



Kenai City Council - Regular Meeting

May 20, 2020 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

Telephonic/Virtual Information on Page 4

www.kenai.city

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Consent Agenda (*Public comment limited to three (3) minutes) per speaker; thirty (30) minutes aggregated*)

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

B. SCHEDULED PUBLIC COMMENTS

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

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

- 1. Ordinance No. 3117-2020** - Appropriating Funds in the Airport Fund, Accepting a Grant From the Federal Aviation Administration and Appropriating Funds in the Airport Equipment Capital Project Fund for the Purchase of Snow Removal Equipment (SRE) – Loader with Attachments. (Administration)
[Clerk's Note: This Item was Postponed to this Meeting from the May 6, 2020 Meeting; A Motion to Enact is on the Floor.]
- 2. Ordinance No. 3120-2020** - Accepting \$26,545.90 in Asset Forfeiture Sharing Funds and Appropriating those Funds into the Police Machinery & Equipment and Small Tools Accounts for the Purpose of Purchasing Law Enforcement Equipment. (Administration)
- 3. Ordinance No. 3121-2020** - Adopting the Annual Budget for the Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021, Amending the Salary Schedule in Kenai Municipal Code Chapter 23.55- Pay Plan and Amending Employee Classifications in Kenai Municipal Code Chapter 23.50. (Administration)
- 4. Ordinance No. 3122-2020** - Accepting and Appropriating a Volunteer Fire Assistance (VFA) Grant From the United States Department of Agriculture Forest Service Passed

Through the State of Alaska Division of Forestry for the Purchase of Forestry Firefighting Equipment. (Administration)

- 5. Ordinance No. 3124-2020** - Accepting and Appropriating a Meals on Wheels COVID-19 Response Fund Grant from Meals on Wheels America for Kenai Senior Center Expenditures in Support of COVID-19 Pandemic Response. (Administration)
- 6. Ordinance No. 3125-2020** - Accepting and Appropriating Additional Nutrition, Transportation and Support Services Grant Funds From the United States Department of Health and Human Services Passed Through the State of Alaska Department of Health and Social Services for Kenai Senior Center Expenditures in Support of COVID-19 Pandemic Response. (Administration)
- 7. Ordinance No. 3130-2020** - Decreasing Estimated Revenues and Appropriations in the General Fund, Increasing Estimated Revenues and Appropriations in the COVID-19 CARES Act Recovery Fund and Accepting Federal Cares Act Funding Passed Through the State of Alaska for Expenditures in Response to the COVID-19 Pandemic, Waiving the \$5,000 Limitation in KMC 7.25.020 (A) on These Funds to Allow the City Manager to Allocate the Funds to the Proper Account As Needs Arise and Declaring an Emergency. (Administration)

 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Adoption (Requires Five Affirmative Votes)
- 8. Resolution No. 2020-25** - Fixing The Rate Of Levy Of Property Tax For The Fiscal Year Commencing July 1, 2020 And Ending June 30, 2021. (Administration)
- 9. Resolution No. 2020-26** - Amending its Comprehensive Schedule of Rates, Charges, and Fees to Incorporate Changes Included in the FY2021 Budget to Include Adjusting the Kenai Municipal Airport Apron Rental Rates, Airport Reserve Land Annual Lease Rates, and Adjusting the Monthly Rental Rates at Vintage Pointe. (Administration)
- 10. Resolution No. 2020-27** - Encouraging the Governor to Modify COVID-19 Health Mandate 010: International and Interstate Travel - Order for Self Quarantine, by Allowing Interstate Travel and Implementing Alternative Safety Measures to Support Alaskan Businesses that Rely on Seasonal Tourism While Recognizing the Successful Efforts of the State Leadership and Alaskan Residents to Slow the Spread of COVID-19. (Council Members Peterkin and Pettey)
- 11. Resolution No. 2020-28** - Authorizing Contracts for Employee Health Care and Other Benefits Effective July 1, 2020. (Administration)
- 12. Resolution No. 2020-29** - Adopting the Capital Improvement Project Plan (CIP) for Fiscal Years 2021-2025. (Administration)
- 13. Resolution No. 2020-30** - Recommending the Kenai Peninsula Borough Assembly Enact Ordinance 2020-24 which would Provide for Vote by Mail Elections, More Time Between a Regular Election and Run-Off Election and Removal of Proposition Statements. (Council Member Peterkin)

- 14. Resolution No. 2020-31** - Approving a Conversion of a Lease of Airport Reserve Lands Described as Lot 4, FBO Subdivision No. 7 with the State of Alaska, Division of Forestry, on a Non-Standard Lease Form. (Administration)
- 15. Resolution No. 2020-32** - Approving a Memorandum of Understanding with the Kenai Historical Society, Inc. to Preserve and Promote the History of Kenai through the Kenai Cabin Park. (Legal)
- 16. Resolution No. 2020-33** - Approving an Agreement for Use of the Cranes, Offices, and Operating Area at the City Boating Facility. (Administration)

E. MINUTES

- 1.** *Regular Meeting of May 6, 2020. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

- 1.** *Action/Approval - Bills to be Ratified. (Administration)
- 2.** *Ordinance No. 3127-2020 - Repealing and Replacing Kenai Municipal Code Title 6 - Elections to Provide Clarity, Process Improvements, and Increase Voter Accessibility through Vote By Mail Elections. (Council Member Peterkin)
- 3.** *Ordinance No. 3128-2020 - Amending Kenai Municipal Code Section 1.85.040 – Records Public, To Provide For A Record Retention Length. (City Clerk)
- 4.** *Ordinance No. 3129-2020 - Accepting and Appropriating Private Donations to the Kenai Animal Shelter for the Care of Animals. (Administration)
- 5.** Action/Approval - Purchase Orders Over \$15,000. (Administration)
- 6.** Action/Approval - Special Use Permit to James Doyle D/B/A Weaver Brothers for Truck Trailer Storage. (Administration)
- 7.** Action/Approval - Special Use Permit to Axtel Enterprises, LLC for Fuel Reduction. (Administration)
- 8.** Action/Approval - Lease Assignment of Lot 2, Kenai Spit Subdivision from North Pacific Seafoods, Inc. to E&E Foods, Inc. d/b/a Pacific Star Seafoods. (Administration)
- 9.** Discussion - City Response to COVID-19. (Administration)
- 10.** Discussion - Resuming In-Person Council Meetings. (Mayor Gabriel)
- 11.** Discussion - Set a Work Session to Review Election Processes and Ordinance No. 3127-2020. (City Clerk)

H. COMMISSION / COMMITTEE REPORTS

- 1.** Council on Aging

2. Airport Commission
- [3.](#) Harbor Commission
4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Committee
7. Mini-Grant Steering Committee

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

- [1.](#) City Manager
2. City Attorney
3. City Clerk

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

1. Discussion of the Facility Management Agreement for the Kenai Visitor and Cultural Center, pursuant to AS 44.32.310(c)(1)(3) a matter of which the immediate knowledge may have an adverse effect upon the finances of the City, and a matter by which law, municipal charter, or ordinance are required to be confidential.

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

- [1.](#) Purchase Orders Between \$2,500 and \$15,000.

Join Zoom Meeting

<https://us02web.zoom.us/j/87128335187>

Meeting ID: 871 2833 5187 **Password:** 673685

OR

Dial in by your Location: (253) 215-8782 or (301) 715-8592

Meeting ID: 871 2833 5187 **Password:** 673685

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.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3117-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, APPROPRIATING FUNDS IN THE AIRPORT FUND, ACCEPTING A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AND APPROPRIATING FUNDS IN THE AIRPORT EQUIPMENT CAPITAL PROJECT FUND FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT (SRE) – LOADER WITH ATTACHMENTS.

WHEREAS, the 2002 521D Case loader at the airport is starting to require excessive and costly repairs; and,

WHEREAS, new, upgraded and reliable equipment ensures the Airport’s capability to effectively perform snow and ice control with dependable equipment; and,

WHEREAS, snow removal equipment is FAA eligible and grant funds are available and the City has been awarded a grant totaling \$ xxx,xxx comprised of 93.75% FAA \$ xxx,xxx and requiring a 6.25% local share of \$xx,xxx; and,

WHEREAS, the City advertised an Invitation to Bid on April 8, 2020 with bids due on April 21, 2020; and,

WHEREAS, the following bids were received:

Bidder	Price
xxxxxxxxxxxx	\$ xxx,xxx
xxxxxxxxxxxx	\$ xxx,xxx

WHEREAS, xx bids were received and xxxxxxxxxxxxxxxxx was the lowest responsive bid; and,

WHEREAS, award of the bid to xxxxxxxxxxxxxxxxx is in the best interest of the City; and,

WHEREAS, the recommendation from City Administration is to award the contract to xxxxxxxxxxxxx for the total cost of \$ xxx,xxx.

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 grant funding for \$xxx,xxx from the Federal Aviation Administration and to execute a grant agreement and to expend grant funds to fulfill the purpose and intent of this ordinance.

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

Airport Capital Equipment Fund:	
Increase Estimated Revenues –	
Federal Grant	<u>\$XXX,XXX</u>
Increase Appropriations –	
Equipment	<u>\$XXX,XXX</u>

Section 3. That the City Manager is authorized to execute a purchase order to xxxxxxxxxxxx for \$xxx,xxx.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 6th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: _____

Introduced: April 15, 2020
Enacted: May 6, 2020
Effective: May 6, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Mary Bondurant, Airport Manager

DATE: April 6, 2020

SUBJECT: **Ordinance No. 3117-2020 – Acquire Snow Removal Equipment (SRE)**

The 2002 521D Case loader is 18 years old with maintenance issues on the rise. A new loader is grant eligible. Federal guidance requests a grant application based on hard bids by May 18, 2020.

In order to meet the deadline, the City issued the Invitation to Bid on April 8, 2020 with bids due on April 21, 2020. The City will review the bids and Airport Administration will submit a grant application with the lowest responsive bid by the FAA deadline.

A substitute ordinance will be included in the May 6, 2020 Council packet with the results of the Invitation to Bid filling in the blanks on this ordinance.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin, Director Public Works

DATE: April 28, 2020

SUBJECT: **Ordinance No. 3117-2020 – Acquire Snow Removal Equipment (SRE)**
POSTPONEMENT

The Federal Aviation Administration has requested the City to temporarily postpone the release of this Bid as opportunities and requirements surrounding the CARES Act funding are being determined. As a result we are requesting to delay Council's action until the next meeting on May 20, 2020 when staff hopes to have more information from the Federal Aviation Administration on this issue.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3120-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING \$26,545.90 IN ASSET FORFEITURE SHARING FUNDS AND APPROPRIATING THOSE FUNDS INTO THE POLICE MACHINERY & EQUIPMENT AND SMALL TOOLS ACCOUNTS FOR THE PURPOSE OF PURCHASING LAW ENFORCEMENT EQUIPMENT.

WHEREAS, In March of 2020 the Kenai Police Department received asset forfeiture sharing funds in the amount of \$26,545.90 from the United States Drug Enforcement Administration (DEA); and,

WHEREAS, the Police Department, pursuant to conditions of acceptance, will utilize the forfeiture funds to purchase law enforcement equipment for use by the Police Department.

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

Section 1. That the City Manager is authorized to accept these Equitable Sharing Funds in the amount of \$26,545.90 and to expend the funds to fulfill the purpose and intent of this ordinance.

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

General Fund:

Increase Estimated Revenues –	
Forfeitures	<u>\$26,545.90</u>
 Increase Appropriations –	
Police – Small Tools	\$ 376.35
Police – Machinery & Equipment	<u>26,169.55</u>
	<u>\$26,545.90</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 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, City Clerk

Approved by Finance: 

Introduced: May 6, 2020
Enacted: May 20, 2020
Effective: May 20, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

DATE: April 20, 2020

SUBJECT: Ordinance No. 3120-2020, Accepting Drug Forfeiture Funds

The Kenai Police Department received \$26,545.90 in asset forfeiture sharing funds from the United States Drug Enforcement Administration (DEA). Those funds were shared with the Kenai Police Department after being forfeited to the DEA and are subject to federal "Equitable Sharing" requirements to be used for Law Enforcement. The funds were forfeited in connection with drug investigation cases, for which the regional drug task force (including the Kenai Police Department) was involved.

I am respectfully requesting consideration of the ordinance appropriating \$26,545.90 into the General Fund Accounts: Police- Small Tools - \$376.35 and Police – Machinery & Equipment - \$25,545.90 accounts to pay for law enforcement equipment. The primary purchases made with these funds are anticipated to be a new recording system for the dispatch center that will record 911 calls and radio traffic, and two new mobile radios to go in anticipated FY21 purchased police vehicles.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3121-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, AMENDING THE SALARY SCHEDULE IN KENAI MUNICIPAL CODE CHAPTER 23.55- PAY PLAN AND AMENDING EMPLOYEE CLASSIFICATIONS IN KENAI MUNICIPAL CODE CHAPTER 23.50.

WHEREAS, it is a requirement of the Code of the City of Kenai, Alaska, that the City Council, not later than the tenth day of June, adopt a budget for the following fiscal year and make appropriation of the monies needed; and,

WHEREAS, the fiscal year 2021 Budget includes a 0.22% increase to the City's Salary Schedule; and,

WHEREAS, the pay increase will go into effect beginning July 1, 2020.

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

Section 1. That certain document entitled "City of Kenai Fiscal Year 2021 Annual Budget" which is available for examination by the public in the Office of the City Clerk, the City's website and is incorporated herein by reference is hereby adopted as the budget for the City of Kenai for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

Section 2. The following sums of money are hereby appropriated for the operations of the City of Kenai for the fiscal year commencing on the first day of July, 2020, and ending the 30th day of June, 2021, to be expended consistent with and subject to the restrictions, procedures, and purposes set forth in the Code of the City of Kenai and to be expended substantially by line item in the manner shown in the budget adopted by Section 1 hereof:

General Fund	\$ 16,890,473
Enterprise Fund –	
Congregate Housing Fund	755,181
Internal Service Funds:	
Equipment Replacement Fund	590,633
Fleet Replacement Fund	74,811
Employee Health Care Fund	<u>3,133,762</u>
Total Internal Service Funds	3,799,206
Special Revenue Funds:	
Personal Use Fishery Fund	478,062

Water & Sewer Fund	3,492,330
Airport Fund	3,109,245
Senior Citizen Fund	<u>935,002</u>
Total Special Revenue Funds	8,014,639

Permanent Funds:	
Airport Land Sale Permanent Fund	955,050
General Land Sale Permanent Fund	<u>139,523</u>
Total Permanent Revenue Funds	1,094,573

Debt Service Fund – Library Expansion Bonds	<u>172,011</u>
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Total All Funds	<u><u>\$30,726,083</u></u>
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Section 3. Amendment of Salary Schedule in Chapter 23.55 of the Kenai Municipal Code: That the Salary Schedule in Kenai Municipal Code Chapter 23.55-Pay Plan, is hereby replaced in its entirety to read as follows:

Classified employees excluding those engaged in fire protection activities.

Range	A	B	C	D	E	F	AA	BB	CC
Step									
1	\$10.52	\$10.78	\$11.05	\$11.31	\$11.57	\$11.84	\$12.10	\$12.36	\$12.62
1.1	11.04	11.32	11.59	11.87	12.14	12.42	12.70	12.97	13.25
2	11.75	12.04	12.34	12.63	12.93	13.22	13.51	13.81	14.10
2.1	12.37	12.68	12.99	13.30	13.61	13.92	14.23	14.53	14.84
2.2	13.08	13.41	13.73	14.06	14.39	14.72	15.04	15.37	15.70
2.3	13.74	14.08	14.43	14.77	15.11	15.46	15.80	16.14	16.49
2.4	16.04	16.44	16.84	17.24	17.64	18.05	18.45	18.85	19.25
2.5	18.18	18.63	19.09	19.54	20.00	20.45	20.91	21.36	21.82
3	18.29	18.75	19.20	19.66	20.12	20.58	21.03	21.49	21.95
4	19.21	19.69	20.17	20.65	21.13	21.61	22.09	22.57	23.05
5	20.16	20.66	21.17	21.67	22.18	22.68	23.18	23.69	24.19
6	21.16	21.69	22.22	22.75	23.28	23.81	24.33	24.86	25.39
7	22.24	22.80	23.35	23.91	24.46	25.02	25.58	26.13	26.69
8	23.36	23.94	24.53	25.11	25.70	26.28	26.86	27.45	28.03
9	24.52	25.13	25.75	26.36	26.97	27.59	28.20	28.81	29.42
10	25.73	26.37	27.02	27.66	28.30	28.95	29.59	30.23	30.88
11	27.02	27.70	28.37	29.05	29.72	30.40	31.07	31.75	32.42
12	28.40	29.11	29.82	30.53	31.24	31.95	32.66	33.37	34.08
13	29.79	30.53	31.28	32.02	32.77	33.51	34.26	35.00	35.75
14	31.29	32.07	32.85	33.64	34.42	35.20	35.98	36.77	37.55
15	32.84	33.66	34.48	35.30	36.12	36.95	37.77	38.59	39.41
16	34.49	35.35	36.21	37.08	37.94	38.80	39.66	40.53	41.39
17	36.21	37.12	38.02	38.93	39.83	40.74	41.64	42.55	43.45
18	38.01	38.96	39.91	40.86	41.81	42.76	43.71	44.66	45.61
19	39.92	40.92	41.92	42.91	43.91	44.91	45.91	46.91	47.90
20	41.92	42.97	44.02	45.06	46.11	47.16	48.21	49.26	50.30
21	44.04	45.14	46.24	47.34	48.44	49.55	50.65	51.75	52.85
22	46.20	47.36	48.51	49.67	50.82	51.98	53.13	54.29	55.44
23	48.53	49.74	50.96	52.17	53.38	54.60	55.81	57.02	58.24
24	51.02	52.30	53.57	54.85	56.12	57.40	58.67	59.95	61.22

Classified employees engaged in fire protection activities

Range	A	B	C	D	E	F	AA	BB	CC
	Step								
13	21.28	21.81	22.34	22.88	23.41	23.94	24.47	25.00	25.54
14	22.35	22.91	23.47	24.03	24.59	25.14	25.70	26.26	26.82
15	23.47	24.06	24.64	25.23	25.82	26.40	26.99	27.58	28.16
16	24.64	25.26	25.87	26.49	27.10	27.72	28.34	28.95	29.57
17	25.88	26.53	27.17	27.82	28.47	29.12	29.76	30.41	31.06

Department Head Service employees

Range	Minimum	Maximum
18	\$79,084	\$104,382
19	81,108	109,586
20	87,201	115,117
21	91,591	120,903
22	96,108	126,857
23	100,944	133,256
24	106,120	140,076

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


Section 5. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect July 1, 2020.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, City Clerk

Approved by Finance: 

Introduced: May 6, 2020
Enacted: May 20, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank

DATE: April 3, 2020

SUBJECT: Ordinance 3121-2020 Adopting the FY2021 City of Kenai Budget

The purpose of this memo is to summarize the changes that have been proposed to the FY2021 Budget since disbursement of work session materials on April 15th, and to communicate the result of these changes on each of the City’s operating funds. The following are the Administration’s recommended changes that have been incorporated into the draft budget and appropriating ordinance. Amounts in brackets () are decreases and amounts without bracket are increases. New summary pages for the all funds, after incorporating the changes, are attached for your review.

Administration Recommended Amendments:

General Fund

Expenditures:

Clerk – Health & Life Insurance	\$(574)
Legal – Health & Life Insurance	(574)
Manager – Health & Life Insurance	(574)
Human Resources – Health & Life Insurance	(287)
Finance – Health & Life Insurance	(1,363)
Non-Departmental Transfers Out	(1,225)
Planning & Zoning – Health & Life Insurance	(488)
Police – Health & Life Insurance	(5,453)
Fire – Health & Life Insurance	(5,740)
Communications – Health & Life Insurance	(2,296)
Animal Control – Health & Life Insurance	(861)
Public Works Administration – Health & Life Insurance	(418)
Shop – Health & Life Insurance	(861)
Streets – Health & Life Insurance	(1,559)
Buildings – Health & Life Insurance	(665)
Library – Health & Life Insurance	(1,865)
Parks, Recreation & Beautification – Health & Life Insurance	(1,251)
Boating Facility – Health & Life Insurance	(80)
	<u>\$(26,134)</u>

These changes are the result of increasing the employee's share of health and life insurance costs by 1% to 11% from 10%.

General Fund

Expenditures:

Visitor Center – Professional Services	\$10,000
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This increase is needed to reflect the negotiated amount for the facility management services to be provided by the Kenai Chamber of Commerce

General Fund

Expenditures:

Manager – Travel & Transportation	\$(3,000)
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Recommended reduction by City Manager.

General Fund

Expenditures:

Non-Departmental – Salaries	\$ 21,948
Non-Departmental - Medicare	318
Non-Departmental – Social Security	1,361
Non-Departmental – Unemployment Insurance	110
Non-Departmental – Workers Compensation	345
Non-Departmental – Repair & Maintenance Supplies	1,228
Non-Departmental – Small Tools	610
Non-Departmental – Repair & Maintenance	(20,000)
Police – Salaries	10,609
Police - Medicare	154
Police – Social Security	658
Police – Unemployment Insurance	53
Police – Workers Compensation	167
Police – Repair & Maintenance Supplies	1,176
Police – Small Tools	305
Police – Repair & Maintenance	(11,736)
Library – Salaries	10,609
Library - Medicare	154
Library – Social Security	658
Library – Unemployment Insurance	53
Library – Workers Compensation	167
Library – Repair & Maintenance Supplies	1,176
Library – Small Tools	305
Library – Repair & Maintenance	(33,540)
	<u><u>\$ (13,112)</u></u>

These changes are needed to implement the plan to hire four (4), fourteen (14) hour per week janitors to provide janitorial services to the Kenai Community Library, Kenai City Hall, and Kenai Police Department in lieu of contracting these services out.



General Fund

Expenditures:

Non-Departmental – Machinery & Equipment	\$14,000
Non-Departmental – Printing & Binding	(2,900)
	<u>\$11,100</u>

To provide for the purchase of a replacement copier for City Hall with a payback period of less than four years because of lower per copy costs for maintenance and supplies.

General Fund

Expenditures:

Shop – Operating Supplies	\$(7,400)
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Recommended reduction by department because of reductions in the size of the City’s overall fleet which it is maintaining.

General Fund

Expenditures:

Streets – Rentals	\$48,800
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The cost for rental of two (2) moto graders for five months each year was inadvertently omitted from the draft document. Its inclusion is critical to the plan to sell two (2) existing moto graders and replace with rented units annually.

General Fund

<u>Total Administration Recommended Expenditure Changes</u>	<u>\$20,254</u>
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Personal Use Fishery Fund

Expenditures:

Streets – Health & Life Insurance	\$(44)
Parks, Recreation & Beautification – Health & Life Insurance	(182)
Dock – Health & Life Insurance	(33)

<u>Total Administration Recommended Expenditure Changes</u>	<u>\$(259)</u>
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These changes are the result of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.

Airport Fund

Revenues:

Terminal Rents & Leases	\$(107,856)
Terminal Parking Fees	(25,000)
Usage Fees – Landing	(56,626)

<u>Total Administration Recommended Revenue Changes</u>	<u>\$(189,482)</u>
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Revision to original revenue estimates projecting no second signatory airline for one-half (1/2) of the fiscal year.

Expenditures:

Terminal – Health & Life Insurance	\$(479)
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Airfield – Health & Life Insurance	(573)
Administration – Health & Life Insurance	(479)
Other Buildings & Areas – Health & Life Insurance	(184)
<u>Total Administration Recommended Expenditure Changes</u>	<u>\$(1,715)</u>

These changes are the result of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.

Congregate Housing Fund

Expenditures -

Congregate Housing – Health & Life Insurance	<u>\$(172)</u>
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These changes are the result of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.

Water & Sewer Fund

Expenditures:

Water – Health & Life Insurance	\$(703)
Sewer – Health & Life Insurance	(670)
Wastewater Treatment Plant– Health & Life Insurance	(895)
<u>Total Administration Recommended Expenditure Changes</u>	<u>\$(2,268)</u>

These changes are the result of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.

Senior Citizen Fund

Revenues -

Transfer From General Fund	<u>\$(1,225)</u>
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Senior Citizen Fund

Expenditures:

Access – Health & Life Insurance	\$(359)
Congregate Meals – Health & Life Insurance	(334)
Home Meals – Health & Life Insurance	(285)
Transportation – Health & Life Insurance	(86)
Choice Waiver– Health & Life Insurance	(199)
<u>Total Administration Recommended Expenditure Changes</u>	<u>\$(1,263)</u>

These changes are the result of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.

Employee Health Care Fund

Revenues:

Charge for Services	\$(30,619)
Participant Premiums	30,960
<u>Total Administration Recommended Revenue Changes</u>	<u>\$ 341</u>

These are the revenue impacts of increasing the employee’s share of health and life insurance costs by 1% to 11% from 10%.



