	\$ -
Business and Nonprofit Entity Recovery Grants								
Round 1: Small Business and Nonprofit Grants	2,215,000.00	1,905,000.00	310,000.00	-	2,215,000.00	-	-	-
Round 2: Small Business Grants	<u>1,511,872.00</u>	<u>-</u>	<u>1,511,872.00</u>	<u>-</u>	<u>1,511,872.00</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Business and Nonprofit Entity Recovery	3,726,872.00	1,905,000.00	1,821,872.00	-	3,726,872.00	-	-	-
CARES Act Administration & Non-Payroll	447,068.53	146,609.73	269,122.49	42.90	415,775.12	31,293.41	20,434.25	10,859.16
Individual Assistance Grants								
Small Business	14,000.00	-	14,000.00	-	14,000.00	-	-	-
Commercial Fishers	50,000.00	-	50,000.00	-	50,000.00	-	-	-
Rental and Mortgage Relief	1,072,373.98	-	1,019,801.00	-	1,019,801.00	52,572.98	-	52,572.98
Mental Health Services	-	-	-	-	-	-	-	-
Small Business Marketing Services	24,000.00	-	24,000.00	-	24,000.00	-	-	-
Food Assistance Services	127,000.00	-	127,000.00	-	127,000.00	-	-	-
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Individual Assistance Grants	<u>1,287,373.98</u>	<u>-</u>	<u>1,234,801.00</u>	<u>-</u>	<u>1,234,801.00</u>	<u>52,572.98</u>	<u>-</u>	<u>52,572.98</u>
Total All	<u>\$ 10,376,884.01</u>	<u>\$ 4,057,086.50</u>	<u>\$ 6,235,888.22</u>	<u>\$ 42.90</u>	<u>\$ 10,293,017.62</u>	<u>\$ 83,866.39</u>	<u>\$ 20,434.25</u>	<u>\$ 63,432.14</u>

Note: Total budget includes \$527.35 in investment earnings since inception of program.

October 28, 2021

**KENAI AIRPORT COMMISSION
REGULAR MEETING
OCTOBER 14, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
CHAIR GLENDA FEEKEN, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Chair Feeken called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Commissioners Present: G. Feeken, J. Bielefeld, P. Minelga, J. Zirul, D. Leichliter

Commissioners Absent: K. Dodge, D. Pitts

Staff/Council Liaison Present: Airport Manager E. Conway, Airport Administrative Assistant E. Brincefield, Council Liaison Knackstedt

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda with requested revisions and Commissioner Minelga **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENT – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. Regular Meeting of September 9, 2021

MOTION:

Commissioner Minelga **MOVED** to approve the meeting summary of September 9, 2021 and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. NEW BUSINESS

a. Discussion/Recommendation – Special Use Permit to Alaska Geographic for a

Vending Kiosk.

MOTION:

Commissioner Zirul **MOVED** to approve the Special Use Permit to Alaska Geographic for a Vending Kiosk and Commissioner Bielefeld **SECONDED** the motion.

Clarification was provided that the vending kiosk would sell interpretive and educational products related to the Kenai National Wildlife Refuge and Alaska Maritime Wildlife Refuge.

There were no objections; **SO ORDERED.**

- b. **Discussion/Recommendation** – Schilling Rentals, LLC Notice of Application to Lease Land Within the Airport Reserve.

MOTION:

Commissioner Zirul **MOVED** to approve the execution of a lease to Schilling Rentals, LLC and Commissioner Bielefeld **SECONDED** the motion.

Clarification was provided that the execution of lease was for 45 years to Schilling Rentals for 110 FBO Road.

There were no objections; **SO ORDERED.**

- c. **Discussion/Recommendation** – Reschedule November 11, 2021 Airport Commission meeting to November 9, 2021

MOTION:

Commissioner Bielefeld **MOVED** to approve rescheduling the November 11, 2021 meeting to November 9, 2021 and Commissioner Bielefeld **SECONDED** the motion.

Clarification was provided that due to the holiday, November 11, 2021 Airport Commission meeting needs to be rescheduled.

There were no objections; **SO ORDERED.**

6. REPORTS

- a. **Airport Manager** – Airport Manager Conway reported on the following:
- He will be conducting interviews for temporary equipment operators;
 - Table top exercise to review Airport Emergency Plan;
 - Annual snow and ice control meeting is scheduled for October 28, 2021;
 - Drainage project postponed to Spring 2022;
 - Enplanements are up, but still lower than a normal operating year pre-COVID-19;
- b. **City Council Liaison** – Council Member Knackstedt reported on actions taken during the September 22nd and October 6th City Council Meetings.

7. NEXT MEETING ATTENDANCE NOTIFICATION – October 14, 2021

Commissioners Zirul and Minelga noted that they may be attending via Zoom.

8. COMMISSIONER COMMENTS AND QUESTIONS – None.

9. ADDITIONAL PUBLIC COMMENT – None.

10. INFORMATION ITEMS

- a. September 2021 Mid-Month Report
- b. August 2021 Enplanement Report

11. ADJOURNMENT

MOTION:

There being no further business before the Commission, the meeting was adjourned at 6:24 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

**KENAI PARKS & RECREATION COMMISSION
OCTOBER 7, 2021 – 6:00 PM
KENAI CITY COUNCIL CHAMBERS
VICE CHAIR T. GRANT WISNIEWSKI, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Vice Chair Wisniewski called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Vice Chair Wisniewski led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Commissioners present: T. Wisniewski, J. Dennis, S. Kisen, M. Bernard, J. Joanis

Commissioners absent: C. Stephens, D. Rigall, R. Tomrdle

Staff/Council Liaison present: Parks & Rec Director B. Frates, Parks and Rec Administrative Assistant T. Best, Council Liaison T. Winger

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Joanis **MOVED** to approve the agenda as presented and Commissioner Kisen **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS – None.

3. UNSCHEDULED PUBLIC COMMENT

Karen Seitz noted that the Kenai Rotary Club is selling tickets to raise funds for the Kenai Dog Park, and the revenue will help offset costs such as obstacles and amenities.

Chris Westerbilt gave a report on the disc golf course and noted he formed a nonprofit called Kenai River Disc Golf Club. Their interest is to have a bigger presence in the community and provide tournaments.

4. APPROVAL OF MEETING SUMMARY

a. June 3, 2021

MOTION:

Commissioner Kisen **MOVED** to approve the meeting summary of June 3, 2021 and Commissioner Dennis **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. **UNFINISHED BUSINESS** – None.

6. **NEW BUSINESS**

a. **Discussion/Recommendation** – Free Little Library

Eileen Bryson noted that she is working with the Parks & Recreation Department and Friends of the Library to have three more Little Free Libraries placed in the community. Director Frates will be reaching out to the Wildwood Correctional Center to see if they would be interested in constructing the libraries, and that materials and supplies would be provided by Friends of the Library. It was noted that Kenai Central High School vocational program may be able to contribute as well.

7. **REPORTS**

- a. **Parks and Recreation Director** – Director Frates reported on the following:
 - Frates is retiring at the end of the month, and he was thankful to the Commission for all their hard work through the years
- b. **Commission Chair** – No report.
- c. **City Council Liaison** – Council Member Winger reported on the actions of previous City Council meetings, including waterfront revitalization and feasibility study, and the hiring of a new City Clerk. She thanked Parks & Recreation for the work done with the Kenai River Marathon.

8. **NEXT MEETING ATTENDANCE NOTIFICATION** – November 4, 2021

9. **COMMISSION QUESTIONS & COMMENTS** – None.

10. **ADDITIONAL PUBLIC COMMENT** – None.