City of Kenai
Fiscal Year 2021 Operating Budget

General Fund
Budget Projection

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021	Projection FY2022	Projection FY2023
TAXABLE VALUES (000'S)	\$ 871,076	\$ 871,829	\$ 892,023	\$ 894,277	\$ 907,656	\$ 921,528	\$ 935,891
MILL RATE	4.35	4.35	4.35	4.35	4.35	4.35	4.35
REVENUES							
Property & Sales Taxes							
Property Tax	3,868,445	3,890,087	3,940,692	3,950,304	3,977,338	4,078,474	4,139,703
Sales Tax	<u>6,854,253</u>	<u>7,159,094</u>	<u>7,387,175</u>	<u>6,988,193</u>	<u>7,116,759</u>	<u>8,856,364</u>	<u>9,077,773</u>
Total Property & Sales Taxes	<u>10,722,698</u>	<u>11,049,181</u>	<u>11,327,867</u>	<u>10,938,497</u>	<u>11,094,097</u>	<u>12,934,838</u>	<u>13,217,476</u>
Intergovernmental Revenue:							
PERS Funding	218,726	414,458	470,553	470,553	634,517	653,553	673,160
Community Assistance	250,852	210,345	171,001	174,116	76,068	76,068	76,068
Fish Tax	118,543	128,413	130,000	61,077	100,000	103,000	106,090
Other	<u>101,120</u>	<u>140,088</u>	<u>60,500</u>	<u>210,428</u>	<u>110,300</u>	<u>115,815</u>	<u>121,606</u>
Total State/Federal Revenue	<u>689,241</u>	<u>893,304</u>	<u>832,054</u>	<u>916,174</u>	<u>920,885</u>	<u>948,436</u>	<u>976,924</u>
Other Revenue							
Licenses and Permits	93,863	85,212	105,500	111,000	86,000	88,580	91,237
Ambulance Fees	443,544	410,409	500,000	450,000	500,000	515,000	530,450
Interest	45,801	378,064	180,000	150,000	150,000	90,084	92,131
Other	<u>585,268</u>	<u>652,774</u>	<u>659,146</u>	<u>713,045</u>	<u>659,911</u>	<u>679,708</u>	<u>700,099</u>
Total Other Revenue	<u>1,168,476</u>	<u>1,526,459</u>	<u>1,444,646</u>	<u>1,424,045</u>	<u>1,395,911</u>	<u>1,373,372</u>	<u>1,413,917</u>
Total Revenues	<u>12,580,415</u>	<u>13,468,944</u>	<u>13,604,567</u>	<u>13,278,716</u>	<u>13,410,893</u>	<u>15,256,646</u>	<u>15,608,317</u>
Transfer From Other Funds							
Charges to other funds	1,542,390	1,568,593	1,596,000	1,596,000	1,681,100	1,731,533	1,783,479
Capital Projects / Special Revenue	-	283,221	50,000	50,000	50,000	50,000	50,000
Enterprise	400,000	-	-	-	-	-	-
Trust Fund	<u>161,561</u>	<u>-</u>	<u>124,252</u>	<u>137,239</u>	<u>139,523</u>	<u>142,313</u>	<u>145,159</u>
Total Transfers	<u>2,103,951</u>	<u>1,851,814</u>	<u>1,770,252</u>	<u>1,783,239</u>	<u>1,870,623</u>	<u>1,923,846</u>	<u>1,978,638</u>
Total Revenues and Transfers	<u>14,684,366</u>	<u>15,320,758</u>	<u>15,374,819</u>	<u>15,061,955</u>	<u>15,281,516</u>	<u>17,180,492</u>	<u>17,586,955</u>
EXPENDITURES/APPROPRIATIONS							
General Government	2,347,926	2,905,898	3,397,394	3,424,760	3,711,889	3,788,535	3,860,369
Public Safety	7,075,417	7,227,836	7,733,840	7,889,718	7,975,853	8,120,733	8,268,511
Public Works	2,270,210	2,267,632	2,399,834	2,416,629	2,511,588	2,455,007	2,500,534
Parks, Recreation & Cultural	<u>2,134,422</u>	<u>2,117,734</u>	<u>2,244,028</u>	<u>2,289,066</u>	<u>2,172,565</u>	<u>2,076,262</u>	<u>2,114,527</u>
Total Operating Expenditures	13,827,975	14,519,100	15,775,096	16,020,173	16,371,895	16,440,537	16,743,941
Transfers or Non-Operating	<u>833,913</u>	<u>622,298</u>	<u>781,205</u>	<u>794,114</u>	<u>518,578</u>	<u>1,357,219</u>	<u>1,554,358</u>
Total Expenditures/Appropriations	14,661,888	15,141,398	16,556,301	16,814,287	16,890,473	17,797,756	18,298,299
Total Surplus (Deficit)	22,478	179,360	(1,181,482)	(1,752,332)	(1,608,957)	(617,264)	(711,344)
Projected Lapse - 5%	<u>-</u>	<u>-</u>	<u>788,755</u>	<u>801,009</u>	<u>818,595</u>	<u>822,027</u>	<u>837,197</u>
Adjusted Surplus (Deficit)	22,478	179,360	(392,727)	(951,323)	(790,362)	204,763	125,853
Beginning Fund Balance	<u>10,548,206</u>	<u>10,570,684</u>	<u>10,240,277</u>	<u>10,750,044</u>	<u>9,798,721</u>	<u>9,008,359</u>	<u>9,213,122</u>
Ending Fund Balance	10,570,684	10,750,044	9,847,550	9,798,721	9,008,359	9,213,122	9,338,975
Restricted	(682,068)	(741,748)	(754,068)	(781,748)	(817,748)	(853,748)	(889,748)
Committed	(6,976,762)	(7,116,039)	(6,841,807)	(7,048,917)	(6,081,646)	(6,738,914)	(6,992,196)
Assigned	<u>(2,416,658)</u>	<u>(2,418,240)</u>	<u>(2,251,675)</u>	<u>(1,968,056)</u>	<u>(2,108,965)</u>	<u>(1,620,460)</u>	<u>(1,457,031)</u>
Unassigned Fund Balance	<u>\$ 495,196</u>	<u>\$ 474,017</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Budget Projection
Fund: 006 - Personal Use Fishery Fund**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
PERS Grant	\$ 1,546	\$ 2,743	\$ 4,637	\$ 4,169	\$ 5,688
Usage Fees					
Beach Parking	174,613	118,309	146,460	144,330	146,460
Beach Camping	210,269	129,938	170,100	149,788	164,900
Dock Launch & Park	111,528	91,358	101,600	105,515	106,000
Dock Parking Only	12,010	9,547	10,800	11,736	12,000
Participant Drop-off Fee	7,481	5,943	6,715	4,698	6,715
Total Usage Fees	515,901	355,095	435,675	416,067	436,075
Miscellaneous Revenues					
Investment earnings	1,522	7,624	750	750	750
Other	674	(3,250)	(3,500)	(4,208)	(4,000)
Total Miscellaneous Revenues	2,196	4,374	(2,750)	(3,458)	(3,250)
Total Revenue	519,643	362,212	437,562	416,778	438,513
Expenditures					
Public Safety	114,542	92,515	88,051	88,146	81,211
Streets	32,938	42,695	55,235	55,290	50,389
Boating Facility	56,380	45,077	64,161	64,279	90,850
Parks, Recreation & Beautification	225,445	277,025	241,588	245,362	205,612
Total Expenditures	429,305	457,312	449,035	453,077	428,062
Transfers - General Fund	-	-	50,000	50,000	50,000
Total Expenditures & Transfers	429,305	457,312	499,035	503,077	478,062
Contribution To/(From) Fund Balance:	90,338	(95,100)	(61,473)	(86,299)	(39,549)
Projected Lapse	-	-	18,722	83,327	15,428
Adjusted (Deficit)/Surplus	90,338	(95,100)	(42,751)	(2,972)	(24,121)
Beginning Fund Balance	203,556	293,894	169,622	198,794	195,822
Ending Fund Balance	\$ 293,894	\$ 198,794	\$ 126,871	\$ 195,822	\$ 171,701

City of Kenai
Fiscal Year 2021 Operating Budget

Budget Projection
Fund: 010 - Water and Sewer Fund

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
PERS Grant	\$ 17,347	\$ 35,066	\$ 42,205	\$ 42,205	\$ 55,288
Usage Fees					
Service Hook-up	2,608	2,408	3,063	3,063	3,185
Residential Water	830,102	832,835	872,821	872,821	872,822
Commercial Water	327,519	328,718	349,128	349,128	349,129
Residential Sewer	1,182,083	1,183,824	1,245,429	1,245,429	1,245,430
Commercial Sewer	453,930	467,204	484,901	484,901	484,901
Total Usage Fees	<u>2,796,242</u>	<u>2,814,989</u>	<u>2,955,342</u>	<u>2,955,342</u>	<u>2,955,467</u>
Miscellaneous Revenues					
Penalty and Interest	36,959	43,415	41,600	41,600	41,600
Interest Earnings	11,775	108,222	12,480	12,480	12,480
Other	24,775	14,916	3,000	3,000	3,000
Total Miscellaneous Revenues	<u>73,509</u>	<u>166,553</u>	<u>57,080</u>	<u>57,080</u>	<u>57,080</u>
Total Revenues	<u>2,887,098</u>	<u>3,016,608</u>	<u>3,054,627</u>	<u>3,054,627</u>	<u>3,067,835</u>
Expenditures					
Water Department	841,231	898,037	1,037,087	1,098,432	919,415
Sewer Department	456,195	394,495	594,826	594,826	588,881
Wastewater Treatment Plant Department	1,116,312	1,141,780	2,055,544	2,055,544	1,984,034
Total Expenditures	<u>2,413,738</u>	<u>2,434,312</u>	<u>3,687,457</u>	<u>3,748,802</u>	<u>3,492,330</u>
Contribution To/(From) Fund Balance:	473,360	582,296	(632,830)	(694,175)	(424,495)
Projected Lapse (6%)	-	-	140,997	144,078	137,895
Adjusted (Deficit)/Surplus			(491,833)	(550,097)	(286,600)
Beginning Fund Balance	<u>2,070,432</u>	<u>2,543,792</u>	<u>2,936,894</u>	<u>3,126,088</u>	<u>2,575,991</u>
Ending Fund Balance	<u>\$ 2,543,792</u>	<u>\$ 3,126,088</u>	<u>\$ 2,445,061</u>	<u>\$ 2,575,991</u>	<u>\$ 2,289,391</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 008 - Airport Fund
Department: Airport Fund Summary**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
State & Federal Grants	\$ 21,891	\$ 36,883	\$ 42,663	\$ 1,665,421	\$ 55,254
Usage Fees					
Fuel Sales	10,685	21,650	17,500	28,000	28,000
Fuel Flowage	12,093	9,571	15,000	10,000	15,000
Float Plane	722	1,554	750	750	750
Tie Down	6,832	7,130	7,500	7,500	7,500
Landing	401,556	410,697	505,500	307,500	300,874
Plane Parking	9,018	10,287	10,000	10,000	10,000
Total Usage Fees	440,906	460,889	556,250	363,750	362,124
Rents and Leases					
Land	691,152	570,675	563,293	563,293	504,665
Total Rents and Leases	691,152	570,675	563,293	563,293	504,665
Miscellaneous					
Penalty and Interest	7,513	4,926	5,000	5,000	5,000
Interest on Investments	20,563	155,283	35,000	35,000	35,000
Other	9,769	23,285	10,000	10,000	10,000
Total Miscellaneous	37,845	183,494	50,000	50,000	50,000
Terminal Revenue					
Parking Fees	223,360	229,757	250,000	175,000	200,000
Rents and Leases	317,431	355,868	395,344	355,344	367,645
Penalty and Interest	3,989	7,516	4,500	7,500	7,500
Car Rental Commissions	171,096	178,767	180,000	200,000	120,000
Advertising Commissions	10,648	13,940	9,000	9,000	12,000
Miscellaneous	3,983	3,366	1,500	3,000	3,000
Total Terminal Revenue	730,507	789,214	840,344	749,844	710,145
Transfers In					
Airport Land Trust Fund	1,210,348	1,203,690	908,811	928,251	955,050
Total Transfers In	1,210,348	1,203,690	908,811	928,251	955,050
Total Revenues	3,132,649	3,244,845	2,961,361	4,320,559	2,637,238
Expenditures					
Airport Terminal	578,328	2,121,504	616,753	617,312	666,607
Airport Airfield	1,631,810	1,744,189	1,750,795	1,776,919	1,874,687
Airport Administration	621,759	533,185	348,507	340,024	358,462
Airport Other Buildings and Areas	261,943	152,640	248,777	256,036	171,014
Airport Training Facility	36,125	257,088	38,474	507,209	38,475
Total Expenditures	3,129,965	4,808,606	3,003,306	3,497,500	3,109,245
Contribution To/(From) Fund Balance:	2,684	(1,563,761)	(41,945)	823,059	(472,007)
Projected Lapse (6%)	-	-	116,016	116,015	122,079
Adjusted (Deficit)/Surplus			74,071	939,074	(349,928)
Beginning Fund Balance	5,076,306	5,078,990	3,592,404	3,515,229	4,454,303
Ending Fund Balance	\$ 5,078,990	\$ 3,515,229	\$ 3,666,475	\$ 4,454,303	\$ 4,104,375

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 019 - Senior Citizens Fund
Department: Title III Summary**

	<u>Actual FY2018</u>	<u>Actual FY2019</u>	<u>Original Budget FY2020</u>	<u>Projection FY2020</u>	<u>Proposed FY2021</u>
Revenues					
State Grants	\$ 198,577	\$ 204,464	\$ 205,831	\$ 205,831	\$ 212,504
USDA Grant	18,958	24,938	20,000	20,000	20,000
Choice Waiver	195,012	135,444	125,000	125,000	125,000
KPB Grant	126,207	126,207	126,207	126,207	161,612
United Way	9,598	3,631	15,000	-	-
Rents and Leases	8,324	8,174	13,000	13,000	13,000
Donations	47,668	8,494	32,000	32,500	32,500
Donation - Senior Connection	50,000	100,000	50,000	50,000	50,000
Meal Donations	82,837	67,998	82,500	72,500	72,500
Transfer from General Fund - Operations	176,739	182,027	239,208	239,899	224,801
Transfer from General Fund - Capital	-	-	14,100	14,100	-
Other	(42)	(9)	300	300	300
Total Revenue	<u>913,878</u>	<u>861,368</u>	<u>923,146</u>	<u>899,337</u>	<u>912,217</u>
Expenditures					
Senior Citizen Access	157,065	140,539	191,256	191,415	180,075
Congregate Meals	220,661	231,082	261,266	264,057	262,518
Home Meals	205,562	202,637	223,664	224,663	230,951
Senior Transportation	80,087	80,929	104,527	104,596	100,417
Choice Waiver	250,503	232,910	165,893	166,066	161,041
Total Expenditures	<u>913,878</u>	<u>888,097</u>	<u>946,606</u>	<u>950,797</u>	<u>935,002</u>
Contribution To/(From) Fund Balance:	-	(26,729)	(23,460)	(51,460)	(22,785)
Projected Lapse (3%)	-	-	23,460	23,586	22,785
Adjusted (Deficit)/Surplus	-	(26,729)	-	(27,874)	-
Beginning Fund Balance	-	-	-	(26,729)	(54,603)
Ending Fund Balance	<u>\$ -</u>	<u>\$ (26,729)</u>	<u>\$ -</u>	<u>\$ (54,603)</u>	<u>\$ (54,603)</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Budget Projection
Fund: 009 - Congregate Housing Fund**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
PERS Grant	\$ 1,153	\$ 1,995	\$ 2,865	\$ 2,865	\$ 3,909
Rents and Leases	394,618	407,714	406,145	401,145	417,533
Interest on Investments	2,558	21,630	4,000	4,000	4,000
Miscellaneous	(300)	474	-	(707)	-
Total Revenues	398,029	431,813	413,010	407,303	425,442
 Expenses	 475,300	 455,468	 496,568	 496,568	 495,181
Net Income (loss)	(77,271)	(23,655)	(83,558)	(89,265)	(69,739)
Beginning Retained Earnings	506,832	570,007	482,690	679,542	609,723
Capital Asset Acquisitions	-	(7,256)	-	(121,000)	-
Allocated to Capital Projects	-	(121,000)	-	-	(260,000)
Credit for Depreciation	140,446	140,446	140,446	140,446	140,446
Available Retained Earnings	\$ 570,007	\$ 558,542	\$ 539,578	\$ 609,723	\$ 420,430

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 011 - Employee Health Care Fund
Department: 18 - Health Care Fund Summary**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
Charge for Services	\$ 1,903,581	\$ 2,148,495	\$ 2,436,200	\$ 2,436,200	\$ 2,636,734
Participant premiums	236,949	258,664	282,312	252,345	369,849
Transfer from Other Funds	-	-	-	-	-
Interest Earnings	836	9,285	1,000	4,000	6,000
Total Revenues	2,141,366	2,416,444	2,719,512	2,692,545	3,012,583
Expenses					
	2,010,581	2,257,555	2,598,511	2,598,511	3,133,762
Net Income (loss)	130,785	158,889	121,001	94,034	(121,179)
Beginning Retained Earnings	117,637	248,422	100,000	407,311	501,345
Available Retained Earnings	\$ 248,422	\$ 407,311	\$ 221,001	\$ 501,345	\$ 380,166
	FY2019	FY2020	FY2021	Difference	% Change
Employer cost per position:					
Full-time	\$ 20,031	\$ 22,715	\$ 24,700	\$ 1,985	8.74%
Part-time	10,016	11,358	12,350	992	8.73%
Employee monthly premiums:					
Employee only	\$ 98.00	\$ 102.00	\$ 129.00	\$ 27.00	26.47%
Employee with child(ren)	178.00	204.00	234.00	30.00	14.71%
Employee with spouse	196.00	185.00	257.00	72.00	38.92%
Employee with family	268.00	278.00	353.00	75.00	26.98%
Part-time employee only	455.00	469.00	567.00	98.00	20.90%
Part-time employee w/Children	1,173.00	1,394.00	1,436.00	42.00	3.01%
Part-time employee w/Spouse	1,349.00	1,212.00	1,649.00	437.00	36.06%
Part-time employee w/Family	2,070.00	2,141.00	2,522.00	381.00	17.80%

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 061 - Equipment Replacement Fund
Department: 59 - Equipment Replacement Fund Summary**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
Rents & Leases	\$ 324,104	\$ 369,949	\$ 321,754	\$ 321,326	\$ 314,507
Interest Earnings	7,006	40,479	14,000	25,000	30,000
Other income	-	-	25,000	513,750	75,000
Total Revenues	331,110	410,428	360,754	860,076	419,507
Expenses - Depreciation	160,125	162,060	190,000	190,000	190,633
Net Income (loss)	170,985	248,368	170,754	670,076	228,874
Transfers out	(400,000)	-	-	-	(400,000)
Total net income (loss) and transfers out	(229,015)	248,368	170,754	670,076	(171,126)
Beginning Net Position	3,157,316	2,928,301	4,136,538	3,176,669	3,846,745
Ending Net Position	2,928,301	3,176,669	4,307,292	3,846,745	3,675,619
Invested in Capital Assets	(1,754,920)	(2,578,197)	(2,404,366)	(2,583,643)	(2,393,010)
Unrestricted Net Position	\$ 1,173,381	\$ 598,472	\$ 1,902,926	\$ 1,263,102	\$ 1,282,609

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 063 - Fleet Replacement Fund
Department: 59 - Fleet Replacement Fund Summary**

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
Rents & Leases	\$ -	\$ -	\$ -	\$ -	\$ 147,821
Interest Earnings	-	-	-	-	8,000
Other income	-	-	-	-	62,589
Transfer In	-	-	-	-	400,000
Capital Contribution	-	-	-	269,693	-
Total Revenues	-	-	-	269,693	618,410
Expenses - Depreciation	-	-	-	-	74,811
Net Income (loss)	-	-	-	269,693	543,599
Transfers out	-	-	-	-	-
Total net income (loss) and transfers out	-	-	-	269,693	543,599
Beginning Net Position	-	-	-	-	269,693
Ending Net Position	-	-	-	269,693	813,292
Invested in Capital Assets	-	-	-	-	(491,652)
Unrestricted Net Position	\$ -	\$ -	\$ -	\$ 269,693	\$ 321,640

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Budget Projection
Land Sales Permanent Funds**

	<u>Actual</u>	<u>Actual</u>	<u>Original</u>	<u>FY2020</u>	<u>Proposed</u>
	<u>FY2018</u>	<u>FY2019</u>	<u>Budget</u>	<u>Projection</u>	<u>FY2021</u>
			<u>FY2020</u>		
FUND 082-52 Airport Land Sales Permanent Fund					
Revenues					
Acct. 36610 Investments Earnings	\$ 1,513,454	\$ 1,279,938	\$ 1,333,556	\$ 3,891,464	\$ 1,486,160
Acct. 36645 Interest on Land Sale Contracts	-	14,276	10,000	10,000	10,000
Acct. 33640 Land Sales	9,234	455,207	-	-	-
Total Revenue	<u>1,522,688</u>	<u>1,749,421</u>	<u>1,343,556</u>	<u>3,901,464</u>	<u>1,496,160</u>
Expenses					
Transfer to Airport Land System Fund	<u>1,210,348</u>	<u>1,203,690</u>	<u>908,811</u>	<u>928,251</u>	<u>955,050</u>
Contributions To/(From) Fund Balance	312,340	545,731	434,745	2,973,213	541,110
Beginning Fund Balance	<u>24,280,015</u>	<u>24,592,355</u>	<u>24,892,866</u>	<u>25,138,086</u>	<u>28,111,299</u>
Ending Fund Balance	<u>\$ 24,592,355</u>	<u>\$ 25,138,086</u>	<u>\$ 25,327,611</u>	<u>\$ 28,111,299</u>	<u>\$ 28,652,409</u>
FUND 081-52 General Land Sales Permanent Fund					
Revenues					
Acct. 36610 Investments Earnings	\$ 187,598	\$ 164,838	\$ 175,829	\$ 578,494	\$ 194,330
Acct. 36645 Interest on Land Sale Contracts	-	-	-	-	-
Acct. 33640 Land Sales	54,001	775	-	-	-
Total Revenue	<u>241,599</u>	<u>165,613</u>	<u>175,829</u>	<u>578,494</u>	<u>194,330</u>
Expenses					
Transfer to General Fund	<u>161,561</u>	<u>-</u>	<u>124,252</u>	<u>137,239</u>	<u>139,523</u>
Contributions To/(From) Fund Balance	80,038	165,613	51,577	441,255	54,807
Beginning Fund Balance	<u>3,049,939</u>	<u>3,129,977</u>	<u>3,156,822</u>	<u>3,295,590</u>	<u>3,736,845</u>
Ending Fund Balance	<u>\$ 3,129,977</u>	<u>\$ 3,295,590</u>	<u>\$ 3,208,399</u>	<u>\$ 3,736,845</u>	<u>\$ 3,791,652</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

Fund 048 - Debt Service

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021
Revenues					
Bond Interest Subsidy	34,996	35,127	32,607	32,607	30,493
Transfer from General Fund	142,002	143,271	140,097	140,097	141,518
Total Revenue	176,998	178,398	172,704	172,704	172,011
Expenditures					
Parks, Recreation & Culture	176,998	178,398	172,704	172,704	172,011
Contributions To/From Fund Balance	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: May 12, 2020

SUBJECT: **Recommended Amendment to Ordinance 3121-2020 Adoption of FY2021 Budget.**

The purpose of this memo is to recommend amendments to the FY2021 Draft Budget and FY2021 Budget adoption ordinance, Ordinance 3121-2020, and the basis for each recommendation. New summary pages for the impacted funds, after incorporating these changes, are attached for your review. Amounts in brackets represent decreases and amounts with no brackets represent increases in budgeted amounts.

Budget Document Amendments

General Fund

Expenditures:

Human Resources (Page 93)	
Computer Software	\$(9,025)
Non-Departmental (Page 106)	
Transfers	(7,609)
	<u>\$(16,634)</u>

Budget Ordinance Amendments

The following amendment is needed to Ordinance 3121-2020 to incorporate this recommendation.

Amend the General Fund appropriation amount in Section 2 to be \$16,873,839 and amend the Total All Funds appropriation amount to be \$30,709,449.

Included in the Kenai Peninsula Borough's FY2021 Operating Budget is additional funding for the Kenai Senior Center for services provided to seniors who live in the K-Beach and Cohoe census districts. The result of receiving this additional \$43,014, \$7,609 more than projected at the time of budget introduction, is a decrease in the required General Fund Transfer to the Senior Citizen Fund.

Employee recruitment software for Human Resources was budgeted at \$14,000 at the time of introduction for renewal of a three-year agreement to provide software. After introduction the City

was informed that three-year agreements are no longer offered and a one-year renewal would be \$4,975.

Budget Document Amendments

Senior Citizen Fund (Page 238)

Revenues:

KPB Grant	\$ 7,609
Transfer From General Fund – Operations	(7,609)
	<u>\$ -</u>

Budget Ordinance Amendments

Non-Required

Budget Document Amendments

Employee Healthcare Fund

Revenues: (Page 260)

Participant Premiums	<u>\$(20,592)</u>
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Expenditures: (Page 261)

Insurance	<u>\$(169,485)</u>
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Budget Ordinance Amendments

The following amendment is needed to Ordinance 3121-2020 to incorporate this recommendation.

Amend the Employee Health Care Fund appropriation amount in Section 2 to be \$2,964,277 and amend the Total All Funds appropriation amount to be \$30,539,964.

Reduction in participant premiums and insurance expenditures reflect cost savings to employees and the City resulting from a better than projected renewal this year.



City of Kenai
Fiscal Year 2021 Operating Budget

General Fund
Budget Projection

	Actual FY2018	Actual FY2019	Original Budget FY2020	Projection FY2020	Proposed FY2021	Projection FY2022	Projection FY2023
TAXABLE VALUES (000'S)	\$ 871,076	\$ 871,829	\$ 892,023	\$ 894,277	\$ 907,656	\$ 921,528	\$ 935,891
MILL RATE	4.35	4.35	4.35	4.35	4.35	4.35	4.35
REVENUES							
Property & Sales Taxes							
Property Tax	3,868,445	3,890,087	3,940,692	3,950,304	3,977,338	4,078,474	4,139,703
Sales Tax	<u>6,854,253</u>	<u>7,159,094</u>	<u>7,387,175</u>	<u>6,988,193</u>	<u>7,116,759</u>	<u>8,856,364</u>	<u>9,077,773</u>
Total Property & Sales Taxes	<u>10,722,698</u>	<u>11,049,181</u>	<u>11,327,867</u>	<u>10,938,497</u>	<u>11,094,097</u>	<u>12,934,838</u>	<u>13,217,476</u>
Intergovernmental Revenue:							
PERS Funding	218,726	414,458	470,553	470,553	634,517	653,553	673,160
Community Assistance	250,852	210,345	171,001	174,116	76,068	76,068	76,068
Fish Tax	118,543	128,413	130,000	61,077	100,000	103,000	106,090
Other	<u>101,120</u>	<u>140,088</u>	<u>60,500</u>	<u>210,428</u>	<u>110,300</u>	<u>115,815</u>	<u>121,606</u>
Total State/Federal Revenue	<u>689,241</u>	<u>893,304</u>	<u>832,054</u>	<u>916,174</u>	<u>920,885</u>	<u>948,436</u>	<u>976,924</u>
Other Revenue							
Licenses and Permits	93,863	85,212	105,500	111,000	86,000	88,580	91,237
Ambulance Fees	443,544	410,409	500,000	450,000	500,000	515,000	530,450
Interest	45,801	378,064	180,000	150,000	150,000	90,245	92,460
Other	<u>585,268</u>	<u>652,774</u>	<u>659,146</u>	<u>713,045</u>	<u>659,911</u>	<u>679,708</u>	<u>700,099</u>
Total Other Revenue	<u>1,168,476</u>	<u>1,526,459</u>	<u>1,444,646</u>	<u>1,424,045</u>	<u>1,395,911</u>	<u>1,373,533</u>	<u>1,414,246</u>
Total Revenues	<u>12,580,415</u>	<u>13,468,944</u>	<u>13,604,567</u>	<u>13,278,716</u>	<u>13,410,893</u>	<u>15,256,807</u>	<u>15,608,646</u>
Transfer From Other Funds							
Charges to other funds	1,542,390	1,568,593	1,596,000	1,596,000	1,681,100	1,731,533	1,783,479
Capital Projects / Special Revenue	-	283,221	50,000	50,000	50,000	50,000	50,000
Enterprise	400,000	-	-	-	-	-	-
Trust Fund	<u>161,561</u>	<u>-</u>	<u>124,252</u>	<u>137,239</u>	<u>139,523</u>	<u>142,313</u>	<u>145,159</u>
Total Transfers	<u>2,103,951</u>	<u>1,851,814</u>	<u>1,770,252</u>	<u>1,783,239</u>	<u>1,870,623</u>	<u>1,923,846</u>	<u>1,978,638</u>
Total Revenues and Transfers	<u>14,684,366</u>	<u>15,320,758</u>	<u>15,374,819</u>	<u>15,061,955</u>	<u>15,281,516</u>	<u>17,180,653</u>	<u>17,587,284</u>
EXPENDITURES/APPROPRIATIONS							
General Government	2,347,926	2,905,898	3,397,394	3,424,760	3,702,864	3,779,330	3,850,979
Public Safety	7,075,417	7,227,836	7,733,840	7,889,718	7,975,853	8,120,733	8,268,511
Public Works	2,270,210	2,267,632	2,399,834	2,416,629	2,511,588	2,455,007	2,500,534
Parks, Recreation & Cultural	<u>2,134,422</u>	<u>2,117,734</u>	<u>2,244,028</u>	<u>2,289,066</u>	<u>2,172,565</u>	<u>2,076,262</u>	<u>2,114,527</u>
Total Operating Expenditures	13,827,975	14,519,100	15,775,096	16,020,173	16,362,870	16,431,332	16,734,551
Transfers or Non-Operating	<u>833,913</u>	<u>622,298</u>	<u>781,205</u>	<u>794,114</u>	<u>510,969</u>	<u>1,349,381</u>	<u>1,546,285</u>
Total Expenditures/Appropriations	14,661,888	15,141,398	16,556,301	16,814,287	16,873,839	17,780,713	18,280,836
Total Surplus (Deficit)	22,478	179,360	(1,181,482)	(1,752,332)	(1,592,323)	(600,060)	(693,552)
Projected Lapse - 5%	<u>-</u>	<u>-</u>	<u>788,755</u>	<u>801,009</u>	<u>818,144</u>	<u>821,567</u>	<u>836,728</u>
Adjusted Surplus (Deficit)	22,478	179,360	(392,727)	(951,323)	(774,179)	221,507	143,176
Beginning Fund Balance	<u>10,548,206</u>	<u>10,570,684</u>	<u>10,240,277</u>	<u>10,750,044</u>	<u>9,798,721</u>	<u>9,024,542</u>	<u>9,246,049</u>
Ending Fund Balance	10,570,684	10,750,044	9,847,550	9,798,721	9,024,542	9,246,049	9,389,225
Restricted	(682,068)	(741,748)	(754,068)	(781,748)	(817,748)	(853,748)	(889,748)
Committed	(6,976,762)	(7,116,039)	(6,841,807)	(7,032,283)	(6,059,110)	(6,715,659)	(6,968,203)
Assigned	<u>(2,416,658)</u>	<u>(2,418,240)</u>	<u>(2,251,675)</u>	<u>(1,984,690)</u>	<u>(2,147,684)</u>	<u>(1,676,642)</u>	<u>(1,531,274)</u>
Unassigned Fund Balance	<u>\$ 495,196</u>	<u>\$ 474,017</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 019 - Senior Citizens Fund
Department: Title III Summary**

	<u>Actual FY2018</u>	<u>Actual FY2019</u>	<u>Original Budget FY2020</u>	<u>Projection FY2020</u>	<u>Proposed FY2021</u>
Revenues					
State Grants	\$ 198,577	\$ 204,464	\$ 205,831	\$ 205,831	\$ 212,504
USDA Grant	18,958	24,938	20,000	20,000	20,000
Choice Waiver	195,012	135,444	125,000	125,000	125,000
KPB Grant	126,207	126,207	126,207	126,207	169,221
United Way	9,598	3,631	15,000	-	-
Rents and Leases	8,324	8,174	13,000	13,000	13,000
Donations	47,668	8,494	32,000	32,500	32,500
Donation - Senior Connection	50,000	100,000	50,000	50,000	50,000
Meal Donations	82,837	67,998	82,500	72,500	72,500
Transfer from General Fund - Operations	176,739	182,027	239,208	239,899	217,192
Transfer from General Fund - Capital	-	-	14,100	14,100	-
Other	(42)	(9)	300	300	300
Total Revenue	<u>913,878</u>	<u>861,368</u>	<u>923,146</u>	<u>899,337</u>	<u>912,217</u>
Expenditures					
Senior Citizen Access	157,065	140,539	191,256	191,415	180,075
Congregate Meals	220,661	231,082	261,266	264,057	262,518
Home Meals	205,562	202,637	223,664	224,663	230,951
Senior Transportation	80,087	80,929	104,527	104,596	100,417
Choice Waiver	250,503	232,910	165,893	166,066	161,041
Total Expenditures	<u>913,878</u>	<u>888,097</u>	<u>946,606</u>	<u>950,797</u>	<u>935,002</u>
Contribution To/(From) Fund Balance:	-	(26,729)	(23,460)	(51,460)	(22,785)
Projected Lapse (3%)	-	-	23,460	23,586	22,785
Adjusted (Deficit)/Surplus	-	(26,729)	-	(27,874)	-
Beginning Fund Balance	-	-	-	(26,729)	(54,603)
Ending Fund Balance	<u>\$ -</u>	<u>\$ (26,729)</u>	<u>\$ -</u>	<u>\$ (54,603)</u>	<u>\$ (54,603)</u>

**City of Kenai
Fiscal Year 2021 Operating Budget**

**Fund: 011 - Employee Health Care Fund
Department: 18 - Health Care Fund Summary**

	<u>Actual FY2018</u>	<u>Actual FY2019</u>	<u>Original Budget FY2020</u>	<u>Projection FY2020</u>	<u>Proposed FY2021</u>
Revenues					
Charge for Services	\$ 1,903,581	\$ 2,148,495	\$ 2,436,200	\$ 2,436,200	\$ 2,636,734
Participant premiums	236,949	258,664	282,312	252,345	349,257
Transfer from Other Funds	-	-	-	-	-
Interest Earnings	836	9,285	1,000	4,000	6,000
Total Revenues	<u>2,141,366</u>	<u>2,416,444</u>	<u>2,719,512</u>	<u>2,692,545</u>	<u>2,991,991</u>
Expenses					
	<u>2,010,581</u>	<u>2,257,555</u>	<u>2,598,511</u>	<u>2,598,511</u>	<u>2,964,277</u>
Net Income (loss)	130,785	158,889	121,001	94,034	27,714
Beginning Retained Earnings	<u>117,637</u>	<u>248,422</u>	<u>100,000</u>	<u>407,311</u>	<u>501,345</u>
Available Retained Earnings	<u>\$ 248,422</u>	<u>\$ 407,311</u>	<u>\$ 221,001</u>	<u>\$ 501,345</u>	<u>\$ 529,059</u>
	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>Difference</u>	<u>% Change</u>
Employer cost per position:					
Full-time	\$ 20,031	\$ 22,715	\$ 24,700	\$ 1,985	8.74%
Part-time	10,016	11,358	12,350	992	8.73%
Employee monthly premiums:					
Employee only	\$ 98.00	\$ 102.00	\$ 123.00	\$ 21.00	20.59%
Employee with child(ren)	178.00	204.00	222.00	18.00	8.82%
Employee with spouse	196.00	185.00	244.00	59.00	31.89%
Employee with family	268.00	278.00	333.00	55.00	19.78%
Part-time employee only	455.00	469.00	519.00	50.00	10.66%
Part-time employee w/Children	1,173.00	1,394.00	1,325.00	(69.00)	-4.95%
Part-time employee w/Spouse	1,349.00	1,212.00	1,523.00	311.00	25.66%
Part-time employee w/Family	2,070.00	2,141.00	2,331.00	190.00	8.87%



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3122-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING A VOLUNTEER FIRE ASSISTANCE (VFA) GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE PASSED THROUGH THE STATE OF ALASKA DIVISION OF FORESTRY FOR THE PURCHASE OF FORESTRY FIREFIGHTING EQUIPMENT.

WHEREAS, City of Kenai Fire Department is a cooperator with Division of Forestry and has contracted personnel and equipment on major fire incidents on the Kenai Peninsula; and,

WHEREAS, grant funding will be used to purchase personal protective equipment (PPE) for our personnel, to be used while responding to Forest Fire Incidents; and,

WHEREAS, additional equipment will be purchased to improve response capabilities in our service area and assist Division of Forestry on incidents as a cooperator; and,

WHEREAS, the State of Alaska Division of Forestry has provided a grant in the amount of \$7,398.90 to assist the City of Kenai Fire Department in purchasing forestry firefighting gear, and,

WHEREAS, appropriation of this grant for its intended purpose is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to accept a grant from the United States Department of Agriculture Forest Service passed through the State of Alaska Division of Forestry in the amount of \$7,398.90 for the purchase of forestry firefighting equipment and is authorized to execute a grant agreement and to expend the grant funds to fulfill the purpose and intent of this Ordinance.

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

General Fund:

Increase Estimated Revenues –	
Federal Grant – Fire	<u>\$7,398.90</u>

Increase Appropriations –	
Fire – Small Tools/Minor Equipment	<u>\$7,398.90</u>

Section 4. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such

judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: May 6th, 2020
Enacted: May 20th, 2020
Effective: May 20th, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: April 3, 2020
SUBJECT: **Ordinance No. 3122-2020**

The City of Kenai Fire Department has been awarded a Volunteer Fire Assistance (VFA) grant in the amount of \$7,398.90 for the purchase of forestry firefighting gear from the United States Department of Agriculture Forest Service through State of Alaska Division of Forestry. The grant will fund the purchase of forestry firefighting pants and shirts for our newest personnel, along with equipment to place on our designated forestry response apparatus. This gear and equipment will enable us to respond in the appropriately with tools needed on forestry incidents.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3124-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING A MEALS ON WHEELS COVID-19 RESPONSE FUND GRANT FROM MEALS ON WHEELS AMERICA FOR KENAI SENIOR CENTER EXPENDITURES IN SUPPORT OF COVID-19 PANDEMIC RESPONSE.

WHEREAS, the Kenai Senior Center is a long-standing member of the Meals on Wheels Association America; and,

WHEREAS, Meals on Wheels America launched its COVID-19 Response Fund and the corresponding grant program provides “stop-gap” emergency grants of up to \$25,000 to members working to secure additional food and supplies and adapt to new procedures and delivery methods, all while experiencing a rapid increase in demand for services; and,

WHEREAS, the Kenai Senior Center has been providing additional home meals through the COVID-19 Pandemic and has increased costs for food and supplies; and,

WHEREAS, acceptance of this grant is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to accept a grant in the amount of \$20,000 from the Meals on Wheels COVID-19 Response Fund of Meals on Wheels America for Kenai Senior Center expenditures in support of its response to the COVID-19 Pandemic.

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

Senior Citizen Fund:

Increase Estimated Revenues –	
Miscellaneous Grants	<u>\$20,000</u>
 Increase Appropriations –	
Home Meals – Operating & Repair Supplies	\$15,000
Congregate Meals – Operating & Repair Supplies	<u>5,000</u>
	<u>\$20,000</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 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: May 6, 2020
Enacted: May 20, 2020
Effective: May 20, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Kathy Romain
DATE: April 27, 2020
SUBJECT: **Ordinance No. 3124-2020**

The Kenai Senior Center has received a \$20,000 COVID-19 Response grant from Meals On Wheels America in support of the services provided to Meals On Wheels recipients through this pandemic.

I respectfully request consideration of the ordinance accepting and appropriating these grant funds.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3125-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING ADDITIONAL NUTRITION, TRANSPORTATION AND SUPPORT SERVICES GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES PASSED THROUGH THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES FOR KENAI SENIOR CENTER EXPENDITURES IN SUPPORT COVID-19 PANDEMIC RESPONSE.

WHEREAS, the City of Kenai receives funding for the Senior Center through the State of Alaska Title III Nutrition, Transportation and Services Grant; and,

WHEREAS, the State of Alaska received additional COVID-19 Pandemic funding for the provision of meals, food boxes and other forms of nutrition for Alaskan seniors; and,

WHEREAS, the Senior Center has been providing additional home meals through the COVID-19 Pandemic; and,

WHEREAS, the Senior Center applied for a supplemental grant through the State of Alaska and has been awarded a grant in the amount of \$18,375; and,

WHEREAS, acceptance of this grant is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to accept a grant in the amount of \$18,375 from the United States Department of Health and Human Services passed through the State of Alaska Department of Health and Social Services for Kenai Senior Center expenditures in support of its response to the COVID-19 Pandemic.

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

Senior Citizen Fund:

Increase Estimated Revenues –	
Federal Grants	<u>\$18,375</u>
Increase Appropriations –	
Home Meals – Operating & Repair Supplies	\$13,781
Congregate Meals – Operating & Repair Supplies	<u>4,594</u>
	<u>\$18,375</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 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: May 6, 2020
Enacted: May 20, 2020
Effective: May 20, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Kathy Romain, Senior Center Director
DATE: April 27, 2020
SUBJECT: **Ordinance No. 3125-2020**

The Kenai Senior Center has received a supplemental funding appropriation through the State of Alaska Title III - Nutrition, Transportation and Services in the amount of \$18,374.00. These funds are a pass-through grant from the United States Department of Health and Human Services in support of the COVID-19 Pandemic.

I respectfully request consideration of the Ordinance accepting and appropriating these grant funds.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3130-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, DECREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE COVID-19 CARES ACT RECOVERY FUND AND ACCEPTING FEDERAL CARES ACT FUNDING PASSED THROUGH THE STATE OF ALASKA FOR EXPENDITURES IN RESPONSE TO THE COVID-19 PANDEMIC, WAIVING THE \$5,000 LIMITATION IN KMC 7.25.020 (A) ON THESE FUNDS TO ALLOW THE CITY MANAGER TO ALLOCATE THE FUNDS TO THE PROPER ACCOUNT AS NEEDS ARISE AND DECLARING AN EMERGENCY.

WHEREAS, the World Health Organization declared COVID-19 as a pandemic on March 11, 2020; and,

WHEREAS, the first coronavirus patient in Alaska was diagnosed in Anchorage on March 12, 2020, and other positive diagnoses have since occurred on the Kenai Peninsula; and,

WHEREAS, Governor Mike Dunleavy issued a Declaration of Public Health Disaster Emergency on March 11, 2020, and the President of the United States issued a Proclamation Declaring a National Emergency on March 13, 2020; and,

WHEREAS, on March 18, 2020, the City Manager declared a local disaster emergency that was extended the same day by the City Council; and,

WHEREAS, on March 24, 2020, the City Council enacted Ordinance 3115-2020 granting the City Manager City certain emergency powers; and,

WHEREAS, on April 9, 2020 President Donald J. Trump approved a Disaster Declaration for the State of Alaska; and,

WHEREAS, Ordinance 3126-2020 appropriated \$50,000 in Federal CARES Act Funding in the City's General Fund; and,

WHEREAS, the administration has determined the use of a separate fund to account for all expenditures in response and recovery from the COVID-19 Pandemic Emergency is most efficient; and,

WHEREAS, deleting the appropriation made by Ordinance 3126-2020 and appropriating the entire amount to be provided to the City by the State of Alaska into a single fund for tracking and reporting purposes is in the best interest of the City; and,

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

WHEREAS, state law and City Charter allow for emergency ordinances when necessary to preserve public, peace health and safety; and,

WHEREAS, Kenai Municipal Code 7.25.020 – City Budget Control, limits the City Manager’s authority to allocate funds in amounts \$5,000 or greater; and,

WHEREAS, as federal CARES Act funds become available and are expended, the City Manager needs authority to allocate budget amounts within and between departments as expenditures related to the COVID-19 Pandemic arise in a time sensitive manner.

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

Section 1. Classification: that this Ordinance is not of a general and permanent nature and shall not be codified.

Section 2. Declaration of Emergency: That the COVID-19 pandemic has created an emergency recognized on the federal, state and local level and that this Ordinance is necessary to immediately preserve public peace, health and safety.

Section 3. That the City Manager is authorized to accept a grant in the amount of \$7,684,022 from the Federal Government passed through the State of Alaska for expenditures in response to and recovery from the COVID-19 Pandemic Emergency.

Section 4. That the City Manager is authorized to execute grant agreements to accept these funds.

Section 5. That the estimated revenues and appropriations be decreased as follows:

General Fund:

Decrease Estimated Revenues – Federal Grants	<u>\$50,000</u>
Decrease Appropriations – Non-Departmental – General Contingency	<u>\$50,000</u>

Section 6. That the estimated revenues and appropriations be increased as follows:

COVID-19 Cares Act Recovery Fund:

Increase Estimated Revenues – Federal Grants	<u>\$7,700,832</u>
Increase Appropriations – First Responder & Incident Management Team Payroll - General Contingency	\$2,500,000
Business and Not-for-Profit Entity Recovery Grants - General Contingency	3,000,000

CARES Act Administration & Non-Payroll Expenditures - General Contingency	300,000
Individual Assistance Grants - General Contingency	900,832
City Resiliency and Recovery General Contingency	<u>1,000,000</u>
	<u>\$7,700,832</u>

Section 7. That the limitation of transferring less than \$5,000 within each department in KMC 7.25.020 is waived to allow the City Manager to allocate funds to the correct accounts as expenditures arise. Further, the limitation in KMC 7.25.020 to move less than \$5,000 between departments is increased to \$20,000 with transfers of more than \$20,000 requiring a resolution by the City Council.

Section 8. 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 9. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: May 20, 2020
Enacted: May 20, 2020
Effective: May 20, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: May 15, 2020
SUBJECT: Ordinance No. 3130-2020, CARES Act Recovery Funding

The City of Kenai expects to receive \$7,700,832 from the Federal Government passed through the State of Alaska for expenditures in response to and recovery from the COVID-19 Pandemic Emergency. Pursuant to the Revised Program Legislative (RPL) requirements, communities receiving these payments will be required to certify compliance with federal guidance regarding expenditures of CARES Act funds and that communities will be required to reimburse the State for any misspent funds. Payments will be spread between FY2020 and FY2021. The first payment the City will receive will be in FY2020 in the amount of \$4,140,355. Because of ongoing litigation concerning the legality of using the RPL process to appropriate these funds, it is unknown when these funds will be distributed, although payment before the end of May is likely. The City is scheduled to receive our second payment in the amount of \$1,780,238 on July 1, 2020 and a third payment in the amount of \$1,780,238 is scheduled for disbursement on October 1, 2020. The RPL's also state that the two FY2021 payments will only be made when 80% of the prior payment has been expended. This requires a careful balance of expedient, yet responsible and transparent utilization of the funding.

Administration has evaluated an approach to distributing the economic recovery funds according to an allocation model to determine how to best support the long-term recovery of our local economy. This approach includes an allocative model for expenditure of these funds which is designed to identify broad categories, both governmental and private, where expenditures are necessary due to impacts associated with the COVID-19 crisis.

This ordinance creates a special revenue fund; COVID-19 Cares Act Recovery Fund, with five departments described as follows:

\$2,500,000 – First Responder and Incident Management Team Payroll. This allocation includes a reimbursement of City payroll expenses for Fire Department, Police Department, Public Safety Dispatch and Incident Management Team.

\$3,000,000 – Business and Not-for Profit Entity Recovery Grants. This allocation includes grant awards to qualifying City of Kenai businesses or non-profits impacted by COVID-19 to offset

impacts or to provide mitigation. The City will administer a grant program to determine eligibility restrictions and requirements that may apply. Once fully developed, the grant program guidelines will be brought to Council in the form of a resolution for consideration.

\$300,000 – CARES Act Administration & Non-Payroll Expenditures. This allocation includes reimbursement of City expenses related to COVID-19, which have been documented. These expenses include City purchases to ensure the health and safety of City employees and residents due to the disaster. All expenditures from this department will follow all City code requirements.

\$900,832 – Individual Assistance Grants. This allocation includes grant awards to qualifying City of Kenai households impacted by COVID-19 to offset impacts. The City will administer a grant program to determine eligibility restrictions and requirements that may apply. Once fully developed, the grant program guidelines will be brought to Council in the form of a resolution for consideration.

\$1,000,000 City Resiliency and Recovery. This allocation will include City of Kenai capital projects or expenses intended to mitigate the impacts of COVID-19. All expenditures from this department will follow all City code requirements.

To achieve the efficiency needed to utilize these funds in the timeframe allowed under the CARES Act, this ordinance waives and / or modifies certain provisions of KMC 7.25.020. KMC 7.25.020, the limitation of transferring less than \$5,000 within each department is waived to allow the City Manager to allocate funds to the correct accounts as expenditures arise. Further, the limitation in KMC 7.25.020 to move less than \$5,000 between departments is increased to \$20,000 with transfers of more than \$20,000 requiring a resolution by the City Council.

As federal CARES Act funds become available and are expended in accordance with Federal and State guidelines, the City Manager needs the authority to allocate budgeted amounts as expenditures related to the COVID-19 Pandemic that arise in a time sensitive manner. The above allocative framework provides Administration guidance in expending funds to best serve the citizens of Kenai with responsible management.

Your consideration is appreciated.





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA FIXING THE RATE OF LEVY OF PROPERTY TAX FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021.

WHEREAS, Kenai Municipal Code 7.25.010- Adoption Procedure, requires that the rate of levy of property tax be set annually not later than the tenth day of June; and,

WHEREAS, the Council has adopted the "City of Kenai 2021 Annual Budget," which estimates property tax revenue based upon a tax rate of 4.35 mills.

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

Section 1. That the rate of levy of property tax for the fiscal year commencing July 1, 2020 and ending June 30, 2021 be fixed at 4.35 mills.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, City Clerk

Approved by Finance: _____



Sponsored by: Administration

CITY OF KENAI**RESOLUTION NO. 2020-26**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AMENDING ITS COMPREHENSIVE SCHEDULE OF RATES, CHARGES, AND FEES TO INCORPORATE CHANGES INCLUDED IN THE FY2021 BUDGET TO INCLUDE ADJUSTING THE KENAI MUNICIPAL AIRPORT APRON RENTAL RATES, AIRPORT RESERVE LAND ANNUAL LEASE RATES, AND ADJUSTING THE MONTHLY RENTAL RATES AT VINTAGE POINTE.

WHEREAS, the Administration has determined the rental rates for non-signatory apron space on the Kenai Airport are significantly undervalued considering land values, construction cost of improvements, and maintenance costs; and,

WHEREAS, undervalued rental rates for apron space is a significant deterrent to development of airport lease lots; and,

WHEREAS, the proposed increase is part of the administration's six-year plan to increase non-signatory airline apron rental rates to market value with FY21 being the sixth and final year of this plan; and,

WHEREAS, future increase will be evaluated annually and will likely be proposed to increase commensurate with the Consumer Price Index for Anchorage (CPI), as defined in Kenai Municipal Code 21.10.015; and,

WHEREAS, the proposed increase to Airport Reserve Land Annual Lease Rates is commensurate with the 2019 annual change in Consumer Price Index for Anchorage and is a required rate change under Kenai Municipal Code 21.10.090(b); and;

WHEREAS, a rental rate study for Vintage Pointe was completed showing that unit rents were below market value by an average \$63.48 per month with the lowest monthly difference being \$39.17 per month and the highest difference being \$94.61 per month; and,

WHEREAS, below market monthly rental rates at Vintage Pointe are budgeted to increase in FY2021 in an effort to bring the rental rates closer to market rate rents as determined by the 2020 market rent study by Reliant, LLC; and,

WHEREAS, all units will increase by \$35.00 a month in FY2021 and future rental increases will equal the amount needed to achieve the market rental rate, based on the 2020 market rent study and increase annually by Anchorage's annual CPI, not to exceed a maximum of \$35.00 per month until the market rental rate is achieved; and,

WHEREAS, charging market rates will assist in providing adequate funds for ongoing and long-term maintenance of the facility.

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

Section 1. The Airport Fees section of the City’s Comprehensive Schedule of Rates, Charges and Fees be amended as follows:

AIRPORT FEES

21.05.085	Fuel Flowage Fee per gallon	\$0.02
APX -	Aircraft Parking Fees	
Airport		
Regulations		
6.05.070 (c)	-transient, under 4,000 lbs. 0 - 4 hrs.	FREE
6.05.070 (c)	-transient, under 4,000 lbs. over 4 hrs.	\$5.00
6.05.070 (c)	-transient, 4,001 - 12,500 lbs. per day	\$50.00
6.05.070 (c)	-transient, 12,501 - 100,000 lbs. per day	\$100.00
6.05.070 (c)	-transient, 100,001 lbs. per day	\$250.00
Landing Fees		
14.05.010 (a)(2)	Signatory per thousand pounds	\$1.70
14.05.010 (b)(2)	Non-signatory per thousand pounds	\$2.21
	exempt -- float planes, test landings due to mechanical or weather, government aircraft	
Tie-down Fees, General Aviation		
Paved Areas		
	-wheels, per month	\$40.00
	-wheels, w/electric per month	\$60.00
Gravel Area		
	-wheels/skis, per month	\$40.00
Float Plane Basin, Private		
	-daily	\$5.00
	-monthly	\$40.00
	-season -- May to October	\$250.00
Float Plane Basin, Commercial		
	-daily	\$10.00
	-monthly	\$50.00
	-season -- May to October	\$300.00
	-monthly w/electric	\$75.00
Terminal Building Rent -- Exclusive Space		
	-signatory - per square foot per year	\$33.85

-signatory -- arrival hallway, departure hallway, passenger hold room & baggage claim area (per square foot per year)	\$33.85
Terminal Building Rent -- Joint Use Space	
-signatory -- baggage make up area (per square foot per year)	\$20.51
-signatory -- baggage break down area (per square foot per year)	\$20.51
-non-signatory terminal rates 30% higher	
Vehicle Parking Fees at Terminal	
-short term 0 - 2 hours	FREE
-24 hours	\$7.00
-annual permit	\$700.00
-annual parking permit w/electric	\$1,000.00
Vehicle Parking Fees Greater Than 1/4 Mile From Terminal Building (at GA Lot)	
-calendar day	\$3.00
-annual permit	\$420.00
Business Activity & Airport Access Permit	
-mechanic access (per each)	\$50.00
-fueling access (annual)	\$100.00
-dispensing fee (per gallon)	\$0.02
-water extraction access (annual)	\$100.00
-non-tenant use of basin parking apron	\$75.00
-float plane parking apron (annual)	\$25.00
-Deposit/replacement proximity card fee (each)	\$100.00
-Catering/mobile food service	\$50.00
Commercial Turn Fees	
-turn fee (narrow body - (1 aisle)	\$200.00
-turn fee (regional 50 - 99 seats)	\$150.00
-turn fee (commuter - fewer than 50 seats)	\$100.00
Helicopter Landing Fees	
-Per Landing	\$25.00
Other Fees	
-Taxi cab (per vehicle per pickup)	\$1.00
-Terminal building key replacement (per key)	\$10.00
-Non-signatory airline airport apron rental rate per square foot	[<u>\$1.04</u>] <u>\$1.21</u>
-Signatory, airline, terminal apron parking and GSE storage space rent per square foot	\$0.52

21.10.090 (a)	Airport Reserve Land Annual Lease Rates			
	Legal Description of Property	KPB Parcel ID No.		[FY20] FY21 Annual Rent
	Lot 2, Block 2, FBO Subdivision NW 1/4 NW 1/4 Sec, 33 lying W of Marathon Rd. excluding Baron Park 2007 Replat	04336004 04501056	[\$6,437.92]	<u>\$6,528.08</u> Subject to Appraisal
	Lot 8, Block 2, Cook Inlet Industrial Air Park	04322008	[\$15,368.88]	<u>\$15,584.08</u>
	Lot 3, Block 5, Cook Inlet Industrial Air Park	04322020	[\$5,840.16]	<u>\$5,921.92</u>
	Lot 4, Block 5, Cook Inlet Industrial Air Park	04322021	[\$5,884.16]	<u>\$5,966.56</u>
	[Tract A, General Aviation Apron No.3	04324025		Subject to Appraisal]
	Lot 9A, Block 5, General Aviation Apron No. 6	04324026	[\$13,661.68]	<u>\$13,852.96</u>
	Lot 1, Block 2, FBO Subdivision	04336003	[\$6,701.68]	<u>\$6,795.52</u>
	[Lot 6, Block 1, FBO Subdivision	04336016	\$6,557.44	
	Lot 5, Block 1, FBO Subdivision	04336017	\$6,557.44]	
	Lot 1, FBO Subdivision No. 7	04336034	[\$12,546.00]	<u>\$12,721.68</u>
	Lot 3, FBO Subdivision No. 7	04336036	[\$17,773.52]	<u>\$18,022.32</u>
	Lot 5, FBO Subdivision No. 9	04336043		Subject to Appraisal
	Tract A1, Baron Park 2007 Replat	04501031	[\$35,858.80]	<u>\$36,360.80</u>
	Tract C-1, Gusty Subd. No. 8	04327034	[\$3,479,44]	<u>\$3,528.16</u>
	Portion of W1/2 of Sec. 28 & SE1/4, Sec. 29, T6N, R11W	04101021		Subject to Appraisal
	Portion of SW1/4, Sec. 29, T6N, R11W Excluding Airport Float Basin Replat	04101022		Subject to Appraisal
	Portion of Tract A, Kenai Airport Float Plane Basin Replat	04318043		Subject to Appraisal
	Portion Sec. 32, T6N, R11W Excluding Subs. & Leased Areas & Float Plane Basin	04318044		Subject to Appraisal
	Tract A, FBO Subdivision	04336001		Subject to Appraisal

Section 2. The Vintage Pointe Rents section of the City’s Comprehensive Schedule of Rates, Charges and Fees be amended as follows:

VINTAGE POINTE RENTS

FOR UNITS WITH RENTAL AGREEMENTS GRANDFATHERED PER THE CITY’S POLICY BEFORE JUNE 30, 20[18]20:

<u>1-A apartment=586 sq. ft. Ocean Side (8)</u>		<u>\$943.61</u>
<u>1-A apartment=586 sq. ft. Street Side (5)</u>		<u>\$891.09</u>
<u>1-B apartment=636 sq. ft. Street Side (6)</u>		<u>\$906.83</u>
<u>1-B apartment=637 sq. ft. Ocean Side (4)</u>		<u>\$958.80</u>
<u>1-C apartment=682 sq. ft. Ocean Side (4)</u>		<u>\$958.80</u>
<u>1-C apartment=682 sq. ft. Street Side (4)</u>		<u>\$906.83</u>
2-A apartment=826 sq. ft. Ocean Side (3)	[\$1,035.20]	<u>\$1,070.20</u>
2-A apartment=826 sq. ft. Street Side (1)		<u>\$1,019.41</u>
2-B apartment=876 sq. ft. Ocean Side (2)		<u>\$1,074.97</u>
2-B apartment=876 sq. ft. Street Side (2)		<u>\$1,019.41</u>
2-C apartment=789 sq. ft. Ocean Side (1)		<u>\$1,059.81</u>
Monthly Automatic ACH Payment Fee		\$0.00

Note: All Vintage Pointe Rents are subject to a 2% discount for payment by means other than credit card.