11. **INFORMATIONAL ITEMS**

- a. October Multi-Purpose Facility Schedule

12. **ADJOURNMENT**

MOTION:

Commissioner Kisenia **MOVED** to adjourn the meeting and Commissioner Joanis **SECONDED** the motion. There were no objections; **SO ORDERED.**

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

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

**KENAI BEAUTIFICATION COMMITTEE
REGULAR MEETING
OCTOBER 12, 2021 – 6:00 P.M.
KENAI CITY HALL
CHAIR LISA GABRIEL, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Chair Gabriel called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Chair Gabriel led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Committee Members present: Chair L. Gabriel, T. Wilson, E. Heale, B. Roland, J. Phillips

Committee Members absent: S. Douthit, L. Craycraft,

Staff/Council Liaison present: Parks & Recreation Director B. Frates, Parks & Recreation Administrative Assistant T. Best, Council Liaison V. Askin

A quorum was present.

c. Agenda Approval

MOTION:

Committee Member Heale **MOVED** to approve the agenda and Vice Chair Wilson **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. September 14, 2021

MOTION:

Committee Member Heale **MOVED** to approve the September 14, 2021 minutes. Vice Chair Wilson **SECONDED** the motion. There were no objections; **SO ORDERED.**

5. UNFINISHED BUSINESS

a. Discussion – Fall Pumpkin Festival

Director Frates introduced Tyler Best, the Parks & Recreation Department's new Administrative Assistant. Best discussed the upcoming Fall Pumpkin Festival, noting activities, business sponsorships, and food vendors. Clarification was provided about the marketing plan of the event, and Best noted that social media and flyers had been used to promote the event. The recommendation was made to contact the local radio station as well.

6. NEW BUSINESS

a. Discussion – 2021 Summer Beautification

Director Frates discussed issues he had noted during the Beautification Committee Garden Tour work session, including Old Town bed around the sign and the Doctor's Cabin. The Committee also discussed the trail and entrance to the Doctor's Cabin, Old Town statue, additional plaques and fountain and the Leif Hansen Memorial Park, edging work done at parks, and no camping signs.

7. REPORTS

- a. **Parks & Recreation Director** – Parks and Recreation Director B. Frates reported that he will be retiring at the end of the month.
- b. **Committee Chair** - Chair Gabriel thanked Director Frates, and asked for the Committee to be included in the Land Management Plan discussion.
- c. **City Council Liaison** – Council Member Askin reported on the actions of the September 15th and October 6th Council meetings, and discussed the Land Management Plan work session on October 11th and the Story Walk grant.

8. NEXT MEETING ATTENDANCE NOTIFICATION – October 12, 2021

Committee Member Heale noted she may be absent.

9. COMMITTEE MEMBER QUESTIONS AND COMMENTS – None.

10. ADDITIONAL PUBLIC COMMENT

Susan Schwartz discussed how happy she is about the Pumpkin Festival and that she is going to volunteer. She gave kudos to the City on the marketing of the event.

11. INFORMATION – None.

12. ADJOURNMENT

There being no further business before the Committee, the meeting was adjourned at 6:40 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

5th Annual KSSD by the Numbers September 2021

Total Income: \$17,442.28

Total Ticket Sales: \$4,200.00

194 Tickets Sold

Total Sponsorships: \$13,242.28

Marathon Oil – Gold

Tote Maritime – Silver

Kenai Coolers – Silver

First National Bank Alaska - Bronze

IGA Country Foods – Supporting

Buckets - Supporting

The Cannery Lodge - Supporting

Little Alaskan - Contributing

East Rip - Contributing

Northrim Bank – Contributing

Total Expenses: \$14,805.38

Payouts	\$ 6,800.00	Breakdown below
KCF	\$ 6,621.14	50% of Sponsorships Commitment
Greatlander	\$ 150.00	Ads
Sound Publishing	\$ 93.50	Tickets
Kenai Neon Signs	\$ 576.74	2021 Banners
Jackets	\$ 144.00	Overall Winner Jackets
KCCVC Staff time	\$ 120.00	
Gaming Permit Fee	\$ 300.00	
	\$ 14,805.38	
Income Less Expenses	\$ 2,636.90	
Total to KCF	\$ 9,258.04	\$6,621.14 + \$2,636.90 = \$9,258.04

Prize Category	Fish Weight	Winner	Payout
Adult -Day 1	11.00	Tomi McMurruey	\$100.00
Adult -Day 2	10.98	Kristina Stineburg	\$100.00
Adult -Day 3	13.01	Dave Dias	\$100.00
Adult -Day 4	9.52	Leanne Dias	\$100.00
Adult -Day 5	9.00	Tim Wilkins	\$100.00
Adult -Day 6	5.84	Ron Toblinson	\$100.00
Adult- Overall	4.96	Angela Covey	\$5,000.00
Prize Category	Fish Weight	Winner	Payout
Youth -Day 1	-	-	\$50.00
Youth -Day 2	-	-	\$50.00
Youth -Day 3	6.52	Calvin Abott	\$50.00
Youth -Day 4	8.46	Grace Craig	\$50.00
Youth -Day 5	8.44	Calvin Abott	\$50.00
Youth -Day 6	5.82	Willow Wolak	\$50.00
Youth - Overall	4.98	Joseph Craig	\$1,000.00

Total Payouts: \$6,800.00



KENAI

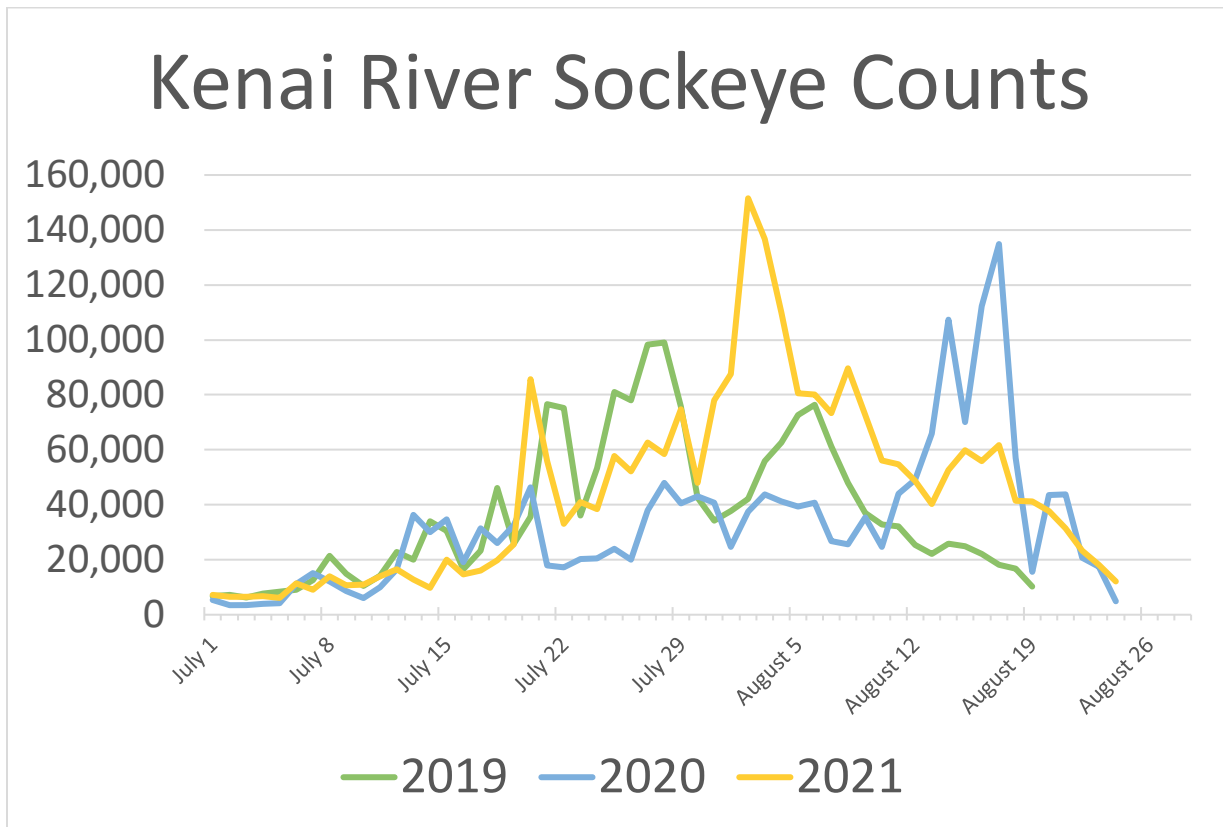
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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: October 26, 2021
SUBJECT: 2021 Personal Use Fishery (Dip Net) Report