FOR UNITS WITH MARKET RATE RENTAL AGREEMENTS:

1-A apartment=586 sq. ft. Ocean Side (8)	[\$908.61]	<u>\$958.00</u>
1-A apartment=586 sq. ft. Street Side (5)	[\$856.09]	<u>\$911.00</u>
1-B apartment=636 sq. ft. Street Side (6)	[\$871.83]	<u>\$930.00</u>
1-B apartment=637 sq. ft. Ocean Side (4)	[\$924.35]	<u>\$978.00</u>
1-C apartment=682 sq. ft. Ocean Side (4)	[\$924.35]	<u>\$995.00</u>
1-C apartment=682 sq. ft. Street Side (4)	[\$871.83]	<u>\$947.00</u>
2-A apartment=826 sq. ft. Ocean Side (3)	[\$1,045.17]	<u>\$1,121.00</u>
2-A apartment=826 sq. ft. Street Side (1)	[\$987.39]	<u>\$1,066.00</u>
2-B apartment=876 sq. ft. Ocean Side (2)	[\$1,045.17]	<u>\$1,137.00</u>
2-B apartment=876 sq. ft. Street Side (2)	[\$987.39]	<u>\$1,082.00</u>
2-C apartment=789 sq. ft. Ocean Side (1)	[\$1,029.40]	<u>\$1,108.00</u>
Monthly Automatic ACH Payment Fee		\$0.00

Note: All Vintage Pointe Rents are subject to a 2% discount for payment by means other than credit card.

Section 3. That this Resolution takes effect July 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Mary Bondurant, Airport Manager

DATE: May 8, 2020

SUBJECT: Resolution No. 2020-26 FY21 Increase to Apron Rental Rates

On May 18, 2016, Council approved a six-year plan to increase aircraft apron parking rates to market value.

Effective July 1, 2020, the apron rental rate per square foot will be increased from \$1.041 to \$1.210. This will be the sixth rate increase to the six-year table.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: May 14, 2020
SUBJECT: Resolution No. 2020-26 FYI 21 – Lease Rates

Resolution 2020-26 will adjust lease rates for parcels within the Airport Reserve published in the City's fee schedule. Kenai Municipal Code 21.10.090(b) states that lease rates within the Airport Reserve shall be, "adjusted annually based on the rate of inflation determined by the consumer price index." The consumer price index (CPI) is defined in Kenai Municipal Code 21.10.015 as follows: "'Consumer price index (CPI)' means the CPI for all urban consumers (CPI-U) for Anchorage, Alaska." The new proposed lease rates reflect this annual change in rent based upon CPI, which is an approximate increase of 1.39% for FY21.

Three parcels were deleted from the proposed FY21 fee schedule. Parcel 04324025 was deleted due to a pending lease. Parcels 04336016 and 04336017 were combined to become parcel 04336049, which also had a pending lease. The fee schedule only lists the lease rates for vacant parcels within the Airport Reserve available to lease.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Kathy Romain, Senior Center Director
DATE: May 12, 2020
SUBJECT: **FY21 Vintage Pointe Rental Rates**

Vintage Pointe Manor was built with the intention of being an independent senior housing facility with rents to be based upon market rates. Earlier this year, the City commissioned a market rate study that was performed by Reliant, LLC., which determined rents were below market rate. The City instituted a plan to increase rents to market rates by increasing rents annually by a maximum of \$35.00 until market rate was reached and then annually by the change in the Anchorage Consumer Price Index. Any future rental agreements will be at market rate. This plan has worked well after the previous market study.

Thank you for your consideration.



Sponsored by: Council Members Peterkin and Pettey

CITY OF KENAI

RESOLUTION NO. 2020-27

A RESOLUTION OF THE CITY OF KENAI, ALASKA, ENCOURAGING THE GOVERNOR TO MODIFY COVID-19 HEALTH MANDATE 010: INTERNATIONAL AND INTERSTATE TRAVEL-ORDER FOR SELF QUARANTINE, BY ALLOWING INTERSTATE TRAVEL AND IMPLEMENTING ALTERNATIVE SAFETY MEASURES TO SUPPORT ALASKAN BUSINESSES THAT RELY ON SEASONAL TOURISM WHILE RECOGNIZING THE SUCCESSFUL EFFORTS OF THE STATE LEADERSHIP AND ALASKAN RESIDENTS TO SLOW THE SPREAD OF COVID-19.

WHEREAS, the COVID-19 virus originated in Hubei province in China, with the first confirmed case occurring on November 17, 2019; and,

WHEREAS, on January 21, 2020, the United States of America had its first confirmed case of COVID-19; and,

WHEREAS, on January 30, 2020 the World Health Organization declared a public health emergency of international concern due the COVID-19 virus; and,

WHEREAS, on March 13, 2020, with 2,700 confirmed cases of COVID-19 in the United States, President Donald Trump declared a U.S. national emergency and,

WHEREAS, on March 2, 2020, the State of Alaska had its first confirmed case of COVID -19; and,

WHEREAS, in response to the confirmed presence of COVID-19 in the State of Alaska and to prevent or slow the spread of the virus, Governor Mike Dunleavy issued his first public health mandate on March 13, 2020; and,

WHEREAS, Governor Dunleavy issued 17 additional health mandates to date, all in an effort to “flatten the curve” and reduce the number of confirmed COVID-19 cases to a level that would not overwhelm the health care infrastructure of the State; and

WHEREAS, because of the early and aggressive action by the Governor and the cooperation of Alaskan residents, Alaskans have flattened the curve; and,

WHEREAS, as of May 12, 2020 there were only 35 active cases in the State representing one active case for every 20,700 Alaskan residents; and,

WHEREAS, for the last 29 days new reported daily cases have been in the single digits and for the last 10 days below 5; and

WHEREAS, 9,404 Alaskans filed for unemployment benefits during the week ended May 2, 2020, adding to the 52,022 Alaskans currently receiving unemployment benefits; and

WHEREAS, the continued closure of businesses is impacting all Alaskans, resulting in a significant loss of jobs, business failures, and the loss of important sales tax revenues to municipalities jeopardizing essential services; and,

WHEREAS, as other health mandates are being repealed or superseded and as the state reopens for business, it is critical for businesses that depend on tourism that restrictions on interstate travel requiring a 14 day quarantine be lifted and alternative safety measures implemented to allow for businesses from fishing guide services to restaurants to have a chance to operate successfully this coming summer; and,

WHEREAS, reduction of interstate travel limitations can be paired with continued implementation of other health mandates as necessary to continue protecting public health and safety.

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

Section 1. That the City Council respectfully encourages the Governor to modify COVID-19 Health Mandate 010: International and Interstate Travel – Order for Self Quarantine, by allowing interstate travel, and implement alternative safety measures to allow for a meaningful opportunity for tourism to restart in our State and businesses to succeed.

Section 2. That a copy of this resolution be provided to Governor Mike Dunleavy and Kenai Peninsula Legislators Senator Peter Micciche, Senator Gary Stevens, Representative Gary Knopp, Representative Ben Carpenter, and Representative Sarah Vance.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING CONTRACTS FOR EMPLOYEE HEALTH CARE AND OTHER BENEFITS EFFECTIVE JULY 1, 2020.

WHEREAS, as part of a comprehensive employee benefit package and pursuant to KMC 23.40.120 the City provides group medical, dental, vision, life, and supplemental life insurance to its employees; and,

WHEREAS, the City's current provider for group medical, dental and vision is PREMERA Blue Cross Blue Shield of Alaska, and UNUM for both life and supplemental life insurance; and,

WHEREAS, PREMERA Blue Cross Blue Shield of Alaska has provided a renewal quote plus a one-month premium holiday for continuing group medical, dental and vision coverage at a average premium increase of 9.65%; and,

WHEREAS, VSP's network of vision providers in the greater Kenai/Soldotna area have not been satisfactory to our employee users; and,

WHEREAS, the City can instead provide our employees with a Health Care Reimbursement Arrangement (HRA) benefit for vision, which, when paired with our existing Premera vision benefit, offers our employees greater provider choice at equal or less cost to the City; and,

WHEREAS, Unum has provided a no change quote with \$0.18 in rate per \$1,000 of insurance; and,

WHEREAS, providing quality major medical, dental, vision, life, and supplemental life insurance is a component of a comprehensive compensation package which allows the City to recruit and retain quality employees to provide the services of the City for its residents.

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

Section 1. That the City Council authorizes the City Manager to execute a contract with PREMERA Blue Cross Blue Shield of Alaska to provide group medical insurance, group dental insurance and group vision insurance to the employees of the City of Kenai effective July 1, 2020 for an estimated annual premium of \$2,656,731.

Section 2. That the City Council authorizes the City Manager to execute a contract with Unum to provide life and supplemental life insurance to the employees of the City of Kenai effective July 1, 2020 for an estimated annual premium of \$20,516.

Section 3. That the City Council authorizes funding of an employee only HRA at \$1,800 including \$1,650 for group medical deductible and prescription copay and \$150 for vision related expenses.

Section 4. That the City Council authorizes funding of an employee with dependent(s) HRA at \$3,600 including \$3,300 for group medical deductible and prescription copay and \$300 for vision related expenses.

Section 5. That this resolution takes effect July 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance:





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Stormy Brown, Human Resources
Terry Eubank, Finance Director

DATE: May 12, 2020

SUBJECT: **Resolution 2020-28 - Employee Health Insurance Renewal**

Resolution 2020-28 will authorize renewal of the City's employee health care plan and additional coverage types with PREMERA Blue Cross Blue Shield of Alaska and other providers as summarized here. KMC 23.40.120 requires the City to provide medical, dental and vision coverage for its employees.

As negotiations with these health care providers are now complete, the following summaries and updates are provided in support of the negotiated FY2021 City of Kenai employee benefits offerings.

The Administration is recommending the following:

1. Renewal with PREMERA Blue Cross Blue Shield of Alaska for employee **group medical** insurance. Renewal premiums are an average of 9.65% higher than FY2020 rates. The FY2021 rates again consider a one-month premium holiday. Absent the FY2021 rate holiday the year-over-year rate increase would have been 19.61%. It is unlikely that future premium holidays will be offered, making a year-over-year increase similar to 19.61% probable in future year renewals. There are no changes being made to the plan design; updates implemented in FY2020 will continue in FY2021.
2. Renewal with PREMERA Blue Cross Blue Shield of Alaska for employee **group dental** insurance. Renewal premiums, net of a one-month premium holiday being provided for the first time on group dental, are the same as FY2020 rates, and, following a period of reviewing current coverage against the market, have resulted in an improved benefit offering for covered employees:
 - a. Preventive services, previously covered at 80%, will be covered at 100% in FY2021.
 - b. The maximum benefit for covered employees and covered family members will be increased from \$1,500 to \$2,000 annually.
 - c. Endodontic and periodontic services will be covered at the Basic level (80%) in FY2021, an improvement from coverage at the Major level (50%) in FY2020.

3. Renewal with PREMERA Blue Cross Blue Shield of Alaska to again provide **group vision** insurance in FY2021. Although VSP, as our current primary vision provider had provided a no increase bid for renewal, VSP's network of vision providers in the greater Kenai/Soldotna area has not been satisfactory to our employee users, having one local provider and no provider solution regarding this issue over several years.
 - a. To provide an equal or better benefit to our employees, the administration recommends the establishment of a \$150 individual/\$300 family vision-specific HRA to provide replacement value to employees with the elimination of the vision benefit through VSP previously carried by the City. This HRA would be paired with our current PREMERA coverage for vision.
4. Renewal with UNUM for employer-provided and employee supplemental **life insurance**. UNUM provided a renewal quote with modest increases.

The result of this renewal, including the PREMERA premium holiday for medical and dental, changes to the employee census, as well as the provider updates and related changes, will result in a total FY2021 budget increase of \$365,766 or 14.07% with a projected increase in Employee Health Care Fund reserves of \$21,714 in FY21. Total billings to City departments will be \$2,636,734, an 8.23% increase; the employee cost share increase by 1% to 11% will generate employee contributions of \$349,257, resulting in a 23.71% increase.

Your support for the renewal and these changes as presented by the Administration is respectfully requested.





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020 - 29

A RESOLUTION OF THE CITY OF KENAI, ALASKA, ADOPTING THE CAPITAL IMPROVEMENT PLAN (CIP) FOR FISCAL YEARS 2021-2025.

WHEREAS, the draft Capital Improvement Plan was available for review on February 11, 2020; and,

WHEREAS, City Council held a Special Work Session on February 19, 2020 where members of the various commissions and public were able to attend and provide comments; and,

WHEREAS, the Capital Improvement Plan included with this Resolution is inclusive of the comments and minor revision requests received to date; and,

WHEREAS, the Commissions have expressed their support of the plan to Council; and,

WHEREAS, Administration is in support of and recommends adoption of the plan; and,

WHEREAS, adoption of this plan is in the best interest of the City; and,

WHEREAS, the Capital Improvement Plan is intended to be a living document that will be adjusted annually to meet the ongoing needs of the City.

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

Section 1. That the Kenai City Council authorizes the Adoption of the Capital Improvement Plan for FY2021-2025, that the City Manager is authorized to begin implementation of the plan within budgeted constraints, and that contract awards shall continue to be brought forth to Council as they arise.

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

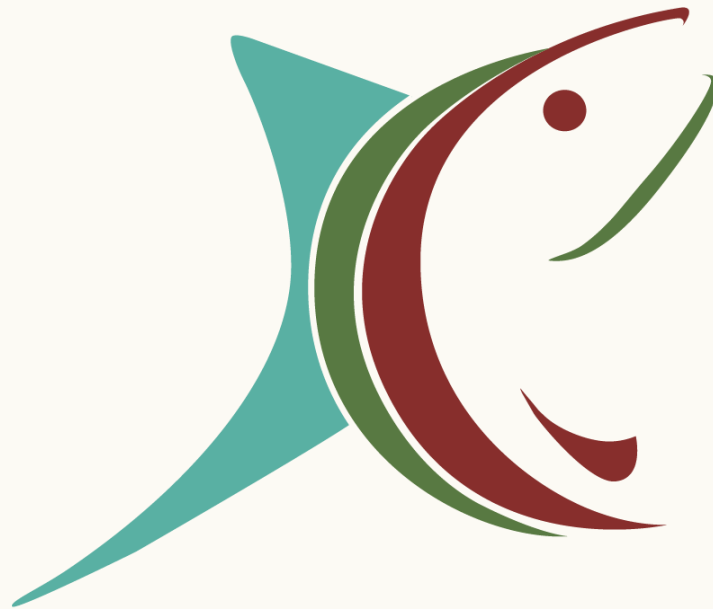
ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

CITY OF KENAI CAPITAL IMPROVEMENT PLAN



FISCAL YEAR 2021 - 2025

CITY OF KENAI
CITY HALL
210 FIDALGO AVENUE
KENAI, AK 99611

PAUL OSTRANDER
CITY MANAGER
POSTRANDER@KENAI.CITY
907.283.8222

SCOTT CURTIN
PUBLIC WORKS DIRECTOR
SCURTIN@KENAI.CITY
907.283.8236

TABLE OF CONTENTS



Page 3
INTRODUCTION



Page 4
AIRPORT FUND



Page 13
GENERAL FUND



Page 33
WATER & SEWER FUND

Page 43
SENIOR CITIZENS FUND



Page 46
CONGREGATE HOUSING FUND

Page 49
PERSONAL USE FISHERY FUND



Page 51
PROJECT MAPPING

INTRODUCTION

The City of Kenai's five year Capital Improvement Plan (CIP) is developed by the Public Works Department in coordination with City departments, Administration, Boards and Commissions, and the City Council for the purpose of long-range capital improvement planning and budgeting. A capital improvement project is typically a one-time expenditure, usually, in excess of \$35,000, that has a useful life exceeding one year or is a major project such as a comprehensive or master plan. Capital projects on existing assets are included in the CIP, provided they meet the definition of a capital project. Projects can focus on immediate needs or anticipate future needs before critical failures.

The CIP is divided into six parts based on the City Fund in which the project would be accounted for. These include the Airport Fund, General Fund, Water & Sewer Fund, and Senior Citizens Fund, Congregate Housing Enterprise Fund, and Personal Use Fishery Fund. Projects are listed in priority order for each Fund by fiscal year. A map identifying project locations is also included.


Projects that are identified in the CIP are included for planning purposes and to recognize a need. Not all projects receive the necessary funding to accomplish them in a projected year, which is why the list is updated annually. Many projects are dependent on non-City funding sources, which the City can expect to seek, but are not guaranteed. The availability of outside funds can vary with local, state and federal economies, and the City's needs can, and do, change frequently.



AIRPORT FUND



FY2021	Project No.	COST	DESCRIPTION
AIRFIELD SAND AND EQUIPMENT STORAGE BUILDING*	01	\$1,734,319	Construct an approx. 6,400 sq ft sand and storage building at the Kenai Municipal Airport
RUNWAY PROTECTION ZONE LAND ACQUISITION*	02	\$100,000	Acquisition of property within runway protection zone for obstruction removal
WHEELED LOADER REPLACEMENT*	03	\$250,000	Replacement of aging equipment with new wheeled loader
AIRPORT OPERATIONS DDC CONTROLS CONVERSION	04	\$80,000	Consolidate existing controls system
TRACTOR/MOWER REPLACEMENT	05	\$131,000	Replacement of aging equipment with new tractor/mower
		\$2,295,319	 \$341,270 AIRPORT FUND \$1,954,049 GRANT/OTHER

FY2022	Project No.	COST	DESCRIPTION
AIRFIELD PAINTING AND CRACK SEALING DESIGN*	06	\$50,000	Design airfield painting and crack sealing project to current standards
TERMINAL ROAD AND PARKING LOT IMPROVEMENTS*	07	\$1,700,000	Rehabilitate access road, parking lot expansion, and lighting at the terminal
		\$1,750,000	 \$109,375 AIRPORT FUND \$1,640,625 GRANT/OTHER

FY2023	Project No.	COST	DESCRIPTION
AIRFIELD PAINTING AND CRACK SEALING*	08	\$1,250,000	Airfield painting and crack sealing to current standards
APRON AND WILLOW STREET EXTENSION*	09	\$2,443,000	Extend apron taxiway for lease lots and road and utilities on Willow Street
		\$3,693,000	 \$1,299,625 AIRPORT FUND \$2,393,375 GRANT/OTHER

*Projects marked with an asterisk denote project is dependent on grant funding

AIRPORT FUND



FY2024	Project No.	COST	DESCRIPTION
TERMINAL ELEVATOR MAJOR MAINTENANCE	10	\$50,000	Major maintenance on existing elevator at the Airport Terminal
ARFT FACILITY ELEVATOR MAJOR MAINTENANCE	11	\$50,000	Major maintenance on existing Alaska Regional Fire Training Facility elevator
		\$100,000	>> \$100,000 AIRPORT FUND \$0 GRANT/OTHER

FY2025	Project No.	COST	DESCRIPTION
RUNWAY RECONSTRUCTION*	12	\$15,000,000	Reconstruction of Runway 2L-20R
REHABILITATE TAXIWAYS A, C, K, AND L*	13	\$3,500,000	Rehabilitate taxiways K and C to current standards
		\$18,500,000	>> \$1,156,250 AIRPORT FUND \$17,343,750 GRANT/OTHER

*Projects marked with an asterisk denote project is dependent on grant funding

AIRPORT FUND PROJECTS

AIRFIELD SAND AND EQUIPMENT STORAGE BUILDING

01

Department: Airport
 Total Project Cost: \$2,000,000
 Project Phased: No
 Project Type: Building
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Significant Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$2,000,000				

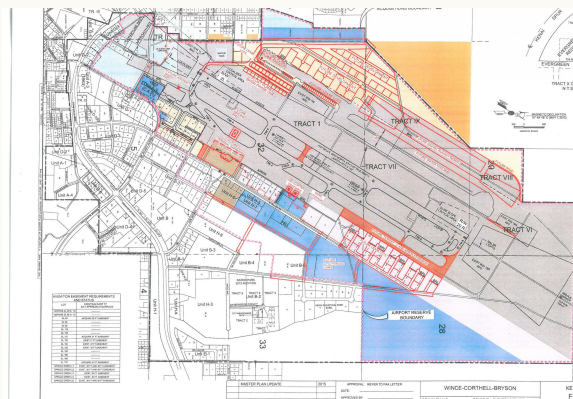
Details:

This project will construct an approximately 6,400 square-foot sand and snow removal equipment storage building to allow the Airport to screen and stockpile sand for winter usage and store sand and snow removal equipment. A sand and snow removal equipment storage building will lengthen the useful life of the equipment.

RUNWAY PROTECTION ZONE LAND ACQUISITION

02

Department: Airport
 Total Project Cost: \$100,000
 Project Phased: No
 Project Type: Land Improvement
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$100,000				

Details:

This project purchases two lots that have been identified on the south end of the apron and within the Runway Protection Zone (RPZ). Land for RPZ and obstruction control is FAA eligible, and these lots are designated as "Land for obstruction removal" on the Airport Layout Plan.

AIRPORT FUND PROJECTS

WHEELED LOADER REPLACEMENT

03

Department: Airport
 Total Project Cost: \$250,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$250,000				

Details:

This project would replace old and aging equipment with new efficient snow removal equipment, consisting of a loader with attachments.

AIRPORT OPERATIONS DDC CONTROLS CONVERSION

04

Department: Airport
 Total Project Cost: \$80,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Airport Fund
 Potential Grant Identified: None
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$80,000				

Details:

This project will consolidate the existing Airport Operations Facility controls systems into one system controlled by Meridian. This work will allow for easier future maintenance of the facility's heating, ventilation, and air conditioning (HVAC) system, making diagnosis of equipment issues much more manageable.

AIRPORT FUND PROJECTS

TRACTOR/MOWER REPLACEMENT

05

Department: Airport
 Total Project Cost: \$131,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Airport Fund
 Potential Grant Identified: None
 Operating Budget Impact: Slight Decrease



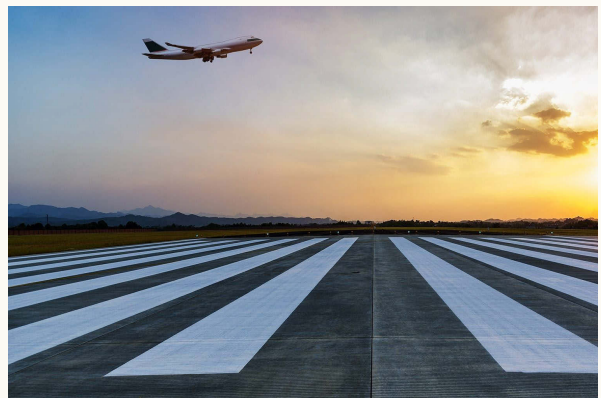
YEAR:	2021	2022	2023	2024	2025
COST:	\$131,000				

Details:
 This project would replace a 17-year-old tractor/mower with a failing transmission with a new efficient tractor/mower, consisting of a tractor with mower attachment.

AIRFIELD PAINTING AND CRACKSEALING DESIGN

06

Department: Airport
 Total Project Cost: \$50,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Minimal/No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$50,000			

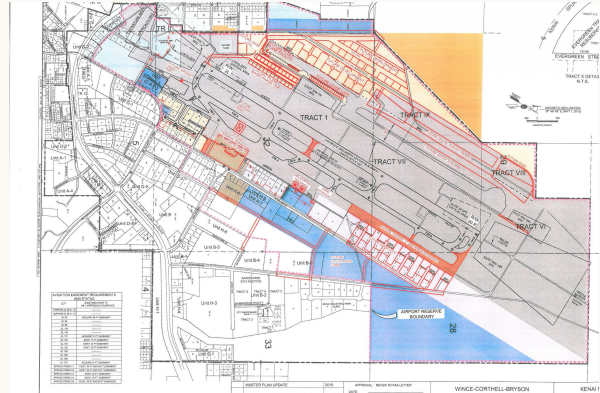
Details:
 This project consists of project design for normal airfield marking and asphalt preservation to meet the Code of Federal Regulations (CFR) 139 inspections and a pavement maintenance program, a grant assurance for a federally obligated airport to protect the life of the asphalt.

AIRPORT FUND PROJECTS

TERMINAL ROAD AND PARKING LOT IMPROVEMENTS

07

Department: Airport
 Total Project Cost: \$1,700,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:		\$1,700,000			

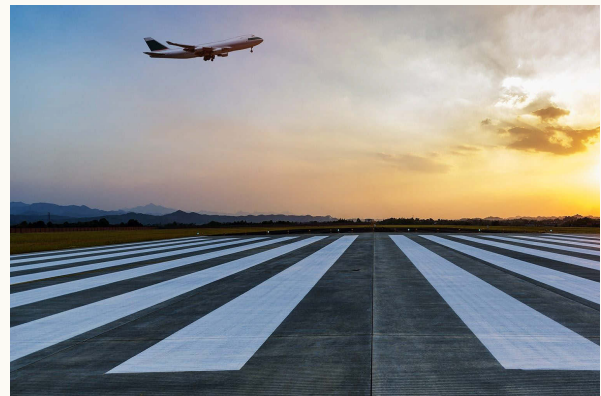
Details:

This project rehabilitates the access road, provides for parking lot expansion to the south, and installs new lighting poles at the Kenai Municipal Airport Terminal parking lot.

AIRFIELD PAINTING AND CRACKSEALING

08

Department: Airport
 Total Project Cost: \$1,250,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:			\$1,250,000		

Details:

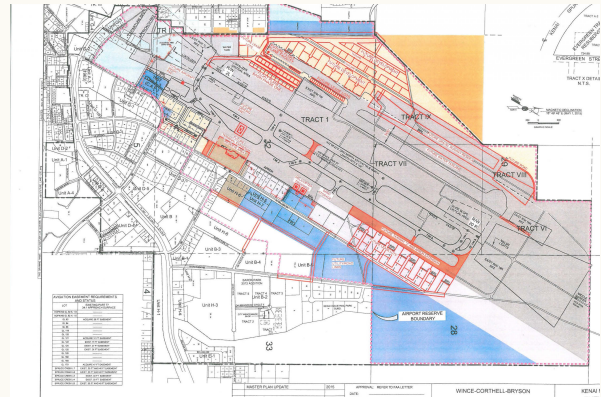
This project consists of normal airfield marking and asphalt preservation to meet the Code of Federal Regulations (CFR) 139 inspections and a pavement maintenance program, which is a grant assurance for a federally obligated airport to protect the life of the asphalt.

AIRPORT FUND PROJECTS

APRON AND WILLOW STREET EXTENSION

09

Department: Airport
 Total Project Cost: \$2,443,000
 Project Phased: No
 Project Type: Land Improvement/ Infrastructure
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:			\$2,443,000		

Details:
 This project would extend the apron taxiway 600 feet for lease lots and Willow Street Extension (road and utilities) as well as provide for lease lot development (five acres). Lease lot development is assumed to be 100% City-funded.

TERMINAL ELEVATOR MAJOR MAINTENANCE

10

Department: Airport
 Total Project Cost: \$50,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Airport Fund
 Potential Grant Identified: None
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$50,000	

Details:
 Provide major maintenance on the existing Airport Terminal Elevator. This maintenance will replace 30-plus-year-old components for safety reasons while providing minor cosmetic improvements.

AIRPORT FUND PROJECTS

ARFT ELEVATOR MAJOR MAINTENANCE

11

Department: Airport
 Total Project Cost: \$50,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Airport Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



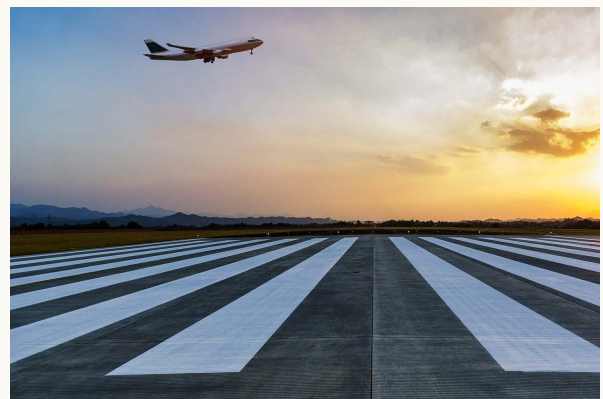
YEAR:	2021	2022	2023	2024	2025
COST:				\$50,000	

Details:
 Provide major maintenance on the existing Alaska Regional Fire Training Facility's elevator. The facility is currently primarily occupied by Beacon. The facility was constructed in 1997, and while the elevator sees relatively minimal use, this project will provide for the continued safe operation of the unit.

RUNWAY RECONSTRUCTION

12

Department: Airport
 Total Project Cost: \$15,000,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:					\$15,000,000

Details:
 This project removes and replaces existing asphalt and crushed rock base. Four inches of AP subbase will be removed, with the remaining 10 inches of subbase compacted to 100% followed by a new course C crushed base and 4 inches of asphalt laid in two lifts. This project is necessary due to excessive reflective cracking and reduced PCI values. The top lift will be grooved, and the new section will be 17-18 inches thick.

AIRPORT FUND PROJECTS

REHABILITATE TAXIWAYS A, C, K, AND L

13

Department: Airport

Total Project Cost: \$3,500,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Grant Dependent

Potential Grant Identified: Federal Aviation

Administration

Operating Budget Impact: Slight Decrease




YEAR:	2021	2022	2023	2024	2025
COST:					\$3,500,000

Details:

This project will widen shoulders and safety areas between taxiways K and C to current standards, upgrade lighting and signage to watertight standards, in-pavement lights for D and E, and reconstruct Taxiway A asphalt. The project will reduce crack sealing maintenance costs and bring the oldest pavement on the Airport up to the recommended Pavement Condition Index.

GENERAL FUND

FY2021	Project No.	COST	DESCRIPTION
KENAI BLUFF STABILIZATION*	01	\$1,000,000	Stabilize a one-mile area on the northern bank of the Kenai River
MULTI-PURPOSE FACILITY EXHAUST FAN	02	\$75,000	Install large exhaust fan ventilation system
MULTI-PURPOSE FACILITY RUST REMEDIATION	03	\$80,000	Install rust reformer spray on structural steel elements
		\$1,155,000	 \$155,000 GENERAL FUND \$1,000,000 GRANT/OTHER

FY2022	Project No.	COST	DESCRIPTION
KENAI BLUFF STABILIZATION*	01	\$17,500,000	Stabilize a one-mile area on the northern bank of the Kenai River
WILDWOOD DRIVE*	04	\$290,000	Reconstruct 2,318 foot of roadway
FIRST STREET REPAIRS	05	\$60,000	Remove and replace damaged roadway
DISPATCH RADIO REPLACEMENT*	06	\$250,000	Replace outdated dispatch radios and recording equipment
LIBRARY DDC CONTROLS	07	\$58,000	Improvements to Library HVAC controls
VISITOR CENTER DDC CONTROLS	08	\$62,000	Maintenance and recommission of mechanical systems & direct digital controls
INLET WOODS STORM WATER IMPROVEMENTS	09	\$120,000	Drainage improvements to prevent street flooding
REC CENTER WATER HEATER REPLACEMENT	10	\$60,000	Remove and replace existing water heaters
BRIDGE ACCESS PEDESTRIAN TRAIL*	11	\$2,398,229	Construct 10-foot wide, 1.3 mile paved and separated pathway on Bridge Access Road
CITY OF KENAI TENT/VEHICLE CAMPGROUND*	12	\$446,210	Design and construct a campground with 20-30 accessible spots
PHASE I: RFID TAGGING OF LIBRARY COLLECTION*	13	\$132,000	Provide RFID technology to tag items in the Library collection
NETWORK ACCESS CONTROL*	14	\$60,000	Provide physical access control for City-owned network infrastructure
IT MASTER PLANNING	15	\$35,000	Analyze City's need for updating existing or new computer and network infrastructure
CITY HALL AIR HANDLER REPLACEMENT	16	\$210,000	Replace existing roof top unit air handler
VISITOR CENTER ROOF REPLACEMENT	17	\$120,000	Complete replacement of asphalt shingle roofing with new
		\$21,801,439	 \$1,086,560 GENERAL FUND \$20,714,879 GRANT/OTHER

*Projects marked with an asterisk denote project is dependent on grant funding

GENERAL FUND

FY2023	Project No.	COST	DESCRIPTION
KENAI BLUFF STABILIZATION*	01	\$17,500,000	Stabilize a one-mile area on the northern bank of the Kenai River
WILLOW STREET REPAIRS	18	\$420,000	Milling and resurfacing of roadway from Main Street to Airport Way
REC CENTER RTU HVAC REPLACEMENTS	19	\$280,000	Replace Rooftop Unit, including air handlers, control valves, and thermostats
POLICE MOBILE RADIO REPLACEMENT*	20	\$100,000	Replace all police vehicle mounted mobile radios
OUTDOOR EVENT PARK DESIGN AND FEASIBILITY	21	\$35,000	Provide engineered drawings to construct an event park
PHASE II: RFID TAGGING OF LIBRARY COLLECTION*	22	\$35,000	Install self-sorting machines and security gates
KENAI NORDIC TRAIL LIGHTING - DESIGN & CONSTRUCTION*	23	\$200,000	Design and construct lighted Nordic trail system at the Kenai Golf Course
MUNICIPAL PARK TRAIL BOARDWALK	24	\$85,000	Construct engineered elevated boardwalk adjacent to Kenai Little League ballfields
PHASE II: KENAI CEMETERY EXPANSION	25	\$260,000	Construct large pavilion, lighted flag poles, storage building, and columbarium
MULTI-FACTOR AUTHENTICATION (MFA)	26	\$50,000	Purchase and install software and hardware to implement multi-factor authentication
		\$18,965,000	 \$1,130,000 GENERAL FUND \$17,835,000 GRANT/OTHER
FY2024	Project No.	COST	DESCRIPTION
LILAC STREET REPAIRS	27	\$393,000	Replace failed concrete curb, re-stabilize sub-base, and provide new asphalt surface
CITY HALL ELEVATOR MAJOR MAINTENANCE	28	\$50,000	Replace 30+ year-old components
REC CENTER ROOF REPLACEMENT	29	\$756,000	Replace existing built-up roof with new membrane roof system
FUTURE ROAD REPAIRS	30	\$250,000	Major repairs to correct settlement and failing asphalt areas
FUTURE STORM WATER IMPROVEMENTS	31	\$80,000	Major repairs to storm water conveyance system including culverts and catch basins
SOFTBALL GREEN STRIP PLAY EQUIPMENT REPLACEMENT	32	\$85,000	Replace children's playground equipment
		\$1,614,000	 \$1,614,000 GENERAL FUND \$0 GRANT/OTHER

*Projects marked with an asterisk denote project is dependent on grant funding

GENERAL FUND

FY2025	Project No.	COST	DESCRIPTION
FUTURE ROAD REPAIRS	30	\$250,000	Major repairs to correct settlement and failing asphalt areas
FUTURE STORM WATER IMPROVEMENTS	31	\$80,000	Major repairs to storm water conveyance system including culverts and catch basins
KENAI MULTI-PURPOSE FACILITY PERMANENT LOCKER ROOMS*	33	\$1,250,000	5,000 square-foot locker room construction, including utilities, bathrooms, shower rooms
PUBLIC SAFETY FACILITY IMPROVEMENTS	34	\$750,000	Address asbestos abatement concerns and improve the functionality of the facility
		\$2,330,000	 \$1,080,000 GENERAL FUND \$1,250,000 GRANT/OTHER

*Projects marked with an asterisk denote project is dependent on grant funding

GENERAL FUND PROJECTS

BLUFF STABILIZATION

01

Department: Administration | Public Works
 Total Project Cost: \$36,000,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent | Bonding
 Potential Grant Identified: State Capital Project
 Submission and Federal Grants To Be Identified
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$1,000,000	\$17,500,000	\$17,500,000		

Details:

The City of Kenai in coordination with the Army Corp of Engineers Bluff Erosion Control Project is intended to stabilize an area on the northern bank of the Kenai River from near the river's mouth below Historic Old Town extending upriver approximately one mile toward the first cannery just below Bluff Overlook Park at the end of Spur View Drive.

MULTI-PURPOSE FACILITY EXHAUST FAN

02

Department: Public Works
 Total Project Cost: \$75,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:	\$75,000				

Details:

This project will install a large exhaust fan ventilation system with humidistatic controls to prevent continued moisture issues within the Multi-Purpose Facility. Summer ice is the largest contributing factor to excessive humidity; however, this system will be beneficial year-round.

GENERAL FUND PROJECTS

MULTI-PURPOSE FACILITY RUST REMEDIATION

03

Department: Public Works
 Total Project Cost: \$80,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$80,000				

Details:

This project will remove rust and algae at the Multi-Purpose Facility by power washing and then sealing parts of the Facility with a rust inhibitor spray coating to ensure the Facility will be usable for years to come. Excessive moisture issues at the Facility have created an environment for rust and algae to grow on elements of the interior roof structure.

WILDWOOD DRIVE

04

Department: Public Works
 Total Project Cost: \$290,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund | Other
 Potential Grant Identified: State Capital Project Submission | Department of Corrections
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$290,000			

Details:

This project will reconstruct 2,318-foot of roadway, widen it to 24 feet, provide drainage ditching, remove existing deteriorating asphalt, stabilize sub-base, compact, and pave. Wildwood drive provides access to the Wildwood Correctional Facility, and the City requires ownership and site control prior to proceeding with upgrades, which have been needed for at least 40 years. The City is currently working with the Kenai Native Association to gain site control for the road the City has maintained for decades. The City will pursue shared funding for this project with the Department of Corrections.

GENERAL FUND PROJECTS

FIRST STREET REPAIRS

05

Department: Public Works
 Total Project Cost: \$60,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: State Capital Project Submission
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$60,000			

Details:

This project removes and replaces approximately 250 feet of damaged roadway and curb on First Street.

DISPATCH RADIO REPLACEMENT

06

Department: Police
 Total Project Cost: \$250,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Grant Dependent
 Potential Grant Identified: State Capital Project Submission | Department of Homeland Security
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:		\$250,000			

Details:

This project is a critical replacement of outdated dispatch radios and recording equipment. Grants have been applied for multiple years for this replacement.

GENERAL FUND PROJECTS

LIBRARY DDC CONTROLS

07

Department: Public Works
 Total Project Cost: \$58,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$58,000			

Details:
 This project replaces older control components with new, as well as recommissions existing heating, ventilation, and air conditioning (HVAC) controls system. The Library had major improvements completed approximately 10 years ago, and older areas of the library continue to struggle with maintaining set-point temperatures.

VISITOR CENTER DDC CONTROLS

08

Department: Public Works
 Total Project Cost: \$62,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$62,000			

Details:
 The Kenai Visitor and Cultural Center's mechanical systems and existing Direct Digital Control (DDC) systems are in need of major maintenance and recommissioning. Several areas of the facility are not operating correctly. This project will identify the components which are failing and provide for their replacements.

GENERAL FUND PROJECTS

INLET WOODS STORM WATER IMPROVEMENTS

09

Department: Public Works
 Total Project Cost: \$120,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$120,000			

Details:
 This project will improve catch basin conveyance and capacity to resolve several areas within the Inlet Woods Subdivision that experience flooding of the roadways due to insufficient storm water infrastructure.

REC CENTER WATER HEATER REPLACEMENTS

10

Department: Public Works
 Total Project Cost: \$60,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$60,000			

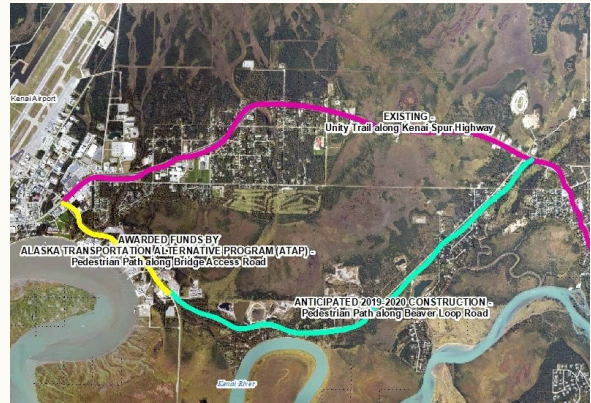
Details:
 This project will remove and replace the existing water heaters with new comparably-sized equipment. The Kenai Recreation Center water heaters are beyond their useful life and have been requiring extensive maintenance to remain operational.

GENERAL FUND PROJECTS

BRIDGE ACCESS PEDESTRIAN TRAIL

11

Department: Parks & Recreation
 Total Project Cost: \$2,398,229
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent (\$2,181,669)
 General Fund (\$216,560)
 Grant Identified: Department of Transportation
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:		\$2,398,229			

Details:

This project constructs a 10-foot-wide 1.3 mile paved and separated pathway along the east side of Bridge Access Road from its intersection with Beaver Loop Road to its intersection with the Kenai Spur Highway. The final finished surface consists of a 2-inch layer of asphalt.

CITY OF KENAI TENT/ VEHICLE CAMPGROUND

12

Department: Parks & Recreation
 Total Project Cost: \$446,210
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Grant Dependent
 Grant Identified: State of Alaska
 Operating Budget Impact:
 Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:		\$446,210			

Details:

This project designs and constructs a campground with approximately 20-30 accessible spots, restroom with showers, a small play area, and a pavilion. After the closure of the City's last campground in the early 2000s and the more recent closures of private campgrounds, the City is without a campground.

GENERAL FUND PROJECTS

PHASE I: RFID TAGGING OF LIBRARY COLLECTION

13

Department: Library
 Total Project Cost: \$132,000
 Project Phased: Yes
 Project Type: Technology
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Rasmuson Tier 2
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$132,000			

Details:

This project would tag every item in the Library collection with a machine-readable tag and include four new staff stations for check out and in of material. Currently staff check each item out one at a time. The use of Radio-frequency Identification (RFID) technology would reduce staff and customer error in checking items in and out which would result in efficiencies. The automatic sorters would reduce the amount of staff work and time.

NETWORK ACCESS CONTROL

14

Department: Finance - Information Technology
 Total Project Cost: \$60,000
 Project Phased: No
 Project Type: Technology
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Department of Homeland Security
 Operating Budget Impact: Minor or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$60,000			

Details:

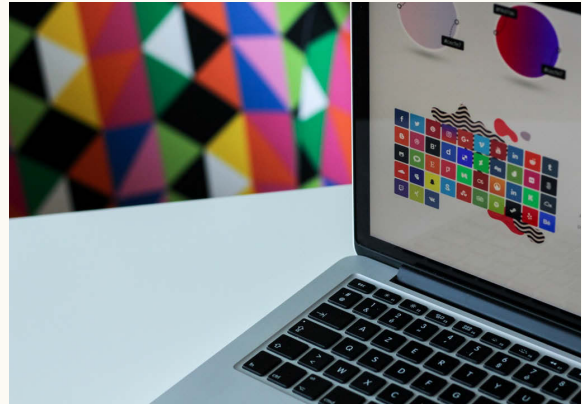
The project provides physical access control for all City-owned network infrastructure. The National Cybersecurity Review (NCSR) lists physical access to network equipment as a serious threat to cybersecurity. This project would secure all network equipment in a locking enclosure. It will also consolidate wiring locations at the Senior Center from three to one.

GENERAL FUND PROJECTS

IT MASTER PLANNING

15

Department: Finance - Information Technology
 Total Project Cost: \$35,000
 Project Phased: No
 Project Type: Technology
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$35,000			

Details:

This project analyzes the City's needs for updating existing or new computer and network infrastructure as well as the need to update or acquire new software to increase the efficiency, transparency and effectiveness of City departments in performing their daily tasks and activities.

CITY HALL AIR HANDLER REPLACEMENT

16

Department: Public Works
 Total Project Cost: \$210,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$210,000			

Details:

This project replaces the existing roof top unit air handler at City Hall, which was installed in 1980. The Facility is approximately 9,588 square feet, and this project includes Direct Digital Controls (DDC) for operational efficiency.

GENERAL FUND PROJECTS

VISITOR CENTER ROOF REPLACEMENT

17

Department: Public Works
 Total Project Cost: \$120,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$120,000			

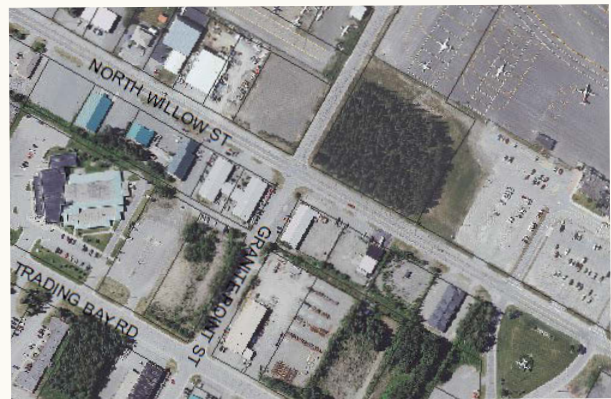
Details:

This project removes and replaces the roof at the Kenai Visitor and Cultural Center and includes new ice and water shield. The existing Asphalt Shingle Roof has reached the end of its useful life. Leaks are occurring more often over the last few years. The existing roof is approximately 30 years old.

WILLOW STREET REPAIRS

18

Department: Public Works
 Total Project Cost: \$420,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:			\$420,000		

Details:

This project includes milling and repaving of asphalt roadway approximately 40 feet in width and 1,950 feet in length between Main Street and Airport Way.

GENERAL FUND PROJECTS

KENAI RECREATION CENTER RTU HVAC REPLACEMENTS

19

Department: Public Works
 Total Project Cost: \$280,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$280,000		

Details:

This project will replace the oldest equipment first, including air handlers, control valves, and thermostats. The Kenai Recreation Center was constructed in 1980 with an addition added in 1982. Many of the mechanical systems are now 40 years old and require extensive maintenance to maintain operation.

MOBILE RADIO REPLACEMENT

20

Department: Police
 Total Project Cost: \$100,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Department of Homeland Security
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$100,000		

Details:

This project will replace all vehicle mounted mobile radios that will be beyond their service life, with newer P-25 compliant radios.

GENERAL FUND PROJECTS

OUTDOOR EVENT PARK DESIGN AND FEASIBILITY

21

Department: Parks & Recreation
 Total Project Cost: \$35,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:			\$35,000		

Details:

This project will provide engineered drawings to construct an event park to include a stage, restrooms, parking lot, and utilities. The phased project would construct an elevated stage with future phases of the project to include construction of a permanent restroom with utilities, spectator area, event area, vendor area, and parking lot.

PHASE II: RFID TAGGING OF LIBRARY COLLECTION

22

Department: Library
 Total Project Cost: \$35,000
 Project Phased: Yes
 Project Type: Building Improvement
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Rasmuson Tier 2
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:			\$35,000		

Details:

This project installs Self-Sorting Machines and Security Gates at the Library to create a reduction in staff and patron time spent finding items as well as creates additional security.

GENERAL FUND PROJECTS

KENAI NORDIC TRAIL LIGHTING - DESIGN & CONSTRUCTION

23

Department: Parks & Recreation
 Total Project Cost: \$200,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Land Water Conservation Fund
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:			\$200,000		

Details:

This project includes the design and construction of a lighted Nordic trail system at the Kenai Municipal Golf Course. The design will dictate future phases and feasibility, but it is anticipated that the first phase of trail lighting would focus on the driving range and central bowl area near the clubhouse.

MUNICIPAL PARK TRAIL BOARDWALK

24

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



YEAR:	2021	2022	2023	2024	2025
COST:			\$85,000		

Details:

This project constructs an engineered elevated boardwalk. The first phase of this project constructed a new trail extending from the existing Kenai Little League ball fields, meandering within the wooded area at the top of the ravine, and turns east toward the parking lot. This project would construct a 150-foot boardwalk to the Shqui Tsatnu Creek drainage to connect with the existing trail, connecting the east and west sides of Municipal Park. Future phases of the project require an easement on the east side of the creek.

GENERAL FUND PROJECTS

KENAI CEMETERY EXPANSION - PHASE II

25

Department: Parks & Recreation
 Total Project Cost: \$260,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): General fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:			\$260,000		

Details:

This project will provide for a large pavilion, lighted flag poles, storage building, columbarium, front entry sign and an underground sprinkler system. Phase II includes a pavilion, flag poles, columbarium, and sprinkler system. Phase III (beyond FY25) includes additional plots, storage building, and a columbarium, if needed.

MULTI-FACTOR AUTHENTICATION

26

Department: Finance - Information Technology
 Total Project Cost: \$50,000
 Project Phased: Yes
 Project Type: Technology
 Funding Source(s): Grant Dependent
 Potential Grant Identified: Department of Homeland Security
 Operating Budget Impact: Slight Increase



YEAR:	2021	2022	2023	2024	2025
COST:			\$50,000		

Details:

This project purchases software and hardware to implement Multi-factor Authentication (MFA) and includes hiring a consultant to implement the solution. Current Criminal Justice Information Systems (CJIS) requirements from the FBI require MFA when accessing secure information outside of the Police Department.

GENERAL FUND PROJECTS

LILAC STREET REPAIRS

27

Department: Public Works
 Total Project Cost: \$393,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:				\$393,000	

Details:

This project replaces the failed concrete curb in affected areas, re-stabilizes settled subbase areas, and provides a new asphalt surface course along approximately 1600 linear feet of 30-foot wide roadway. Lilac Lane is located off the Spur Highway and Cook Inlet View Drive on the north side of Kenai. The roadway and concrete curb and gutter are suffering from severe settlement in multiple areas.

CITY HALL ELEVATOR MAINTENANCE

28

Department: Public Works
 Total Project Cost: \$50,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$50,000	

Details:

This project provides major maintenance on the existing City Hall Elevator. This will replace 30+ year old components for safety purposes while providing minor cosmetic improvements.

GENERAL FUND PROJECTS

RECREATION CENTER ROOF REPLACEMENT

29

Department: Public Works
 Total Project Cost: \$756,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$756,000	

Details:

This project will replace the roof at the Kenai Recreation Center. In 2019, all penetrations were hot mopped, and an additional cap sheet was added to a small problem area that persisted with routine leaks. These recent repairs were to buy some time to put a larger full replacement project together. The existing 21,020 square foot roof is built-up asphalt and is roughly 40 years old, well beyond its useful life.

FUTURE ROAD REPAIRS

30

Department: Public Works
 Total Project Cost: \$750,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$250,000	\$250,000

Details:

This project will allow Public Works to continue to address roadway surface problem areas as they arise throughout the City.

GENERAL FUND PROJECTS

FUTURE STORM WATER IMPROVEMENTS

31

Department: Public Works
 Total Project Cost: \$240,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): General fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Information Needed



YEAR:	2021	2022	2023	2024	2025
COST:				\$80,000	\$80,000

Details:

This project will allow Public Works to continue to address storm water runoff, culvert, and catch basin issues as they continue to deteriorate throughout the City.