The Personal Use Fishery took place July 10, 2021 through July 31, 2021. In 2021, sockeye escapement to the Kenai River was the highest in recent memory, with over 2.4 million fish passing the counter, exceeding the escapement goal by over 1.2 million fish. Participation was consistently strong during the 21-day Fishery.

The following table depicts the run strength in 2021 relative to the previous three years:



The timing of the 2021 Kenai River sockeye run was delayed – a change that has been observed over the last number of years. The disparity between August and July escapement numbers continues to grow. In 2020, over 1.1 million sockeye were counted in August compared to only 687,000 sockeye counted in July. In 2021, over 1.5 million sockeye were counted in August compared to only 924,000 sockeye counted in July. Despite the fact that escapement numbers were lower in July than August, Fishery participants reported good fishing.

Operations in 2021

The no-wake zone along approximately 6,000 lineal feet of the Kenai River continued to work extremely well this year from the first day of the Fishery until the last. Fishery participants expressed their appreciation for having a portion of the River in which to fish and not be buffeted by the wake from speeding boats.

It is the Administration’s intent to continue to manage the no-wake zone in the same manner in the future.

Operational Changes in 2021

There were several operational changes that occurred in 2021 worth noting:

- New permanent restrooms were completed on North and South Beach, providing improved facilities for both fishery participants and other beach users.
- Signage related to the Fishery was improved by updating information and removing conflicting or confusing signage.

Dip Net App

In 2018, the City built a Dip Net App for iPhone and Android devices, free to download, that provided up-to-date information on the Fishery, including tide information, fish counts, weather, fee calculators, general Fishery information, webcams, and additional information that was relevant and useful for Fishery participants. The App also allowed the City to provide “push notifications” with timely information to improve the experience and safety of anyone who downloaded the App.

Over the first four years of availability, the App had been downloaded over 20,900 times. Use of the App was down 28% this year, indicating that after 5 years, an update of the App is likely needed. The City will look to update the App prior to next year’s Fishery.

2021 Financial Summary

The Council-adopted budget for the P.U. Fishery included revenues of \$483,151, expenditures of \$525,146, and a lapse of \$11,337, netting to revenues under expenditures of (\$30,658). Revenues are projected at \$452,123, and projected expenses are \$448,566, with the projected lapse still at \$11,337 netting to revenues over expenditures of \$14,894. A transfer of \$75,000 was made from the P.U. Fishery Fund to the General Fund to support general operations of the City, an increase of \$25,000 over the prior three years.

The P.U. Fishery Fund began FY2022 with a fund balance of \$276,857. Given the above, the ending fund balance for FY2022 is projected to be \$291,751.

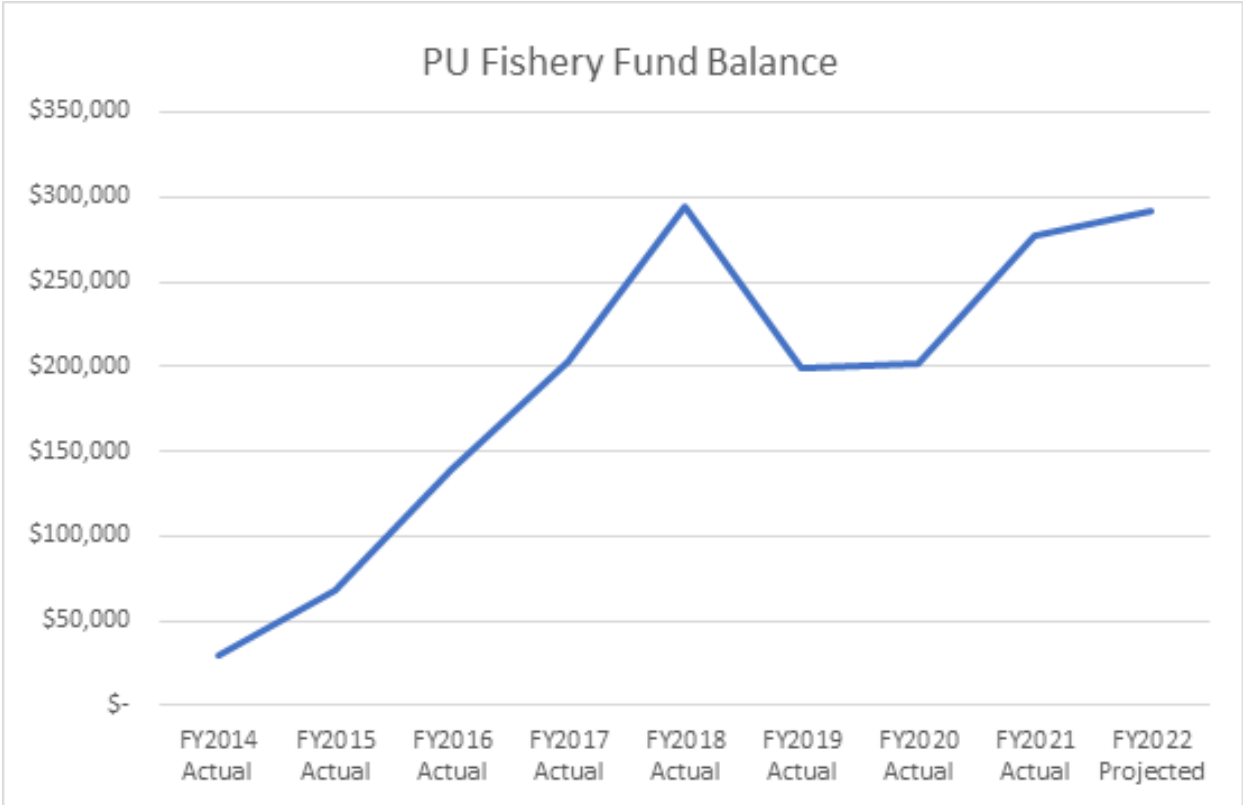


The purpose of a fund balance is to provide funding for present and future capital expenditures to support City operations during the Fishery and to safeguard the City's General Fund in the event that the Fishery is closed by emergency order and the City is unable to recoup expenditures.

Personal Use Fishery Fund Management

Prior to FY2014, the City had instituted accounting controls so that expenses and revenues associated with the Personal Use Fishery were identified as discretely separate from other City operations. In many ways, this accounting mirrored the manner in which enterprise funds capture financial information.

The creation of the P.U. Fishery Fund provides a funding mechanism where Fund balance can be utilized to provide funding for larger one-time capital expenditures or other purposes deemed appropriate by the Council. Fund balance since inception is shown below:



Administration believes that the Personal Use Fishery Fund balance is sufficient to support capital expenditures to support City operations during the Fishery and protect the City's General Fund. The continued use of revenues generated from the Fishery to support General Fund capital projects or operations will need to be considered annually during the budget process.