SOFTBALL GREEN STRIP PLAY EQUIPMENT REPLACEMENT

32

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



YEAR:	2021	2022	2023	2024	2025
COST:				\$85,000	

Details:

This project replaces an aging and obsolete children's playground located at one of the 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.

GENERAL FUND PROJECTS

KENAI MULTI-PURPOSE FACILITY PERMANENT LOCKER ROOMS 33

Department: Parks & Recreation
 Total Project Cost: \$1,250,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Grant Dependent
 Potential Grant Identified: State of Alaska
 Operating Budget Impact:
 Slight Decrease



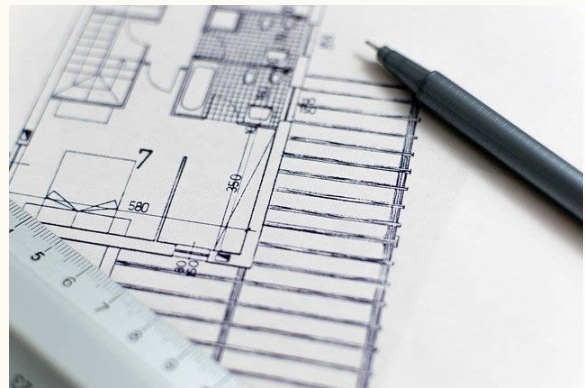
YEAR:	2021	2022	2023	2024	2025
COST:					\$1,250,000

Details:

This project constructs six locker rooms (4-team, 1-female, 1-referee) at the Kenai Multi-purpose Facility. This would include utilities, bathrooms, shower rooms, and related appurtenances. Approx. 5,000 SF. The Facility was designed to an ultimate "build-out" which included locker rooms, enhanced seating, building insulation, and heating systems, etc. Without locker rooms which include showers and other appurtenances, use of the Facility is limited.

PUBLIC SAFETY FACILITY IMPROVEMENT 34

Department(s): Public Works | Police | Fire
 Total Project Cost: \$750,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Grant Dependent
 Potential Grant Identified: State of Alaska
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:					\$750,000

Details:

This project will begin to address the concerns with abatement of asbestos within the Public Safety Facility while providing improvements to the Facility floorplan to make the best use of space.

WATER & SEWER FUND

FY2021	Project No.	COST	DESCRIPTION
DIGESTER BLOWER AND BUILDING	01	\$750,000	Replace and install new blowers in new metal building
SCADA INTEGRATION - WATER & SEWER	02	\$35,000	Continued integrations of systems into SCADA
SCADA INTEGRATION - WASTE WATER	03	\$35,000	Continued integrations of systems into SCADA
SEWER MAINTENANCE HOLE RESTORATIONS	04	\$80,000	Reset and seal sanitary sewer maintenance hole structures
		\$900,000	

FY2022	Project No.	COST	DESCRIPTION
WATER TREATMENT PUMP HOUSE - PHASE I	05	\$650,000	Construct the foundation and building for new pump house
WWTP BOILERS & MECHANICAL REPLACEMENT	06	\$175,000	Replace 40+ year-old HVAC equipment
WWTP CHLORINE CONTACT BASIN REPAIRS	07	\$60,000	Replace corroded gates and appurtenances within the chlorine contact chamber
WWTP ELECTRONIC ACCESS GATE & CONTROLS	08	\$40,000	Provide restricted electronic access
SCADA INTEGRATION - WATER & SEWER	02	\$35,000	Continued integrations of systems into SCADA
SCADA INTEGRATION - WASTE WATER	03	\$35,000	Continued integrations of systems into SCADA
		\$995,000	

FY2023	Project No.	COST	DESCRIPTION
WATER TREATMENT PUMP HOUSE - PHASE II	09	\$650,000	Install new distribution pumps within new pump house and tie in of larger water main
LIFT STATION RENOVATIONS - PHASE I	10	\$140,000	Major maintenance on existing lift stations
WWTP OPS BUILDING ROOF REPLACEMENT	11	\$240,000	Replace original roof at the Waste Water Treatment Plant

WATER & SEWER FUND

FY2023	Project No.	COST	DESCRIPTION
SEWER MAINTENANCE HOLE RESTORATIONS	04	\$80,000	Reset and seal sanitary sewer maintenance hole structures
SCADA INTEGRATION - WATER & SEWER	02	\$35,000	Continued integrations of systems into SCADA
SCADA INTEGRATION - WASTE WATER	03	\$35,000	Continued integrations of systems into SCADA
		\$1,180,000	
FY2024	Project No.	COST	DESCRIPTION
SECONDARY DIGESTER	12	\$620,000	Construct a new backup digester to allow for major maintenance on existing digester
LIFT STATION RENOVATIONS - PHASE II	13	\$250,000	Major maintenance on existing lift stations, including access, structural & security upgrades
SCADA INTEGRATION - WATER & SEWER	02	\$35,000	Continued integrations of systems into SCADA
SCADA INTEGRATION - WASTE WATER	03	\$35,000	Continued integrations of systems into SCADA
		\$940,000	
FY2025	Project No.	COST	DESCRIPTION
LIFT STATION RENOVATIONS - PHASE III	14	\$250,000	Major maintenance on existing lift stations, including access, structural & security upgrades
WWTP OPS BUILDING EXTERIOR RENOVATIONS	15	\$220,000	Replace 40+ year-old siding, doors, and windows
SEWER MAINTENANCE HOLE RESTORATIONS	04	\$80,000	Reset and seal sanitary sewer maintenance hole structures
SCADA INTEGRATION - WATER & SEWER	02	\$35,000	Continued integrations of systems into SCADA
SCADA INTEGRATION - WASTE WATER	03	\$35,000	Continued integrations of systems into SCADA
		\$620,000	

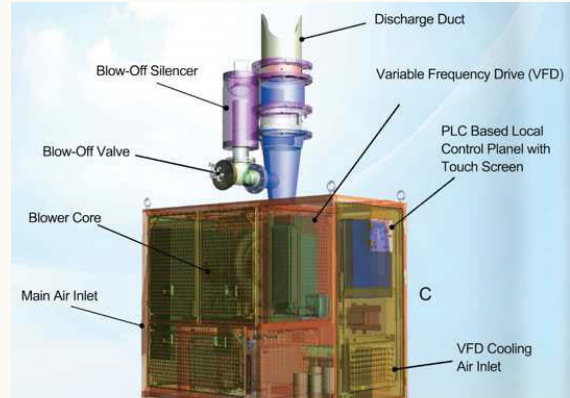
WATER & SEWER FUND

PROJECTS

DIGESTER BLOWER AND BUILDING

01

Department: Public Works - Water & Sewer
 Total Project Cost: \$750,000
 Project Phased: No
 Project Type: New Building & Equipment
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$750,000				

Details:

This project will replace two 40-year-old blowers and install blowers in an approximately 24 x 24 square foot prefab metal building located adjacent to the existing digester tank.

SCADA INTEGRATION - WATER & SEWER

02

Department: Public Works - Water & Sewer
 Total Project Cost: \$175,000
 Project Phased: Yes
 Project Type: Technology & Equipment
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Significant Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000

Details:

This project allows for continued integrations of systems operations into a Supervisory Control and Data Acquisition (SCADA) system. The City has an existing Wonderware SCADA system. The Water and Sewer side is extensively more setup than the Wastewater Treatment Plant side. Implementation of this system will provide ongoing insight and oversight into the City's operational processes which will provide opportunities for efficiency and lower operating costs.

WATER & SEWER FUND

PROJECTS

SCADA INTEGRATION - WASTE WATER

03

Department: Public Works - Water & Sewer
 Total Project Cost: \$175,000
 Project Phased: Yes
 Project Type: Technology & Equipment
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Significant Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000

Details:

This project allows for continued integrations of systems operations into a Supervisory Control and Data Acquisition (SCADA) system. The City has an existing Wonderware SCADA system. The Water and Sewer side is extensively more setup than the Wastewater Treatment Plant side. Implementation of this system will provide ongoing insight and oversight into the City's operational processes, which will provide opportunities for efficiency and lower operating costs.

SEWER MAINTENANCE HOLE RESTORATIONS

04

Department: Public Works - Water & Sewer
 Total Project Cost: \$240,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:	\$80,000		\$80,000		\$80,000

Details:

This project resets and seals sanitary sewer maintenance hole structures along Lawton Drive. Structures are in a swamp area and are allowing infiltration into the sanitary collection system. Additional areas will be inspected and addressed to minimize infiltration City-wide.

WATER & SEWER FUND

PROJECTS

WATER TREATMENT PUMP HOUSE - PHASE I

05

Department: Public Works - Water & Sewer
 Total Project Cost: \$650,000
 Project Phased: Yes
 Project Type: Building Improvement / Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact: Slight Decrease



YEAR:	2021	2022	2023	2024	2025
COST:		\$650,000			

Details:

This project will complete Phase I of the Water Treatment Pump House structure (foundation and building).

WWTP BOILERS & MECHANICAL REPLACEMENT

06

Department: Public Works - Water & Sewer
 Total Project Cost: \$175,000
 Project Phased: No
 Project Type: Equipment Replacement
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$175,000			

Details:

This project will replace and consolidate existing heating and fresh air systems at the Wastewater Treatment Plant.

WATER & SEWER FUND

PROJECTS

WWTP CHLORINE CONTACT BASIN REPAIRS

07

Department: Public Works - Water & Sewer
 Total Project Cost: \$60,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$60,000			

Details:

This project will replace existing chlorine contact basin gates, valves, and appurtenances at the Waste Water Treatment Plant, which are rusted and beyond repair.

WWTP ELECTRONIC ACCESS GATE & CONTROLS

08

Department: Public Works - Water & Sewer
 Total Project Cost: \$40,000
 Project Phased: No
 Project Type: Technology
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$40,000			

Details:

This project will provide restricted electronic access control to the Wastewater Treatment Plant entrance for safety and security.

WATER & SEWER FUND PROJECTS

WATER TREATMENT PUMP HOUSE - PHASE II

09

Department: Public Works - Water & Sewer
 Total Project Cost: \$650,000
 Project Phased: Yes
 Project Type: Equipment
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$650,000		

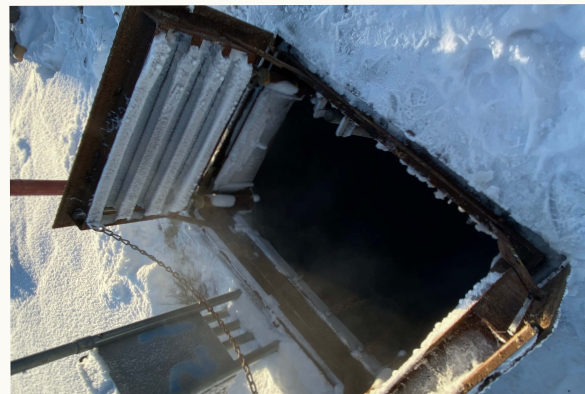
Details:

This project provides for completion of Phase II of the Water Treatment Pump House Project (piping 16-inch tie in, pump setup, and controls).

LIFT STATION RENOVATIONS - PHASE I

10

Department: Public Works - Water & Sewer
 Total Project Cost: \$140,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$140,000		

Details:

This project provides for major maintenance on existing lift stations to include access, structural, and security and safety upgrades.

WATER & SEWER FUND

PROJECTS

WWTP OPERATIONS BUILDING ROOF REPLACEMENT

11

Department: Public Works - Water & Sewer
 Total Project Cost: \$240,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$240,000		

Details:
 This project replaces the original built-up roof at the Waste Water Treatment Plant Operations Building. The original roof is now 40 plus years old.

SECONDARY DIGESTER

12

Department: Public Works - Water & Sewer
 Total Project Cost: \$620,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$620,000	

Details:
 This project removes a small wooden storage building and installs a new 80,000-gallon secondary digester to allow for maintenance of the 500,000 gallon digester.

WATER & SEWER FUND

PROJECTS

LIFT STATION - PHASE II

13

Department: Public Works - Water & Sewer
 Total Project Cost: \$250,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$250,000	

Details:
 This project provides for major maintenance on existing lift stations to include access, structural and security and safety upgrades.

LIFT STATION - PHASE III

14

Department: Public Works - Water & Sewer
 Total Project Cost: \$250,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:					\$250,000

Details:
 This project provides for major maintenance on existing lift stations to include access, structural, and security and safety upgrades.

WATER & SEWER FUND

PROJECTS

WWTP OPS BUILDING EXTERIOR RENOVATIONS

15

Department: Public Works - Water & Sewer

Total Project Cost: \$220,000

Project Phased: No

Project Type: Building Improvement

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact:

Need Information



YEAR:	2021	2022	2023	2024	2025
COST:					\$220,000

Details:

This project replaces exterior finishes including doors, windows, and siding that is now 40+ years old.

SENIOR CITIZENS FUND

FY2022	Project No.	COST	DESCRIPTION
SENIOR CENTER HVAC AND DDC CONTROL	01	\$48,000	Provide improved air quality and air balancing at the Senior Center
		\$48,000	

FY2023	Project No.	COST	DESCRIPTION
SENIOR CENTER LANDSCAPING - PHASE I	02	\$40,000	Landscape the south lawn of the Senior Center to a level area
		\$40,000	

FY2024	Project No.	COST	DESCRIPTION
SENIOR CENTER LANDSCAPING - PHASE II	03	\$35,000	Create a community fire pit area with memorial benches
		\$35,000	

SENIOR CITIZENS FUND PROJECTS

SENIOR CENTER HVAC AND DDC CONTROL

01

Department: Public Works
 Total Project Cost: \$48,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:		\$48,000			

Details:

This project provides improved air quality and air balancing at the Senior Center in the main dining area, kitchen, offices, restrooms, and entrance hall. The kitchen tends to overheat the space when in use. Heating zones may be adjusted to provide more accurate control along with new thermostats and zone sensors.

SENIOR CENTER LANDSCAPING - PHASE I

02

Department: Senior Center
 Total Project Cost: \$40,000
 Project Phased: Yes
 Project Type: Land Improvement
 Funding Source(s): Grant/ Donation
 Dependent
 Potential Grant Identified: None
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$40,000		

Details:

This project would landscape the south lawn of the Senior Center to level the area, which now contains sunken areas which prohibit safe access, and replant grass and trees as well as construct walkways for easy and safe maneuvering. This would improve lost access to the perimeter of the building, yard, and bluff areas for private rentals and the public, including wheelchair access. The project would be contingent on the construction of the Bluff Stabilization Project.

SENIOR CITIZENS FUND PROJECTS

SENIOR CENTER LANDSCAPING - PHASE II

03

Department: Senior Center
 Total Project Cost: \$35,000
 Project Phased: Yes
 Project Type: Land Improvement
 Funding Source(s): Grant/ Donation
 Dependent
 Potential Grant Identified: None
 Operating Budget Impact: Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:				\$35,000	

Details:

This project would create a community fire pit area with wooden all-weather park benches for easy access for seniors and private rentals. Memorial benches and greenery provide an opportunity to generate revenue and celebrate individuals in the community. The project would be contingent on the construction of the Bluff Stabilization Project.

CONGREGATE HOUSING FUND

FY2021	Project No.	COST	DESCRIPTION
VINTAGE POINTE BOILER REPLACEMENT	01	\$160,000	Boiler Replacement at Vintage Pointe
APARTMENT KITCHEN AND BATHROOM REMODEL	02	\$100,000	Remodel the kitchen and bathrooms in 3-6 apartments each year
		\$260,000	

FY2022	Project No.	COST	DESCRIPTION
APARTMENT KITCHEN AND BATHROOM REMODEL	02	\$100,000	Remodel the kitchen and bathrooms in 3-6 apartments each year
		\$100,000	

FY2023	Project No.	COST	DESCRIPTION
VINTAGE POINTE ELEVATOR MAINTENANCE	03	\$50,000	Major maintenance to allow for continued safe operation of the City's most-used elevator
APARTMENT KITCHEN AND BATHROOM REMODEL	02	\$100,000	Remodel the kitchen and bathrooms in 3-6 apartments each year
		\$150,000	

FY2024	Project No.	COST	DESCRIPTION
APARTMENT KITCHEN AND BATHROOM REMODEL	02	\$100,000	Remodel the kitchen and bathrooms in 3-6 apartments each year
		\$100,000	

FY2025	Project No.	COST	DESCRIPTION
APARTMENT KITCHEN AND BATHROOM REMODEL	02	\$100,000	Remodel the kitchen and bathrooms in 3-6 apartments each year
		\$100,000	

CONGREGATE HOUSING FUND PROJECTS

VINTAGE POINTE BOILER REPLACEMENT

01

Department: Public Works
 Total Project Cost: \$160,000
 Project Phased: Yes
 Project Type: Building Improvement
 Funding Source(s): Congregate Housing Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$160,00				

Details:

This project replaces aging equipment with new to provide for more consistent and reliable service. Existing units have continued to require extensive maintenance to maintain operation.

APARTMENT KITCHEN AND BATHROOM REMODEL

02

Department: Senior Center
 Total Project Cost: \$500,000
 Project Phased: Yes
 Project Type: Building Improvement
 Funding Source(s): Congregate Housing Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

Details:

This project remodels the kitchen and bathrooms in three to six apartments each year at Vintage Pointe. The project would replace original (1993) tile flooring, cabinetry, countertops, and fixtures in kitchens and bathrooms to bring apartments into compliance with the Americans with Disabilities Act. This project is not eligible for low-income housing grants.

CONGREGATE HOUSING FUND PROJECTS

VINTAGE POINTE ELEVATOR MAJOR MAINTENANCE

03

Department: Public Works

Total Project Cost: \$50,000

Project Phased: Yes

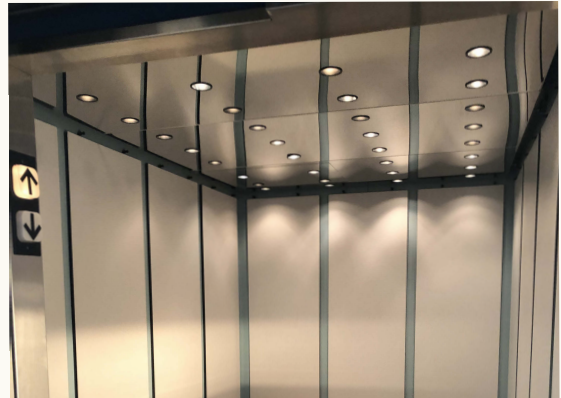
Project Type: Building Improvement

Funding Source(s): Congregate Housing Fund

Potential Grant Identified: None

Operating Budget Impact:

Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:			\$50,000		

Details:

This project will provide for major maintenance of the Vintage Pointe elevator to allow for the continued safe operation of the City's most used elevator. The Vintage Pointe Senior Housing was constructed in 1993 and is approximately 40,450 square feet.

PERSONAL USE FISHERY FUND

FY2021	Project No.	COST	DESCRIPTION
PERSONAL USE FISHERY FLOAT REPLACEMENT	01	\$50,000	Purchase ten new floats at the City Dock
		\$50,000	

FY2022	Project No.	COST	DESCRIPTION
BOAT RAMP CONCRETE REPAIRS	02	\$125,000	Replace concrete ramps at the City Dock
PERSONAL USE FISHERY FLOAT REPLACEMENT	01	\$50,000	Purchase ten new floats at the City Dock
		\$175,000	

FY2023	Project No.	COST	DESCRIPTION
PERSONAL USE FISHERY FLOAT REPLACEMENT	01	\$50,000	Purchase ten new floats at the City Dock
		\$50,000	



PERSONAL USE FISHERY FUND FUND PROJECTS

PERSONAL USE FISHERY FLOAT REPLACEMENT

01

Department: Public Works
 Total Project Cost: \$150,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Personal Use Fishery Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact



YEAR:	2021	2022	2023	2024	2025
COST:	\$50,000	\$50,000	\$50,000		

Details:

This project purchases ten new floats at the City Dock and Boat Ramp to replace existing floats. There are currently 22 float sections in total for the ramp and another eight for the front of the trestle.

CITY DOCK BOAT RAMP REPLACEMENT

02

Department: Public Works
 Total Project Cost: \$125,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Personal Use Fishery Fund
 Potential Grant Identified: None
 Operating Budget Impact:
 Minimal or No Impact

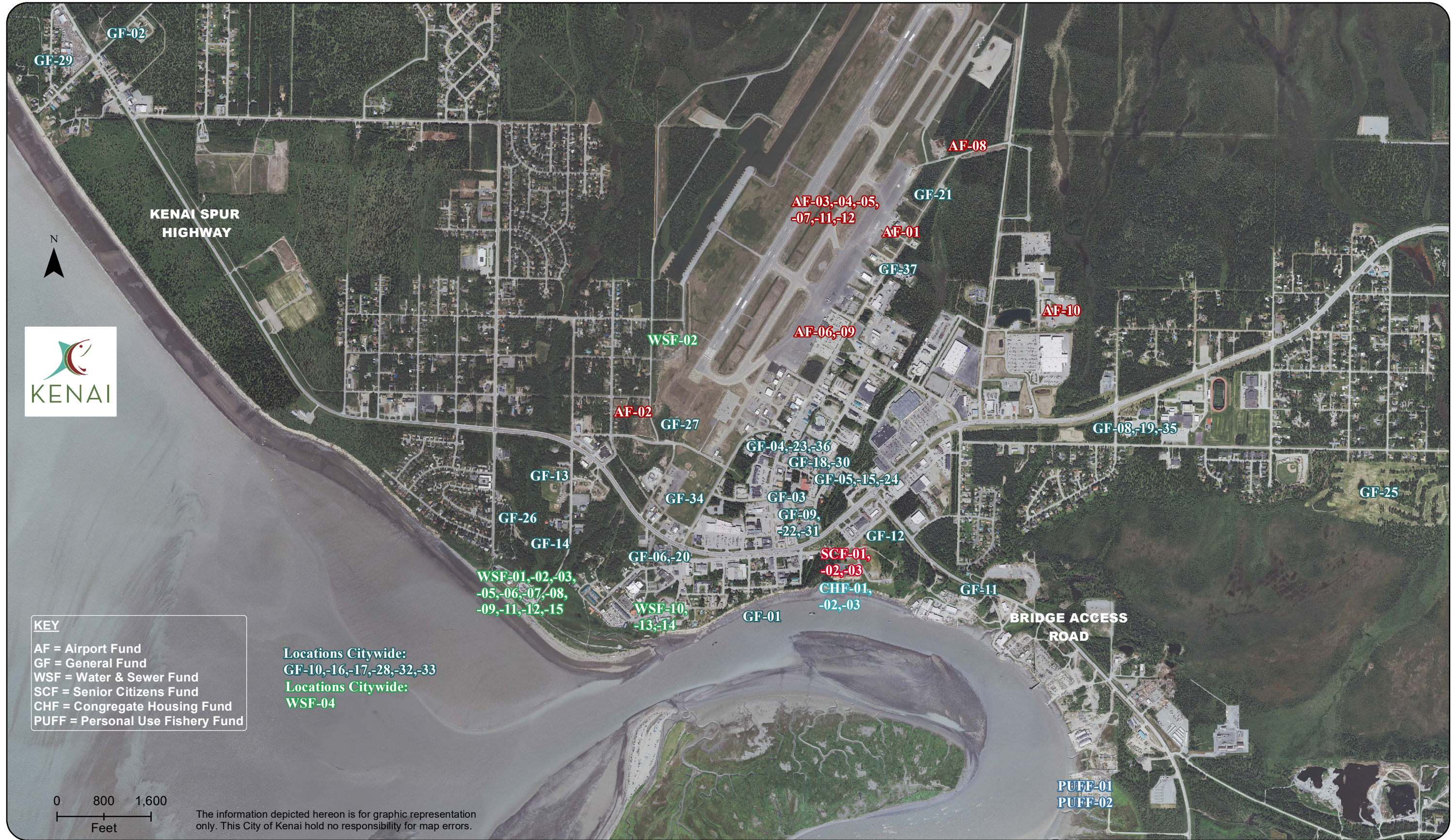


YEAR:	2021	2022	2023	2024	2025
COST:	\$125,000				

Details:

This project will replace the concrete ramps at the City Dock.

CITY OF KENAI CAPITAL IMPROVEMENT PLAN PROJECT MAP - FY2020-2025



KEY
 AF = Airport Fund
 GF = General Fund
 WSF = Water & Sewer Fund
 SCF = Senior Citizens Fund
 CHF = Congregate Housing Fund
 PUFF = Personal Use Fishery Fund

Locations Citywide:
 GF-10,-16,-17,-28,-32,-33
Locations Citywide:
 WSF-04

The information depicted herein is for graphic representation only. This City of Kenai hold no responsibility for map errors.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Public Works Director
DATE: May 15, 2020
SUBJECT: **Resolution 2020-29**

The new Capital Improvement Plan FY21-25 was a concerted effort that required participation from all Departments and the Administration. This document is an important tool to assist all Departments with planning, funding, and implementing the projects identified to ensure the continued long term use of our existing facilities and infrastructure.

The following Commissions have met and reviewed the plan and have voiced their support.

- Parks & Recreation on 5/7/20
- Harbor on 5/11/20
- Airport on 5/14/20
- Council on Aging on 5/14/20

I would like to thank everyone for their participation and support during the development of the Plan. With a special thanks to Dan Castimore who assisted with the early development of project request forms and to Christine Cunningham who is largely responsible for the overall appearance of the document today. Without their assistance as well as the support from all Department Heads this document would not exist today.

Council's support is respectfully requested.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: May 12, 2020
SUBJECT: Capital Improvement Plan Recommendation

Purpose of this correspondence is to advise you that the Parks & Recreation Commission met May 7, 2020 and discussed the various components of the draft FY 2021-2025 Capital Improvement Plan relative to the Parks & Recreation Department.

The Commission unanimously voted to approve the Capital Improvement Plan and encouraged the Kenai City Council and Administration to continue pursuing a campground located somewhere in Kenai.

Thank you for your attention to this matter.



Sponsored by: Council Member Peterkin

CITY OF KENAI

RESOLUTION NO. 2020-30

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, RECOMMENDING THE KENAI PENINSULA BOROUGH ASSEMBLY ENACT ORDINANCE 2020-24 WHICH WOULD PROVIDE FOR VOTE BY MAIL ELECTIONS, MORE TIME BETWEEN A REGULAR ELECTION AND RUN-OFF ELECTION AND REMOVAL OF PROPOSITION STATEMENTS.