Capital Improvements for the Personal Use Fishery Fund

As the Fishery has evolved, the City of Kenai has responded by creating its overall management plan. A growing component of that plan has been meeting the capital requirements to manage, react, and respond to the needs of the Fishery participants.

The City received a capital grant in 2015 for Kenai River South Beach Dip Net Access, of which there is still an unallocated balance of \$238,173. During the 2019 legislative session, a grant language change was made that allowed the utilization of these funds for improvements on North Beach. During FY2021, Council approved the construction of vault bathrooms on North Beach, construction of permanent restrooms at the Little League Fields, and construction of the fee shack for South Beach. The fee shack and vault restrooms are completed, and the permanent restrooms at the Little League Fields are slated for construction next year. Once the final cost of the restrooms at the Little League Fields is known, Council will need to determine how best to utilize the remainder of these funds to the greatest benefit to the personal use fishery participants and the residents of the City.

Given the State of Alaska's fiscal issues, it is doubtful that the City of Kenai will receive additional State grants for capital improvements to respond to Fishery needs in the foreseeable future.

Proposed Changes to the 2021 Fee Structure

Administration does not recommend any changes to the fee structure for the 2022 Personal Use Fishery.

If you have any questions, please contact me at your convenience.





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: October 19, 2021

SUBJECT: 2021 Personal Use Fishery (Dip Net) Report – Finance

Dipnet Smartphone App

2021 marked the five-year anniversary of the Dipnet Kenai smartphone app. Use of the app was down 28% from last year. This is likely a result of lower participation in the fishery this year, and the fact that the app has now gone five years without a major update.

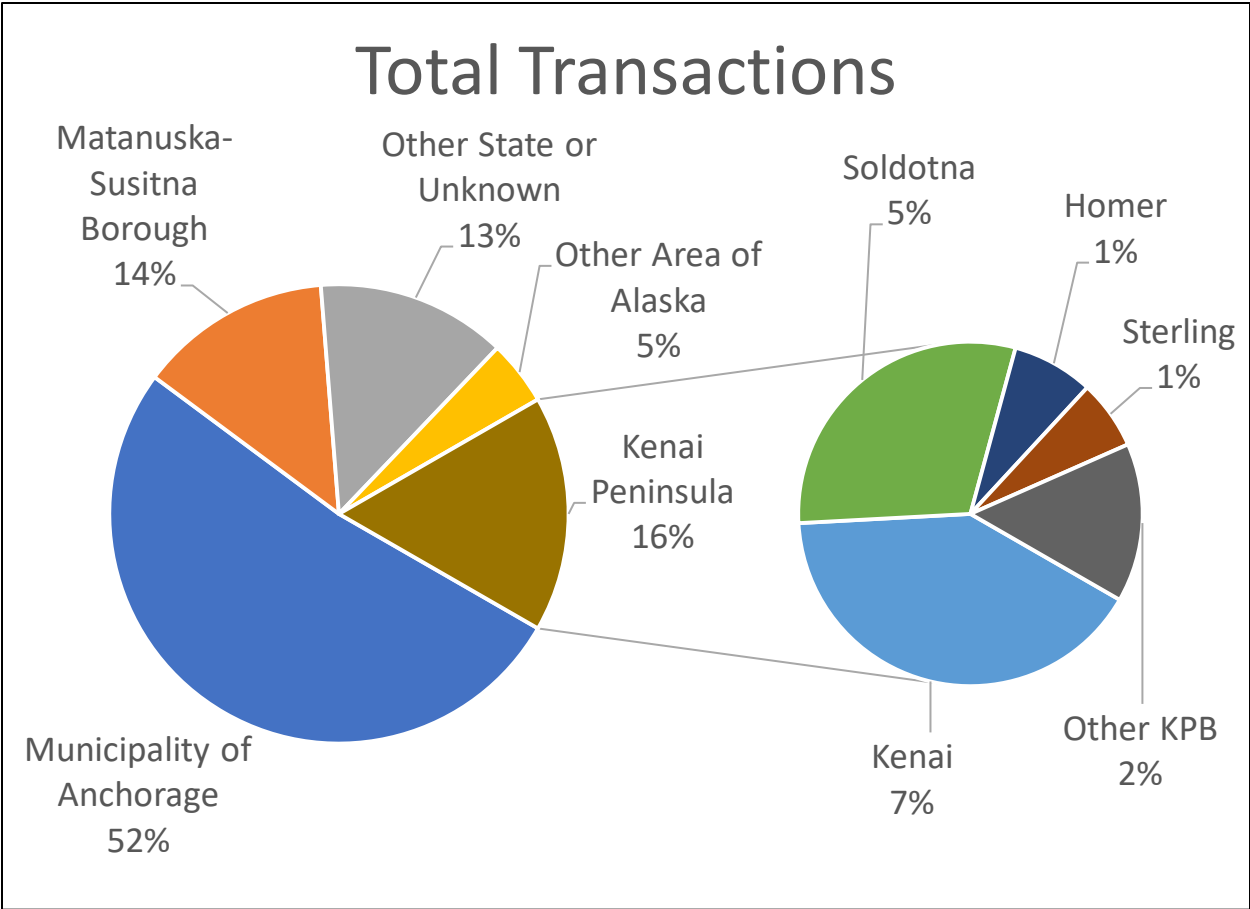
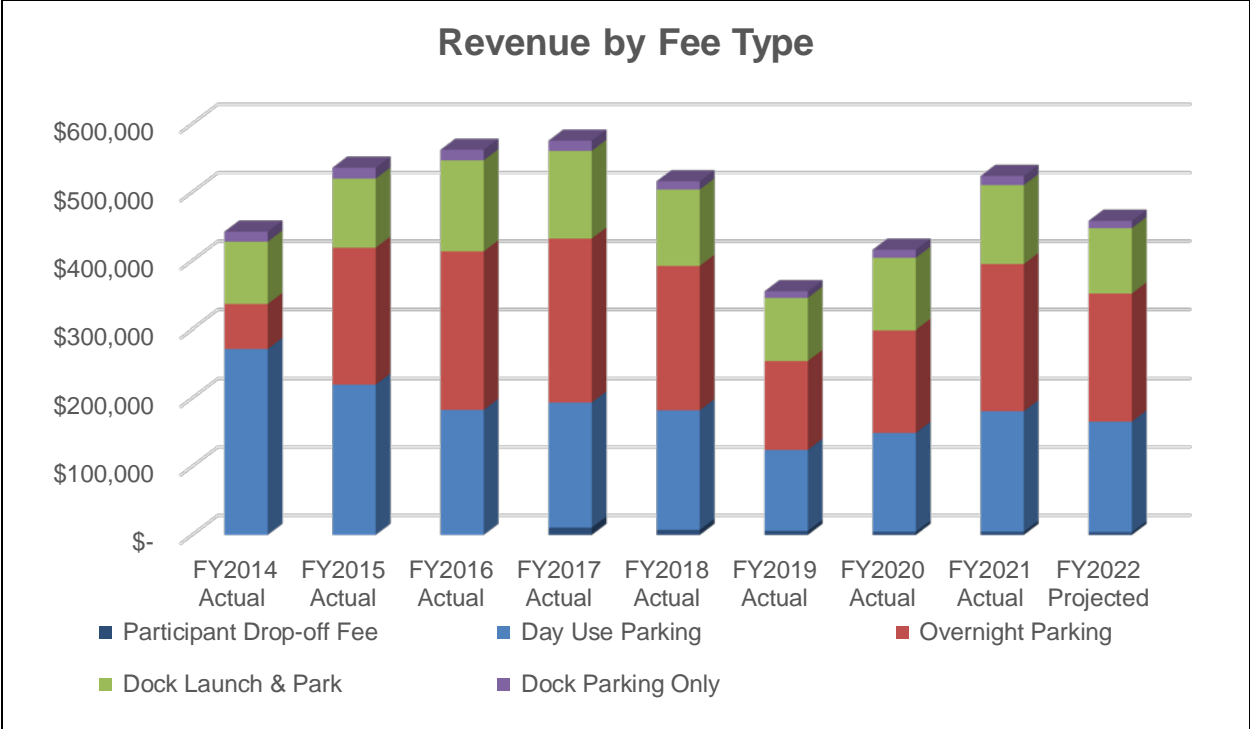
Improvements

There were no significant changes in 2021.

FY21 Revenues

The FY21 fee structure remained the same as that of FY20. FY21 fishery revenues, not including capital grant revenues and net of sales tax and transaction fees, are projected to be \$446,714, \$30,991 less than budgeted and \$70,742 less than FY20 fishery revenues. Capital grant revenue is projected to be \$380,435. A comparison of FY21 fishery revenue to prior years is shown below, the breakdown by site and service for FY14 thru FY21 is based upon actual transactions.

Revenues	FY2014 Actual	FY2015 Actual	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Actual	FY2020 Actual	FY2021 Actual	FY2022 Projected
Day Use Parking	\$271,770	\$219,704	\$182,739	\$182,854	\$174,613	\$118,308	\$144,330	\$175,980	\$161,580
Overnight Parking	64,838	199,203	230,729	238,752	210,269	129,939	149,788	214,248	186,387
Dock Launch & Park	91,011	100,970	133,181	128,109	111,528	91,358	105,275	115,304	95,425
Dock Parking Only	14,689	15,868	15,238	14,807	12,009	9,547	11,736	13,377	10,641
Participant Drop-off Fee	-	-	-	10,717	7,481	5,943	4,698	4,792	4,019
Interest Earnings	665	680	1,580	671	1,522	7,624	8,836	469	750
PERS Grant	-	17,437	2,167	2,688	1,546	2,743	3,355	3,969	4,696
Miscellaneous	(2,401)	(3,234)	(6,888)	(3,681)	675	(3,250)	(4,306)	(10,592)	(11,375)
Total Revenue	<u>440,572</u>	<u>550,628</u>	<u>558,746</u>	<u>574,917</u>	<u>519,643</u>	<u>362,212</u>	<u>423,712</u>	<u>517,547</u>	<u>452,123</u>



Total transactions this year were down 11% from 2020. Transactions on North Beach continue to increase, accounting for 61% of the total this year, up from 57% in 2020. South Beach accounted for 20% and the Dock accounted 19%. Participant numbers were down 13% over 2020. The percentages of participants from different regions didn't vary significantly from previous years.

Future Considerations

As the number of transactions continues to grow on North Beach it may be necessary to provide a third fee shack at this location. The third shack would be located in the lower parking lot and would serve as an information booth as well as a fee shack. Users could renew their permits or upgrade from drop off passes without having to go up to the top of the hill. This would also provide an extra employee that could be used to backfill other shacks if an employee is sick or resigns. This facility would also serve as an information booth, answering questions, dealing with lost and found items, and could provide a safe location to store the AED.

The cost to provide this third shack would include both capital costs to setup the facility, as well as ongoing costs to cover the employee.