WHEREAS, City Manager Ostrander, Mayor Gabriel, Council Member Peterkin and City Clerk Heinz were active participants in the Kenai Peninsula Borough (KPB) Election Stakeholders Group throughout 2019; and,

WHEREAS, the group was established to research ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources; and,

WHEREAS, after holding many public meetings the KPB Election Stakeholders group made multiple recommendations to the KPB Assembly; and,

WHEREAS, the group's number 1 recommendation was for the KPB to transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS); and,

WHEREAS, the VBMS is consistent with the guiding principles adopted by the Election Stakeholder's Group, including: maximizing accessibility and inclusivity in the election process; promoting efficient use of public resources; increasing voter satisfaction and confidence in Borough elections; and ensuring the security and integrity of the voting system; and,

WHEREAS, the current global health pandemic further reinforces the need to implement a VBMS election process, to allow for greater flexibility and voter participation when events make it impractical or difficult for borough residents to safely vote at a traditional polling site; and,

WHEREAS, on September 18, 2019 Kenai City Council adopted Joint Resolution 2019-001, recognizing the recommendations of the KPB Election Stakeholders Group; and,

WHEREAS, the VBMS is a proven methodology that the KPB has been using for over 20 years in six of its 28 precincts (Cooper Landing, Hope, Fox River, Moose Pass, Seldovia/Kachemak Bay, and Tyonek); and,

WHEREAS, the KPB Clerk's Office entered into a contract with Resource Data in December of 2019 for the purpose of preparing a feasibility study and cost analysis, which concluded that the KPB would be able to successfully transition to area-wide vote by mail elections; and,

WHEREAS, the City of Kenai (COK) shares roughly 6,000 voters with the KPB and much of the election process is a joint effort making voting in both the COK and KPB Election a more convenient process for the shared voters; and,

WHEREAS, the Kenai City Council wishes to transition the COK Elections to a VBMS; and,

WHEREAS, it is in the best interest of the shared voters if both the COK and KPB implement the same voting process; and,

WHEREAS, the Kenai City Council supports the removal of advocacy statements for or against ballot propositions from being included in the official voter information pamphlet, which is produced by the Borough Clerk's office and is required by borough code to be factual in nature; and,

WHEREAS, in the event of a run-off election, an extra week between the regular election and the run-off election would allow more time for the Borough Clerk's office to get ballot packages out, providing for a timely receipt by the voters and return receipt by the Borough.

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

Section 1. That the Kenai City Council encourages the Kenai Peninsula Borough Assembly enact KPB Ordinance 2020-24, as currently written, which amends the borough election process in ways that are consistent with the recommendations and guiding principles adopted by the Election Stakeholder Group in July, 2019.

Section 2. That the Kenai City Council recommends a Vote By Mail System be implemented to promote greater flexibility and voter participation when events make it impractical, unsafe or impossible to vote at a traditional polling site.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Robert Peterkin, Council Member
DATE: May 14, 2020
SUBJECT: **Resolution No. 2020-30**

In January 2019 the Kenai Peninsula Borough formed the Election Stakeholder Group in response to an ADA complaint related to election practices and I, along with Mayor Gabriel, City Manager Ostrander, and City Clerk Heinz participated in the group's meetings. The group's guiding principles included maximizing accessibility and inclusivity, ensuring efficiency and conservation of public resources, ensuring voter satisfaction and confidence, ensuring longevity in the solution, promoting coordination and collaboration, ensuring security and integrity of the voting system, encouraging higher voter turnout, and ensuring continuity of election operations. The group received presentations from local clerks, the State of Alaska Division of Elections, the Municipality of Anchorage, the United States Postal Service, and the Kenai Peninsula Borough's (KPB) current ballot printer. The group also received demonstrations from two software/hardware providers. Presentations reviewed both polling place and vote by mail structures. The group unanimously adopted six recommendations which include:

1. Transition to a Vote by Mail Hybrid;
2. Provide an Education and Outreach Campaign;
3. Requesting the Alaska Legislature introduce and support a bill allowing for ranked choice voting in Alaska Statutes Title 29;
4. Transition to an online version of the voter pamphlet;
5. Amending KPB code to provide appointed service area boards instead of elected; and
6. Amending KPB code to remove the inclusion of pro and con statements regarding ballot propositions.

A feasibility study commissioned by the KPB clerk's office indicates that the KPB would be able to successfully transition to an area-wide vote by mail election process.

KPB Ordinance 2020-24 would codify and implement three of the Election Stakeholder Group's recommendations including transitioning to a Vote by Mail Hybrid, transitioning to an online version of the voter pamphlet, and removing the inclusion of pro and con statements regarding ballot propositions.

At their May 13 meeting, the Soldotna City Council unanimously adopted a substantially similar resolution.

Your consideration for supporting KPB Ordinance 2020-24 is appreciated.

Introduced by: Cox, Dunne, Hibbert, Smalley
Date: 05/05/20
Hearing: 06/02/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-24**

**AN ORDINANCE AMENDING KPB TITLE 4 REGARDING BOROUGH ELECTIONS
TO PROVIDE FOR VOTE BY MAIL ELECTIONS, FOR MORE TIME BETWEEN A
REGULAR ELECTION AND A RUN-OFF ELECTION, AND TO REMOVE
PROPOSITION STATEMENTS**

WHEREAS, state statutes provide that the local governing body establish the procedures governing local elections; and

WHEREAS, the remote nature of areas of the borough would make voting by mail more efficient, convenient, and less complicated; and

WHEREAS, jurisdictions that have instituted vote-by-mail have experienced increased voter participation; and

WHEREAS, recruiting, training and retaining election officials has been an ongoing challenge; and

WHEREAS, by mail elections can be conducted with fewer election officials than in person voting; and

WHEREAS, the Kenai Peninsula Borough entered into a conciliation agreement with the Alaska Human Rights Commission which specified that the borough would have an ADA compliant election process in place by the end of 2020; and

WHEREAS, the Kenai Peninsula Borough Assembly established the Election Stakeholders Group (“ESG”) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough, researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and

WHEREAS, after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG; and

WHEREAS, recommendation number 1 of the ESG was for the borough assembly to transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS); and

WHEREAS, recommendation number 6 of the ESG is that the assembly amend KPB 4.10.110 by deleting Section B which provides for the inclusion of statements advocating voter approval or rejection of propositions in the voter pamphlet; and

WHEREAS, in the event of a run-off election, KPB 4.10.050 is amended to provide for an extra week between the regular election and the run-off election to allow more time for the clerk’s office to get ballot packages out to ensure receipt by the voter and return receipt by the borough; and

WHEREAS, recent catastrophic events including disaster declarations related to local floods, fires and a global public health pandemic reinforce the need to implement a VBMS election process that would allow for greater flexibility and voter participating when events make it impractical or impossible to vote at a traditional polling site; and

WHEREAS, in response to the current statewide emergency disaster, Governor Dunleavy signed Senate Bill 241 in to law which, among other things, authorizes elections to be conducted by mail during the emergency disaster;

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

SECTION 1. That KPB 4.10.020 is hereby amended as follows:

4.10.020. Definitions.

In this title, unless the context otherwise requires:

[A.] "Borough election" means any election:

- 1. To fill a borough office;
- 2. Upon a proposition submitted to the voters under the ordinances of the borough; or
- 3. That the borough is required by law to administer.

[B.] "Borough office" means an elective office under the ordinances of the borough.

- [C.] "Clerk" means the clerk of the borough, any properly authorized assistant or designee.
- [D.] "Day" means a calendar day including Saturday, Sunday and holidays.
- [E.] "Election" includes a regular, special or run-off borough election.
- [F.] "Election official" means the [BOROUGH]clerk and members of all election boards.
- [G.] RESERVED.]
- [H.] "Election supervisor" means the [BOROUGH]clerk.
- [I.] "Oath" includes affirmation on penalty of perjury.
- [J.] "Precinct" means the geographical area for voting purposes that is defined by the Alaska State Legislature. [TERRITORY WITHIN WHICH RESIDENT VOTERS MAY CAST VOTES AT ONE POLLING PLACE].
- [K.] "Proposition" includes question.
- [L.] "Publication" means a newspaper of general circulation or posting in public places.
- [M.] "Qualified voter" means any person who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.
- [N.] ["QUESTIONED VOTER" MEANS A VOTER WHOSE NAME DOES NOT APPEAR ON THE REGISTER IN THE PRECINCT WHERE HE ATTEMPTS TO VOTE, A VOTER WHO HAS RECEIVED AN ABSENTEE BALLOT AND DOES NOT TURN IT IN WHEN VOTING AT HIS PRECINCT ON ELECTION DAY, A VOTER WHO DOES NOT BEAR IDENTIFICATION OR IS NOT PERSONALLY KNOWN TO AN ELECTION OFFICIAL THOUGH HIS NAME APPEARS ON THE PRECINCT REGISTER, OR A VOTER WHO IS QUESTIONED FOR GOOD CAUSE AT THE POLLS IN WRITING.]
- [O.] "Regular election" means a general election to fill borough offices as required by Alaska Statutes.
- [P.] "Registration" or "registered" refers to the form of registration required by the state election code. For borough elections, a person is registered if registered to vote in state elections in the precinct in which that person seeks to vote 30 days prior to the borough election.

- [Q.] "Signature" includes any mark intended as a signature or subscription.
- [R.] "Special election" means any election held at a time other than when a regular election is held.
- [S.] "Swear" includes "Affirm".
- [T.] "Total votes cast" means the total number of votes cast in each seat for candidates whose names are printed on the ballot plus votes properly cast for the same seat in the write-in position(s) of the ballot. Ballots which are counted as blank votes in a particular race and ballots which are counted as over votes in a particular race shall not be added into the total votes in determining the percentage of votes cast.
- "Vote center" means any location designated by the clerk for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.
- [U.] "Voter" means any person who presents himself for the purpose of registering to vote or voting, either in person or by absentee application or ballot.

SECTION 2. That KPB 4.10.050(C) is hereby amended as follows:

4.10.050. Election times.

- C. Time of Run-off Election. When a run-off election is required by law, the election shall be held on the [third]fourth Tuesday following the regular election or within [2]3 weeks after certification of the results of the regular election. The run-off election shall not be considered a special election within the meaning of AS 29.71.800(21).

SECTION 3. That KPB 4.10.060 is hereby amended as follows:

4.10.060. Notice of elections.

- A. The election supervisor shall publish a notice of each election at least twice in one or more newspapers of general circulation in the borough. The election supervisor shall also post such a notice in two conspicuous places in each precinct. The first such publication, and the posting in each precinct, shall be accomplished at least 20 days prior to a regular election or at least 20 days before a special election.

- B. Each notice of election shall include:
1. The type of election, whether regular, special or run-off;
 2. The date of the election;
 3. The notice of election shall state that the election is to be conducted by mail and that there will be no precinct polling places open for the election on election day.
 - 4[3]. The hours the [POLLS] vote centers will be open and locations;
 - 5[4]. The offices to which candidates are to be elected;
 - 6[5]. The subjects of propositions to be voted upon;
 - 7[6]. Voter qualifications and instructions for registration;
 - 8[7]. Instructions for application for absentee voting;
 - [8. PRECINCT POLLING PLACES.]
- C. For run-off elections, the notice of the locations of the [PRECINCT POLLING PLACES] vote centers may be included or separate from the notice of the election and publication shall be made at least once, no later than 5 days prior to the run-off election. The notice of election shall be posted at 2 places within each precinct.

SECTION 4. That KPB 4.10.110 is hereby amended as follows:

4.10.110. Informational brochures for ballot propositions.

- A. 21 days prior to each regular or special election the [BOROUGH]clerk shall prepare [AND MAIL TO EVERY BOROUGH BOXHOLDER] a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot to be included in the ballot package. The clerk shall prepare instructions explaining to voters how to mark ballots, and how to obtain new ballots to replace those destroyed or spoiled, and how to return the ballots.[, EXCEPT AS PROVIDED BELOW IN THIS SECTION.]
- [B. NOTWITHSTANDING KPB 4.10.100, STATEMENTS ADVOCATING VOTER APPROVAL OR REJECTION OF PROPOSITIONS SHALL BE INCLUDED IN THE INFORMATIONAL BROCHURE IN ACCORDANCE WITH THIS SUBSECTION.

1. THE CLERK SHALL PROVIDE THE OPPORTUNITY FOR STATEMENTS ADVOCATING VOTER APPROVAL AND REJECTION OF PROPOSITIONS IN THE ELECTION PAMPHLET. THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OR REJECTION BY APPLYING THE FOLLOWING CRITERIA:
 - A) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OF A PROPOSITION TO THE PRIME SPONSOR OF THE INITIATIVE, REFERENDUM, OR RECALL PETITION THAT SUCCESSFULLY FILED THE BALLOT PROPOSITION;
 - B) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OF A PROPOSITION THAT HAS BEEN PLACED ON THE BALLOT THROUGH AN ASSEMBLY CRAFTED ORDINANCE OR RESOLUTION, AND NOT THROUGH THE INITIATIVE, REFERENDUM, OR RECALL PETITION PROCESS, TO AN INDIVIDUAL OR ORGANIZATION WITH A STATED INTEREST IN APPROVAL OF THE PROPOSITION;
 - C) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER REJECTION TO AN INDIVIDUAL OR ORGANIZATION WITH A STATED INTEREST IN REJECTION OF THE PROPOSITION.
2. THE CLERK SHALL ESTABLISH A DEADLINE FOR THE SUBMISSION OF A STATEMENT UNDER THIS SECTION. A STATEMENT ADVOCATING VOTER APPROVAL OR REJECTION MUST BE RECEIVED BY THE CLERK BY THE ESTABLISHED DEADLINE DATE.
3. A STATEMENT SUBMITTED UNDER THIS SECTION MAY NOT EXCEED 500 WORDS.
4. A STATEMENT SUBMITTED UNDER THIS SECTION MUST INCLUDE A SIGNER'S BLOC LOCATED AT THE BOTTOM OF THE STATEMENT. THE SIGNER'S BLOC MUST INCLUDE NO MORE THAN THREE SIGNERS. ANY SIGNERS MORE THAN THE ALLOTTED THREE WILL BE CONSIDERED ENDORSEMENTS AND COUNTED AGAINST THE 500-

WORD LIMIT. SIGNERS MUST INCLUDE THEIR FULL NAMES AND ORGANIZATIONS, IF ANY.

5. SIGNERS SHALL SIGN A FORM PREPARED BY THE CLERK INDICATING THAT THE SIGNERS PARTICIPATED IN THE DRAFTING OF THE STATEMENT.
6. THE CLERK SHALL ACCEPT STATEMENTS MEETING THE REQUIREMENTS OF KPB 4.10.110(B) AND WILL NOT RELEASE STATEMENTS SUBMITTED UNTIL THE DAY FOLLOWING THE DEADLINE DATE FOR SUBMITTAL.
7. THE CLERK MAY APPOINT A COORDINATOR FOR THE DRAFTING OF THE STATEMENTS UNDER THIS SECTION.
8. STATEMENTS ACCEPTED BY THE CLERK ADVOCATING EITHER VOTER APPROVAL OR REJECTION SHALL BE PUBLISHED. IF ONLY ONE STATEMENT IS RECEIVED BEFORE THE CLERK'S DEADLINE THEN IT SHALL BE PUBLISHED.
9. THE CLERK WILL ADD A DISCLAIMER TO EACH INITIATIVE, REFERENDUM OR RECALL NOTING THE TEXT OF THE BALLOT PROPOSITION IS PRESENTED AS SUBMITTED BY THE PETITION SPONSORS. THE CLERK WILL ADD A DISCLAIMER TO EACH STATEMENT NOTING THE INFORMATION IS THE OPINION OF THE AUTHOR(S) AND HAS BEEN REPRODUCED AS SUBMITTED, WITHOUT ANY CHANGES TO GRAMMAR, SPELLING OR PUNCTUATION.
10. THE ASSEMBLY SHALL PROVIDE THE CORRESPONDING FINANCIAL DATA REVEALING THE GROSS REVENUE STREAM AFFECTED BY AND RELEVANT TO ANY ESTIMATE OF REVENUE LOSS OR FINANCIAL DATA COST IN ALL OF ITS PROPOSITION SUMMARIES.
11. THE PRESENTATION ORDER FOR EACH PROPOSITION SHALL BE:
 - A) TEXT OF THE BALLOT PROPOSITION OR SAMPLE BALLOT;
 - B) PROPOSITION SUMMARY APPROVED BY THE ASSEMBLY OF A STRICTLY FACTUAL NATURE;

- C) A STATEMENT ADVOCATING VOTER APPROVAL;
- D) A STATEMENT ADVOCATING VOTER REJECTION.]

SECTION 5. That KPB 4.10.120 is hereby amended as follows:

4.10.120. Election supplies and equipment.

- [A. BEFORE THE OPENING OF THE POLLS THE CLERK SHALL FURNISH TO THE ELECTION BOARD OF EACH PRECINCT THE STATE VOTER REGISTRATION LIST FOR THAT PRECINCT AND SHALL EQUIP AND SUPPLY EACH POLLING PLACE WITH SUFFICIENT MATERIALS FOR THAT PRECINCT'S ELECTION, INCLUDING THOSE MATERIALS REQUIRED BY THIS SECTION.

- B. THE CLERK SHALL PREPARE INSTRUCTIONS EXPLAINING TO VOTERS HOW TO OBTAIN BALLOTS, HOW TO MARK THEM, AND HOW TO OBTAIN NEW BALLOTS TO REPLACE THOSE DESTROYED OR SPOILED. THESE INSTRUCTIONS SHALL BE PRINTED ON CARDS IN LARGE, CLEAR TYPE AND SHALL BE DISTRIBUTED TO THE ELECTION BOARDS TO BE PROMINENTLY DISPLAYED IN EACH POLLING PLACE. THE CLERK SHALL PROVIDE BOOTHS AT EACH POLLING PLACE WITH APPROPRIATE SUPPLIES AND CONVENIENCES TO ENABLE EACH VOTER TO MARK HIS BALLOT SCREENED FROM OBSERVATION. BALLOT BOXES SHALL BE PLACED OUTSIDE THE VOTING BOOTHS IN PLAIN VIEW OF THE ELECTION OFFICIALS, VOTERS AND OTHER PERSONS AT THE POLLING PLACE.

- C.] The clerk may contract for the provision of specialized election materials and supplies without obtaining competitive bids. These specialized materials and supplies shall include, but not be limited to, the official borough voter pamphlet, election envelopes for absentee and questioned voting, election signs, election software, computer equipment and voting booths

SECTION 6. That KPB 4.10.130 is hereby amended as follows:

4.10.130. Election expenses.

- A. The borough shall pay all necessary expenses relating to the conduct of each borough election except as provided below for service area special elections. Special elections held at the request of a service area and for the primary benefit of the residents of that service area shall be paid for by the service area requesting the special election. Necessary expenses shall include those associated with conducting the election. [SECURING

POLLING PLACES, AND SHALL PROVIDE BALLOT BOXES, BALLOTS, VOTING BOOTHS OR SCREENS, NATIONAL FLAGS, AND OTHER SUPPLIES AND ANY WAGES TO ELECTION OFFICIALS UNLESS OTHERWISE PROVIDED BY THIS CODE]

- B. The borough or the service area as applicable shall pay each election board member and canvass board member an hourly rate for time spent at his election duties, including the receiving of instructions and posting of notices. The election supervisor shall set the hourly compensation to be paid for time spent by election officials at a rate comparable to that paid by the state for state elections. The clerk shall retain a record for auditing and payment of election expenses, including the cost of giving notice, renting [POLLING PLACES] vote centers, paying election officials, securing ballot [BOXES] receiving sites, booths and other election necessities.

SECTION 7. That KPB 4.10.140 is hereby amended as follows:

4.10.140. Preservation of election ballots, papers and materials.

The clerk shall preserve all precinct election certificates, tallies, and registers, receipts for ballots, all voted ballots and declarations of candidacy filed [FOR ONE YEAR AFTER THE ELECTION] for one month after the election is certified, unless the election is contested. If the election is contested these records shall be preserved for one month after the election contest is resolved and the election is certified. These materials may be destroyed after their retention period has lapsed unless their destruction is stayed by an order of the court. Certificates of the canvass board are to be preserved as permanent records.

SECTION 8. That KPB 4.20.010 is hereby amended as follows:

4.20.010. Voter qualifications.

- A. A person is qualified to vote in borough-wide elections who:
1. is a citizen of the United States;
 2. [HAS PASSED HIS] is at least 18 years old [BIRTHDAY OR IS SUCH OTHER AGE AS PRESCRIBED BY LAW FOR VOTING IN STATE ELECTIONS];
 3. has been a resident of the borough and the precinct in which the voter is qualified to vote [HE VOTES] as provided by the state election code and this chapter;
 4. is registered to vote as required by the state election code in state elections at least 30 days before any election;

5. is registered to vote in state elections at a residence address within the borough at least 30 days before the borough election at which the person seeks to vote.
- B. A person [IS QUALIFIED TO VOTE IN ASSEMBLY ELECTIONS IF HE] that meets the requirements of Section 4.20.010(A) and has been a resident of the assembly district in which [he] the individual seeks to vote for at least 30 days immediately preceding the election is qualified to vote in assembly elections.
- C. A person [IS QUALIFIED TO VOTE IN A SERVICE AREA ELECTION IF HE] that meets the requirements of Section 4.20.010(A) and has [IN ADDITION] been a resident of the service area in which [HE] the individual seeks to vote for at least 30 days immediately preceding the election is qualified to vote in a service are election.

SECTION 9. That KPB 4.20.020 is hereby amended as follows:

4.20.020. Rules for determining residence of voter.

For the purpose of determining residence for voting, the place of residence is governed by the following rules:

- A. The residence of a person is that place in which habitation is fixed, and to which, whenever [HE IS] absent [, HE HAS] the person has an intention to return. If a person resides in one place but does business in another, the former is the person's place of residence. Temporary camps do not constitute a dwelling place.
- B. A change of residence is made only by the act of removal joined with the intent to remain in another place. There can only be one residence.
- C. A person does not gain or lose [HIS] residence solely by reason of [HIS]presence while employed in the service of the United States or of this state, or while a student of an institution or asylum at public expense, or while confined in a public prison or while residing upon an Indian or military reservation, or while residing at the Alaska Pioneers Home.
- D. No member of the armed forces of the United States, [HIS]or that individual's spouse or [HIS]a dependent, is a resident of this state solely by reason of being stationed in the state.
- E. A person does not lose [HIS]residence for purposes of this section if the individual travels [IF HE LEAVES HIS HOME AND GOES] to another country, state, or place within this state for temporary purposes only. [AND WITH THE INTENTION OF RETURNING.]

- F. A person does not gain [A] residence [IN A PLACE TO WHICH HE COMES] without a present intent to establish a permanent dwelling there.
- G. A person [LOSES HIS RESIDENCE IN THIS STATE IF HE] who votes in an election held in another state loses residence in this state, unless upon return that person reestablishes residence in this state[, AND HAS NOT UPON HIS RETURN REGAINED HIS RESIDENCE IN THIS STATE] under the provisions of this chapter and state law.
- H. The term of residence is computed by including the day on which the person's residence commences and by excluding the day of the election.

SECTION 10. That KPB 4.20.030 is hereby amended as follows:

4.20.030. Registration.

- [A.] [NO PERSON MAY VOTE IN AN ELECTION UNLESS HE IS] Only a qualified voter under the Alaska State Constitution and laws of Alaska, [AND H]as prescribed by this chapter, who [AND] has registered as required by the state election code and KPB 4.20.010 may vote in an election.
- [B.] THE PRECINCT ELECTION OFFICIALS AT ANY ELECTION SHALL ALLOW A PERSON TO VOTE WHOSE NAME IS ON THE OFFICIAL REGISTRATION LIST FOR THAT PRECINCT AND WHO IS QUALIFIED UNDER THIS CHAPTER AND AS 15.05. A PERSON WHOSE NAME IS NOT ON THE OFFICIAL REGISTRATION LIST SHALL BE ALLOWED TO VOTE A QUESTIONED BALLOT.]

SECTION 11. That KPB 4.30.030 is hereby amended as follows:

4.30.030. Public official financial disclosure statements.

- A. Candidates for elective borough office [AND DECLARED WRITE-IN CANDIDATES] shall file a public official financial disclosure statement with the [BOROUGH]clerk as required by the provisions of AS 39.50 at the time of filing a declaration of candidacy. The name of the candidate shall be placed on the ballot by the [BOROUGH]clerk only after the candidate has complied with this requirement. This subsection does not apply to candidates for service area boards. Declared write-in candidates shall file a public official financial disclosure statement with the [BOROUGH] clerk as required by the provisions of AS 39.50 at the time of filing a declaration of candidacy.

- B. Each candidate also shall file the name and address of the campaign treasurer with the Alaska Public Offices Commission no later than 7 days after the date of filing for office. The name of the candidate shall be placed on the ballot by the [BOROUGH]clerk only after the candidate has complied with this requirement.

SECTION 12. That KPB 4.40.020 is hereby amended as follows:

4.40.020. Preparation and distribution.

- A. The clerk shall obtain the printing of all ballots for borough elections. The clerk shall possess the printed ballots at least [15]21 days before each regular election and at least 15[0] days before each special and run-off election. At that time, the ballots may be inspected by any candidate whose name is on the ballot, or by his authorized agent, and any discovered mistake shall be corrected immediately.
- B. The clerk may contract for the preparation and printing of the ballots without obtaining competitive bids.
- [C. THE CLERK SHALL ARRANGE FOR DELIVERY OF BALLOTS TO EACH ELECTION BOARD PRIOR TO OR ON THE DATE OF THE ELECTION BEFORE THE OPENING OF THE POLLS. THE BALLOTS SHALL BE DELIVERED IN SEPARATE CONTAINERS, WITH THE NUMBER OF BALLOTS ENCLOSED IN EACH CONTAINER CLEARLY MARKED ON THE OUTSIDE OF IT. A RECEIPT FOR EACH PACKAGE SHALL BE TAKEN FROM THE ELECTION BOARD TO WHICH IT IS DELIVERED.]

SECTION 13. That KPB 4.40.030 is hereby amended as follows:

4.40.030. Sample ballots

The clerk shall obtain the printing of sample ballots. Sample ballots shall be clearly labeled "Sample Ballot." [SAMPLE BALLOTS SHALL BE DELIVERED TO THE ELECTION BOARD IN EACH PRECINCT.] Sample ballots shall be made available at vote centers.

SECTION 14. That KPB 4.50 is hereby amended as follows:

CHAPTER 4.50. [OPERATION OF POLLS] ELECTIONS BY MAIL

4.50.010. Election officials.

- A. Before each election, the clerk, subject to approval by the assembly, shall appoint election officials. [AT LEAST 3 JUDGES IN EACH PRECINCT. THE CLERK SHALL DESIGNATE ONE ELECTION JUDGE FROM EACH PRECINCT AS THE CHAIRMAN, WHO SHALL BE PRIMARILY RESPONSIBLE FOR ADMINISTERING THE ELECTION IN THAT PRECINCT.]
- [B. THE BOROUGH CLERK MAY APPOINT CLERKS AND COUNTERS AT ANY POLLING PLACE WHERE THEY ARE NEEDED TO CONDUCT AN ORDERLY ELECTION AND TO RELIEVE THE ELECTION JUDGES OF UNDUE HARDSHIP.]
- B[C]. If any appointed election official is not able or refuses to serve [ON ELECTION DAY], the clerk may appoint a replacement for that official.
- [D. EACH ELECTION OFFICIAL SERVING AT A PRECINCT POLLING PLACE MUST BE A QUALIFIED VOTER AND, IF POSSIBLE, A RESIDENT WITHIN THE PRECINCT FOR WHICH HE IS APPOINTED.]
- C[E]. All election [JUDGES, CLERKS AND COUNTERS] officials before entering upon their duties must subscribe to the oath required of all public officers by the Constitution of the State of Alaska in the manner prescribed by the clerk.
- D[F]. Candidates shall not serve as election officials. Certain familial relationships may not exist between a candidate and [A PRECINCT ELECTION JUDGE]an election official[ELECTION CLERK, OR MEMBER OF A BALLOT COUNTING TEAM]in regular, run-off or special elections. Those familial relationships are:
1. Mother, mother-in-law, stepmother;
 2. Father, father-in-law, stepfather;
 3. Sister, sister-in-law, stepsister;
 4. Brother, brother-in-law, stepbrother;
 5. Spouse; or
 6. Person sharing the same living quarters.