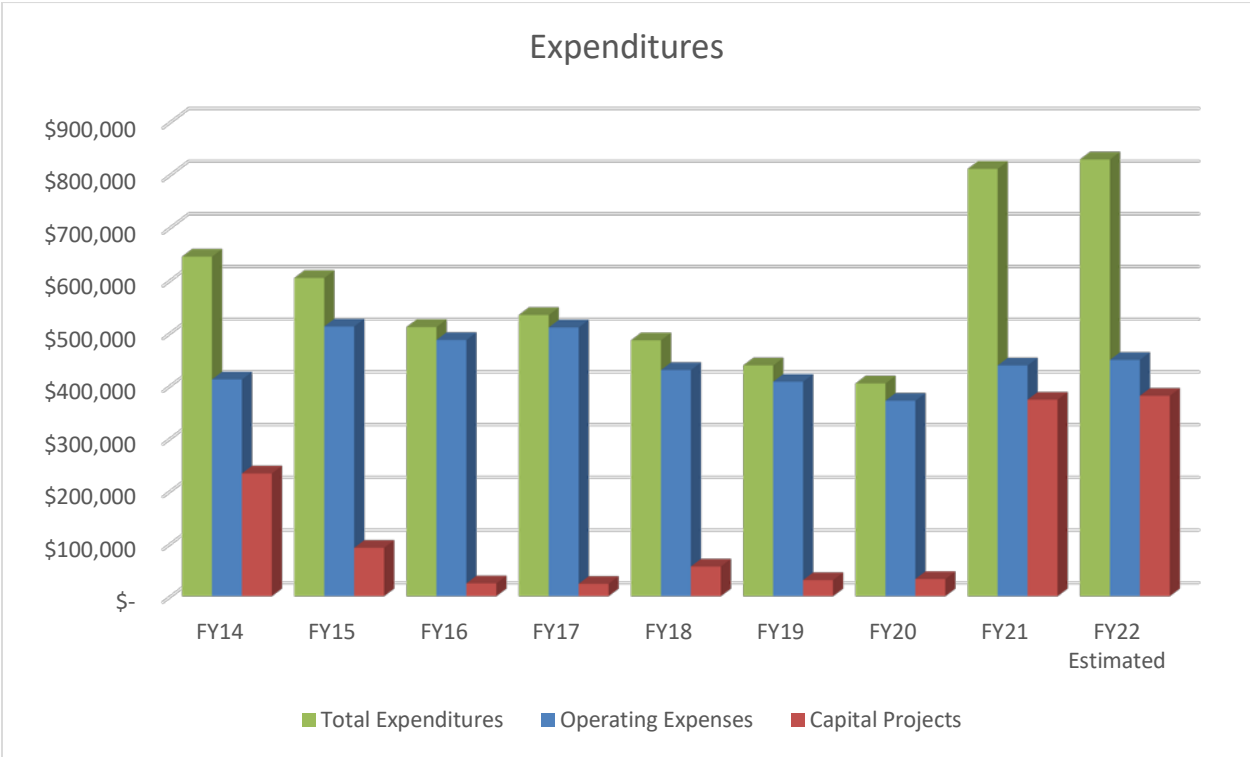
FY22 Financial Projections

	Council * Adopted FY 2022	Amended Budget	YTD Actual	FY2022 Projected	Projected Variance	% Available
Revenues						
Beach Parking	\$183,775	\$183,775	\$161,580	\$161,580	\$(22,195)	-12.08%
Beach Camping	179,725	179,725	186,387	186,387	6,662	3.71%
Dock Launch & Park	109,600	109,600	95,425	95,425	(14,175)	-12.93%
Dock Parking Only	13,400	13,400	10,641	10,641	(2,759)	-20.59%
Participant Drop-off Fee	4,205	4,205	4,019	4,019	(186)	-4.42%
Interest Earnings	750	750	-	750	-	0.00%
PERS Grant	4,696	4,696	-	4,696	-	0.00%
Other	-	-	-	-	-	0.00%
Credit Card Transaction Fees	<u>(13,000)</u>	<u>(13,000)</u>	<u>(11,375)</u>	<u>(11,375)</u>	<u>1,625</u>	<u>0.00%</u>
Total Revenue	<u>483,151</u>	<u>483,151</u>	<u>446,677</u>	<u>452,123</u>	<u>(31,028)</u>	<u>-6.42%</u>
Expenditures						
Public Safety	\$106,173	\$106,173	\$87,735	\$106,173	\$-	0.00%
Streets	53,332	53,332	26,857	29,487	23,845	44.71%
Boating Facility	52,588	52,330	36,454	39,174	13,156	25.14%
Parks, Recreation & Beautification	<u>196,800</u>	<u>225,138</u>	<u>191,255</u>	<u>176,812</u>	<u>48,326</u>	<u>21.47%</u>
Total Expenditures	408,893	436,973	342,301	351,646	85,327	19.53%
Transfers Out:						
Transfers - Transfer to General Fund	75,000	75,000	75,000	75,000	-	0.00%
Transfers - PU Fishery Capital Proj Fund	<u>50,000</u>	<u>21,920</u>	<u>21,920</u>	<u>21,920</u>	-	<u>0.00%</u>
Total Transfers	<u>125,000</u>	<u>96,920</u>	<u>96,920</u>	<u>96,920</u>	-	<u>0.00%</u>
Total Expenditures & Transfers	533,893	533,893	439,221	448,566	85,327	15.98%
Contribution To/(From) Fund Balance:	(50,742)	(50,742)	7,456	3,557	54,299	
Projected Lapse	<u>(11,337)</u>	<u>(11,337)</u>	<u>(11,337)</u>	<u>(11,337)</u>	-	
Adjusted (Deficit)/Surplus	<u>(39,405)</u>	<u>(39,405)</u>	<u>18,793</u>	<u>14,894</u>	<u>54,299</u>	
Beginning Fund Balance	<u>289,217</u>	<u>276,857</u>	<u>276,857</u>	<u>276,857</u>		
Ending Fund Balance	<u>\$249,812</u>	<u>\$237,452</u>	<u>\$295,650</u>	<u>\$291,751</u>		

* Council Adopted Budget includes annually adopted budget and carryforward encumbrances.



\$380,435 remains in a State of Alaska Department of Commerce Community and Economic Development grant. The City successfully, with the assistance of the late Representative Knopp, secured a change in scope making improvements on either the City's north or south beach eligible. A project currently underway which will utilize these grant funds is the construction of a new restroom at the Kenai Little League Fields.





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin
DATE: October 25, 2021
SUBJECT: 2021 Personal Use Fishery (Dipnet) Report – Public Works

The Public Works Department provided support services for another successful year of the Fishery. The Streets Division, currently consisting of *five* full-time employees, recruits additional temporary staff to manage the boat launch and parking at the City Dock Facility. This year five Temps were recruited and worked a combined 857.5 hours over the three-week period in support of the Fishery. Additionally, Streets Division Staff prepares for the Fishery annually by performing the following:

- 1) Installing temporary access roads at both North and South Beach locations
- 2) Placement of over 100 jersey barriers for the direction of traffic
- 3) Fee shacks are placed and set up for operation
- 4) Dumpsters and portalets are coordinated with a subcontractor whose services are competitively bid annually
- 5) Temporary signage is installed throughout various locations of the City
- 6) Roads and parking areas are graded, and dust control measures placed
- 7) Speed bumps deployed on Eagle Rock Dr.
- 8) No wake signage and buoys are placed within the river
- 9) City dock parking area is striped
- 10) Removal of the above at the conclusion of the Fishery

The Division continued to rely heavily on Temps this year to effectively manage the process, allowing our full-time staff to work on other City Maintenance Projects. As a result, actual hours worked in support of the Fishery came in well under budgeted amounts.

Total transactions for the dock were 3,456. Comprised of 2,873 Boat Launch & Parking Pass, 557 Day Use Passes, and 26 Drop Offs generating approximately \$106,066 in revenue compared to \$135,605 last year.

This year the new vault restrooms were placed into service on North and South beach. Additional roadway dumpsters were provided on North Beach along Kenai Ave. Both were received well by the public.

Aerial photos below are a good indication of when the fish are in!





KENAI

Kenai Police Department | 107 S. Willow St., Kenai, AK 99611 | 907.283.7879 | www.kenai.city

MEMORANDUM

TO: Paul Ostrander, City Manager
FROM: Dave Ross, Police Chief
DATE: September 20, 2021
SUBJECT: 2021 Personal Use Fishery (Dip Net) Report - Police

The 2021 Dipnet fishery opened on July 10 and ended as scheduled on July 31. In 2021 the City employed five Temporary Enforcement Officers (TEOs) dedicated to Police dipnet operations. Significant 2021 Police dipnet information includes:

- Police handled 105 dipnet-related calls for service during the month of July. Those calls included a wide variety of issues: 37 (9-1-1) misdials, 5 parking problems, 1 traffic congestion, 3 motor vehicle crashes, 8 lost & found property, 8 disorderly complaints, 1 boat collision, 3 lost children, 4 animal problems, 5 stuck vehicles, and 30 miscellaneous calls for service.
- TEOs wrote 169 dipnet related citations (primarily for paid parking and other parking related violations).
- Salmon Frenzy volunteers returned to assist in the fishery after cancelling last year due to COVID. Volunteers assisted at the beach with traffic flow along Kenai Avenue, and at the City dock. Their numbers of volunteers were fewer this year than in prior years, but they provided valuable assistance to operations.
- COVID did not appear to have any impacts on our dipnet operations this year.
- For the second year, pay shacks did not accept cash. This continued to reduce the commitment of time and resources to handle that cash. TEOs were able to focus their time on other fishery related issues.
- TEOs also proved invaluable in assisting with other police emergencies/operations over the busy summer months, including assistance at a motor vehicle collision that included multiple fatalities.

The 2021 fishery went smoothly from the perspective of the police department.



KENAI

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MEMORANDUM

TO: Paul Ostrander, City Manager

FROM: Tony Prior, Fire Chief

DATE: September 22, 2021

SUBJECT: 2021 Personal Use Fishery (Dip Net) Report – Fire Department

Fire Department dipnet related call volume was similar to previous years in 2021. This season we conducted 2 vaccine clinics at North beach, in addition to other dipnet related calls. We conducted 3 “No Wake” patrols in coordination with KPD. Total overtime hours for boat patrols were 11.5 hours.

The Fire Department had the following service calls for Dip Net season.

<u>Actively dipnetting</u>	6
<u>Here for dipnet, but not actively dipnetting</u>	3
<u>Fires</u>	2
Automobile fire	1
Falsely Reported fire	1
<u>EMS calls</u>	7
Trauma/ Assault	2
Medical	5
Cardiac Arrest	0
<u>Service Calls</u>	2
Vaccine Clinics	2
<u>Boat Patrols</u>	3



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: October 1, 2021
SUBJECT: 2021 Personal Use Fishery (Dip Net) Report - Parks and Rec

The purpose of this memo is to summarize the Kenai Parks & Recreation Department's activities related to the 2021 Kenai Personal Use Fishery.

The dipnet fishery started July 10 and continued through July 31. Dipnetting was only open between the hours of 6:00 a.m. and 11:00 p.m. There were no emergency orders issued this season by the Alaska Department of Fish & Game affecting either openings or closures. Moreover, there were no DEC advisories issued for fecal coliform or enterococci bacteria exceedances as part of the Kenai Beach program.

As in years past, City departments played a key role in meeting a wide range of operational and maintenance challenges. Whether City services aided in the direct support of the fishery or indirectly as a result of increased visitations to our facilities, all departments are to be commended for a job well done. Additionally, local businesses contributed and benefited by the extra traffic in town. This provided a much-desired boost to the local economy which assisted in recovering from some of the negative impacts of Covid-19.

The newly constructed vaulted restrooms along Kenai Avenue and on Royal Street were completed in time for dipnet season. Although the anticipated rental (portable restrooms) savings were not realized as originally projected, much improved services were provided for the participants both in terms of increased capacity and cleanliness.

The Alaska Missions and Retreat had a presence this season after not participating last year due to Covid-19. Although their presence was smaller in numbers as compared to year's past, their contribution was far reaching. Whether helping direct traffic, picking up litter or sweeping restrooms, their effort was felt and greatly appreciated.

Below is a summary of dipnet related tasks and activities the department was engaged in:

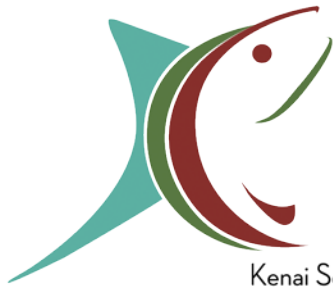
- Reinstalled 100 lineal feet of post and chain along Kenai Avenue on the backside of the newly constructed restrooms.

- Coordinated with the Kenai Watershed Forum for their educational booth setup and presence.
- Coordinated the Kenai Central High School Nordic ski team for Tuesday and Thursday clean ups on the north beach. They estimated 6,500 sq. ft. of trash was collected during the fishery and had a total of 71 participants.
- Coordinated with staff at the Wildwood Correctional Facility for end of season clean up. A total of 30 labor hours were provided. The department logged 23 hours of clean up after the season.
- Cleaned out and relocated 15 to 20 fire rings on the north beach.
- Installation and removal (65 hrs) of temporary signs related to the fishery.
- Installation and removal (38.50 hrs) of temporary fencing.
- Striping (14 hrs) the north beach and Little League parking lots.
- Restroom cleaning and waste management (115 hrs). This is an increase from previous seasons and largely attributable to the additional vaulted restrooms.
- Participated in “all hands training” and conducted training in-house for key personnel. Total training time was approximately 14 hours.
- Coordinated with Kenai Little League for their hosting of the District 1 Minor Division baseball tournament (July 10-17).
- Our Beach Assistant provided 276 hours patrolling the north and south beaches and worked closely with the Temporary Seasonal Officers. The focus this season was almost exclusively on the north beach.



PURCHASE ORDERS BETWEEN \$2,500.00 AND \$15,000.00 FOR COUNCIL REVIEW
COUNCIL MEETING OF: NOVEMBER 3, 2021

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
WEST COAST PAPER	MEALS TRAYS, BOWLS, FILM	TITLE III	OPERATING SUPPLIES	7,000.00
ZUMAR INDUSTRIES	SIGNAGE SUPPLIES	STREETS	OPERATING SUPPLIES	7,840.50
NEOGOV	ONLINE RECRUITMENT SOFTWARE	HUMAN RESOURCES	SOFTWARE	4,786.11
DEMCO	SHELVING FOR KIDS AREA	LIBRARY	IMPS O/T BUILDINGS	4,957.20
CDW GOVERNMENT	NETWORK SECURITY EQUIPMENT	VARIOUS	SMALL TOOLS	6,203.91
COOL AIR MECHANICAL	WATER BOTTLE FILLERS	ADMIN	SMALL TOOLS	14,134.25
KENAI PENINSULA BOROUGH	ELECTION COSTS	CLERK	VARIOUS	4,771.53
FRIGID NORTH COMPANY	NETWORK CABLE AND PARTS	NON-DEPARTMENTAL	SMALL TOOLS	2,574.99
AUTOMATIONDIRECT.COM	CABINETS	VARIOUS	SMALL TOOLS	2,740.00



KENAI

Kenai Senior Center | 361 Senior Ct., Kenai, AK 99611 | 907.283.4156 | www.kenai.city

October 25, 2021

Keriann C. Baker,
Director of Member Relations
Homer Electric Association, Inc.
280 Airport Way
Kenai, AK 99611

Dear Ms. Baker:

On behalf of the Kenai Senior Center, a sincere thank you for the \$500.00 donation in celebration of National Cooperative Month.

The Kenai Peninsula is one of the fastest growing areas for our aging population. Since 1971, the Kenai Senior Center has been providing services to seniors allowing them to safely remain in the home environment as long as possible. Your contribution to our program will help to continue these efforts.

Again, thank you for your support of the Kenai Senior Center as we work to meet the needs of the aging in our community.

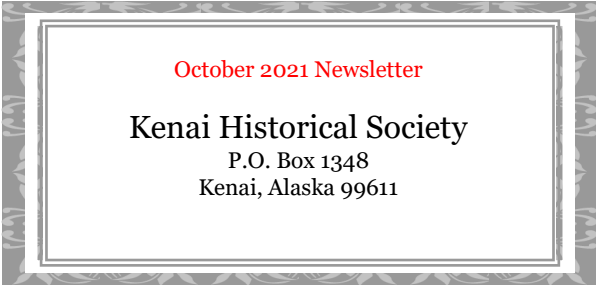
Sincerely,

CITY OF KENAI

Kathy Romain, Director
Kenai Senior Center



The City of Kenai | www.kenai.city



Officers:

- President—June Harris
- Vice President—Virginia Walters
- Secretary—Sharon Fisher
- Treasurer—Ron Fullinck

Board of Directors:

- | | |
|------------------|----------------|
| Jim Glendenning | Joe Harris |
| Henry Knackstedt | Bill Nelson |
| Marion Nickelson | Frosty Walters |

PRESERVING HISTORY

I cannot think of any effort by a historical society that is more important than the preservation of history. This can be done in a number of ways: displays in a museum, collections of histories of the community (personal and organizational), newsletters or newspaper articles that are written and/or saved, working with future generations to relate the local history.

All of these efforts require a dedication by the members of the individual society in order to be accomplished. If people belong to an organization they must think that the goals of that group are important. But, do they think it important enough to be actively involved in the project? I pose the following thought:

If not you, then who?

- Are you actively engaged in your organization?
- Do you serve on the Board of Directors?
- Do you work actively on organization projects.?
- Do you offer constructive ideas and then follow through to see them implemented?

INSIDE THIS ISSUE:

- PRESERVING HISTORY
- BRINGING THE PAST TO LIFE
- SEPTEMBER 2021 MEETING MINUTES
- ANNOUNCEMENTS

KENAI HISTORICAL SOCIETY NEWSLETTER

Written by Sharon Fisher

If you would like to contribute ideas and information to the newsletter, please contact me at 776-8254. I welcome and would entertain any ideas you may have for articles, and would appreciate being contacted if you see errors in the information contained in the newsletter.

BRINGING THE PAST TO LIFE

Peggy Arness has been an active member of the community of Kenai for decades. She is the daughter of Allen and Jetret Petersen who were involved in this community since the 1930s. She is an inveterate collector of Alaska history and Kenai history and has articles, notes, photos, and physical objects that tell the story of our community. She has worked on projects to help the Kenai Historical Society organize, and she has given information to us any time we ask. Now, she is going one step further: she is opening her home to a group of us to sit down and look at her collection of local history and is willing to share it with us so that it will be available to future historians.

This committee is meeting with her for a series of visits to determine what written and photographic information that we might want to obtain copies of to add to our own society files. These meetings will create an inventory of her collections—both for her descendants and for our future society members. I am going to share in this newsletter a few photos that were obtained from the first meeting so that you will begin to understand the value of this opportunity.

I invited several people to be involved in this project based on their demonstrated interest in preserving our local history, coupled with my knowledge of their ability to recognize and identify items that add to our understanding of Kenai area history. The first meeting was very productive, and headed us in the direction of what to look for and how to identify items of interest.

Having access to a collected history can be very daunting at first because you don't always get to start at the beginning and work your way forward in time. Items may be randomly placed, or they may be put with other items of similar value. Sometimes they are just thrown into a container with nothing sorted or orderly.

About 10 years ago we first unpacked the boxes of stored history of the Kenai Historical Society, which had been boxed about 30 years earlier. There was some order to the packing, but not much, and our first task was to create a system to organize the collection. Luckily, we had several filing cabinets to move photos, clippings, and books into. We used one cabinet to create a filing system of events, businesses, organizations, and government, and we sorted generally into those categories. A second filing cabinet was used to sort items based on individuals or families, using the initial of the last name. Items that were identified would go into the general file (i.e. A, B, C....). Later in time, we would have enough material on one family name to add a file folder for all items pertaining to them. Other cabinets were dedicated to a specific subject (sometimes just storage for collections of photo albums that had been gifted to the Society. It took a really long time to unpack and place all the contents.

Fortunately, Peggy is an organized person by nature and by years of various organizational experience; thus, much of the above work has already been done. As we visited and took some breaks to enjoy the delicious food she had provided for us, we spent a wonderful six hours looking at her collections. She started the visit by telling us some of the history of her family so that we would understand what was going to become available in the binders and albums she was sharing. She talked about making albums for each of her family members so that they would have a sense of the family and the community they were born into and were being raised in. She related that when the great grandchildren visit, they are introduced to their family by being allowed to look at their own album/binder. At future visits, they immediately gravitate toward "their book". Peggy's years as a teacher bring the experience of knowing how to engage children and I cannot image a better way than this to encourage learning.

The task of this committee will now be to obtain copies of the material she has provided and to implement it in our records. That will take some time to make it properly identifiable and locatable, but not near as long as if we had to sort through random boxes by ourselves. I cannot begin to express how very grateful we are to have this opportunity to obtain and ultimately to share with others who love the Kenai area as much as Peggy does.



This photo (from Peggy Arness) of the village of Kenai, circa 1900, is one of a few early photos of Old Town Kenai that the Kenai Historical Society has in its files. In the upper left area, you can see the cross of the Russian Church, so the other buildings are oriented toward the river and going in an up-river direction. If you look to the extreme upper left of this photo, you can see a flag flying at the front of a building. At the very edge of the photo, you can see what appears to be a cupola on top of the roof of that same building.

There is a photo on the page 4 of this newsletter that I believe to have been a school in Kenai from the early 1900's (based on the clothing). It is my belief that this photo is the 1st territorial school in Kenai, which was replaced by the 2nd territorial school (located where the Kenai Fine Arts building is today—formerly a firehouse/jail built in the 1950s).

I've wondered for some time where the 1st territorial school was located. Could this be the building in the above photo? I don't want to suggest that it absolutely is the school, but the location is consistent with a couple of other photos I've seen relating to the 1st territorial school (which was later used as a Territorial Marshall's dwelling that burned in the 1930s).

We're long past the point of having anyone around who could identify the location of various buildings, so we're left to ferret out the information from photos and written documentation that we can find. Do you have, or do you know of anyone who has, old photos or written accounts relating to the area of Old Town Kenai? If you do, I suggest that you encourage them to share with the Kenai Historical Society what they might be able to contribute.



The photo above is of a Kenai School, and based on clothing, I'd suggest from the early decades of 1900 (1910-20).

This photo below is of a building that was used by Federal Marshall Charlie Watson, and it burned in 1930. I believe they are the same building. Now, if the school was located where the flag and building with a cupola are in the picture on page 3, we would have the approximate location of the 1st Kenai Territorial School. The below photo is from Ruth Grueninger, who wrote the information on the back of the photo.



Per her comments, this was a residence, jail, and post office, with Grace Watson as postmaster (one would presume she was the Marshall's wife). Now, being critical of my thinking, I will note that the chimney is in a different location in these two pictures, and I have no real explanation for that. So either the chimney was moved or there were two very similar buildings in Kenai.

*(Charlie Watson)
 Federal Marshall's residence,
 jail, post office (Grace Watson, postmaster)
 burned down in 1930*

Here is another wonderful discovery I made from a picture provided by Peggy Arness. Below is an aerial photo of Kenai Airport in 1947. The lower end of the runway is approximately where the Kenai ball fields are today (Main Street and Spur Highway). There was not much I could see at first to identify any of the buildings until I paid some attention to the lower left of the picture. You see a cluster of buildings on the river side of the runway, and to the right of those is a rough road in the direction of the river. To the right of that road is a rather larger light-colored building (a center 2nd story window and a roofed set of steps) and when I really looked more closely at it, I realized that this was probably the 2nd Kenai Territorial School, of which we do know absolutely where that was located—the Kenai Fine Arts Center. The front of that school has become iconic with photos of various school classes posed on the steps of the school. That school building (replaced by the 3rd Kenai Territorial School) became the property of the Kenai Civic League, with plans to use it as a community center, but the building began to deteriorate and was torn down and replaced by the Kenai Civic League building and by the Kenai Fire Department/Jail building (now Fine Arts Center).





P.O. Box 1348
Kenai, AK 99611

kenaihistory@gmail.com

MINUTES *** SEPTEMBER 12, 2021 Abbreviated

On Sunday, September 12, 2021, the Kenai Historical Society met at the Kenai Visitor and Cultural Center in Kenai. President June Harris opened the meeting at 1:30 p.m.

President Harris noted the status of the cabins for the summer of 2021; the park was open for July and August with tours conducted by docent Mary Weybark; with focus on keeping cabins clean and additionally working on the grounds cleanup. She hosted 415 visitors despite the continued issues with Covid.

We gave out two scholarships this spring of \$2000 each, one to a young man attending Alaska Vocational Center in Seward who is majoring in plumbing and heating; and the 2nd to a young woman attending Oklahoma Christian University with a major in elementary education. Received thank you notes from both winners. We had a good turnout of 8 applications total.

No Kenai Peninsula Historical Association fall meeting in October, and they are hoping for a Spring Meeting in May.

The meeting adjourned with a potential next meeting on November 7 (unless it appears not a good idea for public gatherings). No other announcements were forthcoming.

Introduces guest speaker Clark Fair.

Respectfully submitted by Sharon Fisher, Secretary.

KENAI HISTORIC SOCIETY

Our Organization

There has been a Historic Society since the days before Kenai becoming a city. The Society was formed a few years before Statehood in 1959, and then went inactive in the early 60's. It restarted in the latter part of the 60's and has met regularly since. The Society had a museum in Fort Kenay for some years, and then continued to meet after that closed. The non-profit Society implemented and operates the Kenai Historic Cabins Park, open for tours in the summer months. We have office space at the Moosemeat John cabin, but are not open to the public in that building. Our member meetings are Sept., Nov., Dec., Jan., Feb., Mar., and April at the Kenai Visitor Center. For Oct. and May, we meet with the Kenai Peninsula Historical Association. Please check the Meetings and Announcements section on this page for date information.

MEETINGS AND ANNOUNCEMENTS

Kenai Historical Society Monthly Meeting

November 7, 2021 —1:30 p.m.

Kenai Visitor Center

Discussion Panel

Peggy Arness, Evelyn Boulette, Ray Rawley

Barb Jewel, Dick Reger

will be talking about their years in Kenai and will attempt to answer any questions from the audience about their recollections from the time period 1940 to 1960.

Kenai Historic Society
P.O. Box 1348
Kenai, AK 99611

Phone: 283-1946
Phone: 776-8254
E-mail: ak.kyaker@yahoo.com

www.facebook.com/Kenai-Historical-Society

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