E[G]. If the [ELECTION SUPERVISOR]clerk knows or learns that any of these relationships exist, the [PRECINCT ELECTION JUDGE, ELECTION CLERK, OR MEMBER OF THE BALLOT COUNTING TEAM]election official shall be notified and replaced.

4.50.015. [ABSENTEE B] By-mail precincts.

A. All Precincts within the Kenai Peninsula Borough shall be designated as [WHERE THE VOTER TURNOUT WAS LESS THAN 200 VOTERS AT THE LAST REGULAR ELECTION MAY BE DESIGNATED AS "ABSENTEE] "by-mail" precincts [BY RESOLUTION OF THE ASSEMBLY. IN THOSE PRECINCTS, NO ELECTION WORKERS SHALL BE APPOINTED]. The procedures [OUTLINED IN CHAPTER 4.120 SHALL BE FOLLOWED WITH THE FOLLOWING EXCEPTIONS] shall be as follows:

1. that ballots shall be sent to each registered voter in the precinct on or before the [15th]21st day prior to the regular election and 15th day prior to a run-off election; and
2. that voted ballots must be postmarked on or before midnight of election day and received by the clerk no later than the Tuesday following the election.

B. Voters wishing to vote [ABSENTEE] in person may do so at any designated [ABSENTEE VOTING SITE] vote center.

[C. ANY PRECINCT DESIGNATED AS AN "ABSENTEE BY-MAIL" PRECINCT IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION A, ABOVE, WILL REMAIN AN "ABSENTEE BY-MAIL" PRECINCT UNTIL SUCH TIME AS THE "ABSENTEE BY-MAIL" STATUS IS REMOVED BY RESOLUTION OF THE ASSEMBLY.]

[4.50.020. OPENING OF POLLING PLACE.

A. ON THE DAY OF THE ELECTION, EACH ELECTION BOARD SHALL OPEN THE POLLS FOR VOTING AT 7:00 A.M., SHALL CLOSE THE POLLS FOR VOTING AT 8:00 P.M., AND SHALL KEEP THE POLLS CONTINUOUSLY OPEN DURING THE TIME BETWEEN THOSE HOURS. THE ELECTION BOARD SHALL REPORT TO THE POLLING PLACE BY 6:30 A.M. SO THAT VOTING WILL START PROMPTLY AT 7:00 A.M. THE CHAIRMAN OF THE ELECTION BOARD SHALL ROTATE TIMES AT WHICH ELECTION JUDGES, BOARD MEMBERS, AND CLERKS MAY BE RELIEVED FOR

BREAKS OR MEALS; PROVIDED, HOWEVER, THAT AT ALL TIMES AT LEAST 2 JUDGES FROM THE ELECTION BOARD ARE PRESENT AT THE POLLING PLACE.

- B. BEFORE ISSUING ANY BALLOTS, THE ELECTION BOARD MUST, IN THE PRESENCE OF ANY PERSONS ASSEMBLED AT THE POLLING PLACE, OPEN AND EXHIBIT THE BALLOT BOX TO BE USED AT THE POLLING PLACE. THE BALLOT BOX THEN SHALL BE CLOSED AND SHALL NOT BE OPENED AGAIN OR REMOVED FROM THE POLLING PLACE UNTIL THE POLLS HAVE CLOSED.]

4.50.025. Procedures for conducting elections by mail.

- A. The clerk shall mail by non-forwardable mail an official ballot package with a return identification envelope addressed to the Clerk's Office and a secrecy sleeve. The ballot, return envelope, and secrecy envelope shall be mailed no later than the 21st day before the date of a regular or special election and no later than the 15th day before the date of a runoff election. The ballot shall be sent to the address stated on the official registration list unless
1. the voter has notified the clerk in writing of a different address to which the ballot should be sent; or
 2. the address on the official registration list has been identified as being an undeliverable (UN) address or is in the condition of purge notice (PN).
- B. On receipt of any ballot described in this section, the voter shall mark the ballot, sign the return identification envelope supplied with the ballot, and comply with the instructions provided with the ballot. The voter may return the marked ballot to the Clerk's Office by return mail or by depositing the ballot at any place of deposit designated by the clerk. The ballot must be returned in the identified envelope. A ballot must be received by the clerk or at a place of deposit designated by the clerk, not later than the end of the period determined under regulations established by the clerk.

[4.50.030. VOTER REGISTRATION.

THE JUDGES SHALL KEEP AN ORIGINAL REGISTER OR REGISTERS IN WHICH EACH VOTER BEFORE RECEIVING HIS BALLOT SHALL SIGN HIS NAME AND GIVE BOTH HIS RESIDENCE AND MAILING ADDRESS. A RECORD SHALL BE KEPT IN THE REGISTRATION BOOK, IN A SPACE PROVIDED, OF THE NAMES OF PERSONS WHO OFFER TO VOTE BUT WHO ACTUALLY DO NOT VOTE, AND A BRIEF STATEMENT OF EXPLANATION. THE SIGNING OF THE REGISTER CONSTITUTES A

DECLARATION BY THE VOTER THAT HE IS QUALIFIED TO VOTE. IF ANY ELECTION OFFICIAL PRESENT BELIEVES THE VOTER IS NOT QUALIFIED, HE MAY QUESTION THE VOTE IN ACCORDANCE WITH THE PROVISIONS OF THIS TITLE.]

[4.50.040. VOTER IDENTIFICATION AT POLLS.

- A. BEFORE BEING ALLOWED TO VOTE, EACH VOTER SHALL EXHIBIT TO AN ELECTION OFFICIAL ONE FORM OF IDENTIFICATION, INCLUDING BUT NOT LIMITED TO AN OFFICIAL VOTER REGISTRATION CARD, DRIVER'S LICENSE, PASSPORT, OR HUNTING OR FISHING LICENSE.
- B. AN ELECTION OFFICIAL MAY WAIVE THE IDENTIFICATION REQUIREMENT IF THE ELECTION OFFICIAL KNOWS THE IDENTITY OF THE VOTER.
- C. A VOTER WHO CANNOT EXHIBIT A SATISFACTORY FORM OF IDENTIFICATION SHALL BE ALLOWED TO VOTE A QUESTIONED BALLOT.]

[4.50.050. PERSONS NOT ON OFFICIAL REGISTRATION LIST.

IF A PERSON'S NAME DOES NOT APPEAR ON THE OFFICIAL REGISTRATION LIST IN THE PRECINCT IN WHICH THE PERSON SEEKS TO VOTE, THE PERSON MAY VOTE A QUESTIONED BALLOT.]

[4.50.060. PROVIDING BALLOT TO VOTER.

WHEN A VOTER HAS QUALIFIED TO VOTE, THE ELECTION OFFICIAL SHALL GIVE THE VOTER AN OFFICIAL BALLOT. THE VOTER SHALL RETIRE TO A BOOTH OR PRIVATE PLACE TO MARK THE BALLOT.]

[4.50.070. ASSISTING VOTER.

A QUALIFIED VOTER WHO CANNOT READ, MARK THE BALLOT, OR SIGN HIS NAME MAY REQUEST AN ELECTION OFFICIAL OR NOT MORE THAN TWO PERSONS OF HIS CHOICE TO ASSIST HIM. IF THE ELECTION OFFICIAL IS REQUESTED, HE SHALL ASSIST THE VOTER. IF ANY OTHER PERSON IS REQUESTED, THE PERSON SHALL STATE UPON OATH BEFORE THE ELECTION OFFICIAL THAT HE WILL NOT DIVULGE THE VOTE CAST BY THE PERSON WHOM HE ASSISTS.]

[4.50.080. SPOILED BALLOTS.

THE ELECTION SUPERVISOR SHALL SPECIFY UNIFORM PROCEDURES FOR REPLACEMENT, REGISTRATION AND DISPOSITION OF SPOILED

BALLOTS. THESE UNIFORM PROCEDURES SHALL BE PROVIDED IN WRITING TO THE ELECTION JUDGES.]

[4.50.090. PLACING BALLOT IN BALLOT BOX.

WHEN THE VOTER HAS MARKED THE BALLOT, THE VOTER SHALL INFORM THE ELECTION OFFICIAL. THE CLERK MAY REQUIRE THAT THE VOTER RETURN THE BALLOT TO THE ELECTION OFFICIAL TEMPORARILY SO THAT ANY STUB WHICH MAY BE PART OF THE BALLOT MAY BE REMOVED BY THE ELECTION OFFICIAL. ANY SUCH REQUIREMENT SHALL PROTECT THE SECRECY OF THE BALLOT. IN ALL CASES THE BALLOT SHALL BE DEPOSITED IN THE BALLOT BOX BY THE VOTER IN THE PRESENCE OF THE ELECTION OFFICIAL UNLESS THE VOTER REQUESTS THE ELECTION OFFICIAL TO DEPOSIT THE BALLOT.]

[4.50.100. QUESTIONING PROCEDURE.

- A. IF THE POLLING PLACE OF A VOTER IS IN QUESTION, THE VOTER SHALL VOTE A QUESTIONED BALLOT AFTER COMPLYING WITH SUBSECTION C.
- B. EVERY ELECTION OFFICIAL AND ELECTION JUDGE SHALL QUESTION, AND EVERY WATCHER AND ANY OTHER PERSON QUALIFIED TO VOTE IN THE PRECINCT, OR QUALIFIED TO VOTE IN THE PARTICULAR ELECTION INVOLVING LESS THAN AN ENTIRE PRECINCT IN THE CASE OF SERVICE AREAS, MAY QUESTION A PERSON ATTEMPTING TO VOTE IF THE QUESTIONER HAS GOOD REASON TO SUSPECT THAT THE QUESTIONED PERSON IS NOT QUALIFIED TO VOTE IN THE ELECTION. ALL QUESTIONS REGARDING A PERSON'S QUALIFICATIONS TO VOTE SHALL BE MADE IN WRITING, SETTING OUT THE REASON THAT THE PERSON HAS BEEN QUESTIONED.
- C. THE QUESTIONED PERSON, BEFORE VOTING, SHALL SUBSCRIBE TO AN OATH OR AFFIRMATION ON A FORM PROVIDED BY THE ELECTION OFFICIAL ATTESTING TO THE FACT THAT IN EACH PARTICULAR THE PERSON MEETS ALL THE QUALIFICATIONS OF A VOTER, IS NOT DISQUALIFIED, AND HAS NOT VOTED AT THE SAME ELECTION. IF THE QUESTION IS TO RESIDENCE WITHIN THE PRECINCT OR VOTING AREA, THE PERSON SHALL ALSO STATE THE PLACE FROM WHICH THAT PERSON CAME IMMEDIATELY BEFORE LIVING IN THE PRECINCT WHERE OFFERING TO VOTE AND THE LENGTH OF TIME OF RESIDENCE IN THE FORMER PLACE. AFTER THE

QUESTIONED PERSON HAS EXECUTED THE OATH OR AFFIRMATION, THE PERSON MAY VOTE. IF THE QUESTIONED PERSON REFUSES TO EXECUTE THE OATH OR AFFIRMATION, THE PERSON SHALL NOT VOTE.

- D. A VOTER WHO CASTS A QUESTIONED BALLOT SHALL VOTE HIS BALLOT IN THE SAME MANNER AS PRESCRIBED FOR OTHER VOTERS. AFTER THE ELECTION OFFICIAL OR JUDGE REMOVES THE NUMBERED STUB FROM THE BALLOT, THE VOTER SHALL INSERT THE BALLOT INTO A SMALL ENVELOPE AND PUT THE SMALL ENVELOPE INTO A LARGER ENVELOPE ON WHICH THE STATEMENT HE PREVIOUSLY SIGNED IS LOCATED. THESE LARGER ENVELOPES SHALL BE SEALED AND DEPOSITED IN THE BALLOT BOX. WHEN THE BALLOT BOX IS OPENED, THESE ENVELOPES SHALL BE SEGREGATED, COUNTED, COMPARED TO THE VOTING LIST, AND DELIVERED TO THE ELECTION CANVASSING BOARD. THE ELECTION CANVASSING BOARD SHALL REVIEW AND JUDGE THE APPLICABILITY OF QUESTIONED BALLOTS IN ACCORDANCE WITH SECTIONS 4.90.020 AND 4.90.030.]

[4.50.110. CLOSING OF THE POLLS.

- A. FIFTEEN MINUTES BEFORE THE CLOSING OF THE POLLS, AND AT THE TIME OF CLOSING THE POLLS, AN ELECTION OFFICIAL SHALL ANNOUNCE BOTH THE DESIGNATED CLOSING TIME AND THE ACTUAL TIME AT WHICH THE ANNOUNCEMENT IS MADE. FAILURE TO MAKE THE ANNOUNCEMENT AT 15 MINUTES BEFORE CLOSING TIME SHALL NOT IN ANY WAY INVALIDATE THE ELECTION OR EXTEND THE TIME FOR CLOSING OF THE POLLS. AFTER CLOSING, NO PERSON WILL BE ALLOWED TO ENTER THE POLLING PLACE FOR PURPOSES OF VOTING. EVERY QUALIFIED VOTER PRESENT AND IN LINE AT THE TIME PRESCRIBED FOR CLOSING THE POLLS MAY VOTE.
- B. WHEN THE POLLS ARE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL ACCOUNT FOR ALL BALLOTS BY COMPLETING A BALLOT STATEMENT CONTAINING, IN A MANNER PRESCRIBED BY THE CLERK, THE NUMBER OF OFFICIAL BALLOTS SUPPLIED.
- C. THE ELECTION BOARD SHALL COUNT THE NUMBER OF QUESTIONED BALLOTS AND SHALL COMPARE THAT NUMBER TO THE NUMBER OF QUESTIONED VOTERS IN THE REGISTER. DISCREPANCIES SHALL BE NOTED ON THE BALLOT STATEMENT.]

[4.50.120. VOTERS IN LINE WHEN POLLS CLOSE.

EVERY QUALIFIED VOTER PRESENT AND IN LINE AT THE TIME PRESCRIBED FOR CLOSING THE POLLS MAY VOTE.]

[4.50.130. PROHIBITIONS.

- A. DURING THE HOURS THAT THE POLLS ARE OPEN, NO ELECTION OFFICIAL MAY DISCUSS ANY POLITICAL PARTY, CANDIDATE OR ISSUE WHILE ON DUTY.
- B. DURING THE HOURS THE POLLS ARE OPEN, NO PERSON WHO IS IN THE POLLING PLACE OR WITHIN 200 FEET OF ANY ENTRANCE TO THE POLLING PLACE MAY ATTEMPT TO PERSUADE A PERSON TO VOTE FOR OR AGAINST A CANDIDATE, PROPOSITION OR QUESTION. NOR MAY ANY PERSON CONDUCT OTHER POLITICAL ACTIVITIES THAT MAY PERTAIN TO ANY FUTURE ELECTION OR POTENTIAL BALLOT PROPOSITION. FOR THE PURPOSES OF THIS SECTION, THE ENTRANCE TO A POLLING PLACE THAT IS IN A SCHOOL IS THE ENTRANCE TO THE SCHOOL BUILDING. THE ELECTION BOARD SHALL POST WARNING NOTICES IN THE FORM AND MANNER PRESCRIBED BY THE CLERK.
- C. NO VOTER MAY EXHIBIT A BALLOT TO AN ELECTION OFFICIAL OR ANY OTHER PERSON SO AS TO ENABLE ANY PERSON TO ASCERTAIN HOW THE VOTER MARKED THE BALLOT, EXCEPT AS PROVIDED IN SECTION 4.50.070.
- D. WHILE THE POLLS ARE OPEN NO ELECTION OFFICIAL MAY OPEN ANY BALLOT RECEIVED FROM A VOTER, MARK A BALLOT BY FOLDING OR OTHERWISE SO AS TO BE ABLE TO RECOGNIZE IT, OR OTHERWISE ATTEMPT TO LEARN HOW A VOTER MARKED A BALLOT, OR ALLOW THE SAME TO BE DONE BY ANOTHER PERSON.
- E. RESERVED.
- F. NO PERSON MAY LEAVE THE POLLING PLACE WITH THE OFFICIAL BALLOT THAT THE PERSON RECEIVED TO MARK.]

[4.50.140. UNUSED BALLOTS.

THE NUMBERS OF ALL BALLOTS NOT ISSUED SHALL BE RECORDED AND THEN ALL SUCH BALLOTS SHALL BE DISPOSED OF AS

INSTRUCTED BY THE CLERK BEFORE THE BALLOT BOX IS OPENED. THE NUMBERS OF BALLOTS DAMAGED BY VOTERS AND REPLACED BY ELECTION OFFICIALS SHALL ALSO BE RECORDED. THE RECORD OF BALLOTS NOT ISSUED AND BALLOTS DAMAGED AND REPLACED SHALL BE PRESERVED FOR 60 DAYS UNLESS THE ELECTION IS CONTESTED.]

SECTION 15. That KPB 4.70.020, .030, 040 .070 are hereby amended and KPB 4.70.100 is hereby deleted as follows:

4.70. BALLOT COUNTING PROCEDURES

4.70.020. Commencement of ballot count.

- [A. FOR COUNTING OF PAPER BALLOTS, WHEN THE POLLS ARE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL IMMEDIATELY PROCEED TO OPEN THE BALLOT BOX, SEPARATE THE QUESTIONED BALLOT ENVELOPES FROM OTHER BALLOTS AND THEN PROCEED TO COUNT THE VOTES CAST. IN ALL CASES THE ELECTION BOARD SHALL CAUSE THE COUNT TO BE CONTINUED WITHOUT ADJOURNMENT UNTIL THE COUNT IS COMPLETE. THE CLERK MAY AUTHORIZE THE APPOINTMENT OF COUNTERS TO ASSIST IN THE COUNTING OF BALLOTS. BEFORE UNDERTAKING THE DUTIES OF THE OFFICE, EACH COUNTER SHALL SUBSCRIBE TO AN OATH TO HONESTLY, FAITHFULLY, IMPARTIALLY AND PROMPTLY CARRY OUT THE DUTIES OF THE POSITION. AN ELECTION JUDGE MAY ADMINISTER THE OATH. IF AN APPOINTED COUNTER FAILS TO APPEAR AND SUBSCRIBE TO THE OATH AT THE TIME DESIGNATED BY THE CLERK, THE ELECTION BOARD MAY APPOINT ANY QUALIFIED VOTER TO FILL THE VACANCY.]
- [B. IN OPTICAL SCAN OR OTHER COMPUTER-READ OR ELECTRONIC BALLOT PRECINCTS, WHEN THE POLLS HAVE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL IMMEDIATELY TRANSMIT ELECTION RESULTS TO THE CLERK FOLLOWING THE WRITTEN INSTRUCTIONS PROVIDED TO EACH PRECINCT. ONCE THE ELECTION RESULTS HAVE BEEN TRANSMITTED, THE ELECTION BOARD SHALL OPEN THE BALLOT BOX, SEPARATE QUESTIONED AND WRITE-IN BALLOTS FROM OTHER BALLOTS CAST, PLACE ALL BALLOTS IN THE TAMPER PROOF CONTAINERS PROVIDED, AND PROCEED WITH THE BALLOT ACCOUNTABILITY AND POLL CLOSING PROCEDURES PROVIDED BY THE CLERK.

Upon receipt of voted ballot packages the election official will verify that the voter has provides at least one identifier, signed the envelope and that the signature has been witnessed. If the ballot package is complete and valid the package will be sorted by precinct and the ballot and identifying envelope will be separated. The ballot will proceed to be scanned and counted. The unofficial results will not be tallied until the end of the designated election period.

4.70.030. General procedure for ballot count.

- [A.] The election supervisor may issue rules prescribing the manner in which the precinct ballot count is accomplished so as to assure accuracy in the count and to expedite the process. The election board shall account for all ballots by completing a ballot statement containing (1) the number of official ballots received; (2) the number of official ballots voted; (3) the number of official ballots spoiled; (4) the number of official ballots unused and destroyed. [THE BOARD SHALL COUNT THE NUMBER OF QUESTIONED BALLOTS AND SHALL COMPARE THAT NUMBER TO THE NUMBER OF QUESTIONED VOTERS IN THE REGISTER.] Discrepancies shall be noted and the numbers included in the certificate prescribed by the [ELECTION SUPERVISOR] clerk. When hand counting ballots, the election [BOARD] official shall count the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for mailing may have a marking device in hand or remove a ballot from the immediate vicinity [OF THE POLLS].
- [B.] BALLOTS MAY NOT BE COUNTED BEFORE 8:00 P.M., LOCAL TIME, ON THE DAY OF THE ELECTION.]

4.70.040. Rules for counting hand-marked ballots.

- A. The election [BOARD] officials shall count hand-marked ballots according to the following rules:
1. A voter may mark his ballot with a cross mark, "X" mark, diagonal, horizontal or vertical mark, solid mark, star, circle, asterisk, check or plus sign using the marking device provided at the [POLLING PLACE] vote center or with any black-inked marker. The marks will be counted only if they are clearly spaced in the square opposite the name of the candidate the voter desires to designate.
 2. A failure to properly mark a ballot as to one or more candidates does not itself invalidate the entire ballot.

3. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
 4. If a voter marks more names than there are persons to be elected to the office, the votes for candidates for that office shall not be counted.
 5. The mark specified in subsection 1 of this section shall be counted only if it is substantially inside the square provided, or touching the square so as to indicate clearly that the voter intended the particular square marked.
 6. Improper marks on the ballot shall not be counted and shall not invalidate marks for candidates properly marked.
 7. An erasure or correction invalidates only that section of the ballot in which it appears.
- B. The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot may not be counted unless marked in compliance with these rules.

4.70.070. Tally of votes.

- [A.] Tally of votes cast by paper ballots. The [ELECTION SUPERVISOR] clerk shall issue instructions and shall provide forms and supplies for the tally of votes cast by paper ballot so as to assure accuracy and to expedite the process. The election board shall canvass and count the votes according to the rules for determining marks on ballots prescribed in [SECTION] KPB 4.70.040. The election board shall canvass the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for delivery to the election supervisor may remove a ballot from the immediate vicinity of the polls or have a marking device in hand.
- [B. [RESERVED.]]

[4.70.100. OTHER BALLOT COUNTING SYSTEMS AUTHORIZED.

NOTHING IN THIS TITLE PROHIBITS THE USE OF OTHER BALLOT COUNTING SYSTEMS WHICH HAVE BEEN APPROVED FOR USE IN STATE ELECTIONS. THE ELECTION SUPERVISOR, SUBJECT TO ANY FURTHER APPROVAL AS MAY BE REQUIRED BY LAW, MAY

PRESCRIBE RULES FOR THE USE OF THESE SYSTEMS OR MAY ADOPT SUCH RULES, REGULATIONS AND PROCEDURES AS HAVE BEEN ADOPTED BY THE STATE FOR USE IN STATE ELECTIONS.]

SECTION 16. That the KPB 4.80 title and sections 4.80.030, .060, .080, .095, are hereby amended, and sections 4.80.120, .130, .140 and .150 are hereby enacted as follows:

4.80. ABSENTEE AND VOTE CENTER VOTING

4.80.030. - Eligibility.

Any qualified voter may vote [AN ABSENTEE BALLOT]at a vote center for the precinct in which [HE] the voter resides and is registered if [HE]the voter was unable to vote by mail whether inside the borough or not. [(1) IF HE BELIEVES HE WILL BE UNAVOIDABLY ABSENT FROM HIS VOTING PRECINCT ON ELECTION DAY, WHETHER INSIDE THE BOROUGH OR NOT, OR (2) IF HE WILL BE UNABLE TO BE PRESENT AT THE POLLS BECAUSE OF PHYSICAL DISABILITY.]

4.80.060. [ABSENTEE]Vote center voting—In person.

- A. A qualified voter may apply in person for an absentee ballot at the office of the [BOROUGH] clerk during regular office hours, or the voter may apply to the nearest city clerk's office or [ABSENTEE VOTING]election official [IN HIS AREA]during regular office hours.
- B. On receipt of an application in person for an absentee ballot and exhibition of proof of identification as required in this title, the [CLERK]election official shall issue the ballot to the applicant.
- C. The voter shall proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope in the presence of the election official who shall sign as attesting official and date [HIS]ofthe signature. The election official shall then accept the ballot.
- D. The election official may not accept a marked ballot that has been exhibited by an absentee voter with intent to influence other voters. If the [ABSENTEE] voter improperly marks or otherwise damages a ballot, the voter may request, and the election official shall provide [HIM]the voter with another ballot up to a maximum of three. Exhibited, improperly marked, or damaged ballots shall be destroyed. The numbers of all ballots destroyed shall be noted on the ballot statement.

- E. Each [ABSENTEE VOTING]election official shall keep a record of the names and the signatures of voters who cast absentee ballots before [HIM]the election official and the dates on which the ballots were cast.
- F. Fifteen minutes before the closing of the vote center, and at the time of closing the voter center, an election official shall announce both the designated closing time and the actual time at which the announcement is made. Failure to make the announcement at 15 minutes before closing time shall not in any way invalidate the election or extend the time for closing of the voter center. After closing, no person will be allowed to enter the voter center for purposes of voting. Every qualified voter present and in line at the time prescribed for closing the voter center may vote.
- G. When the voter centers are closed and the last vote has been cast, the election official shall account for all ballots by completing a ballot statement containing, in a manner prescribed by the clerk, the number of official ballots supplied.

4.80.080. Absentee voting—By electronic transmission.

...

- B. A ballot electronically transmitted shall contain a copy of the ballot to be used at the election in a form suitable for transmission. A photocopy of the computerized ballot card to be used by persons voting in person at the [POLLING PLACES] vote center is acceptable.

...

- E. A voter who returns the absentee ballot by electronic transmission must comply with the same deadlines as for voting in person on or before the closing hour of the [polls] vote centers.

...

4.80.095. Special needs voting.

A qualified voter with a disability who, because of that disability, is unable to go to [a polling place] a voter center to vote may vote a special needs ballot. Special needs ballots shall be issued and accounted for in accordance with the rules adopted by the state for use in state elections and in effect at the time of the local election.

4.80.120. Prohibitions.

- A. During the hours that the vote centers are open, no election official may discuss any political party, candidate or issue while on duty.

- B. During the hours the vote centers are open, no person who is in the voter center or within 200 feet of any entrance to the voter center may attempt to persuade a person to vote for or against a candidate, proposition or question. Nor may any person conduct other political activities that may pertain to any future election or potential ballot proposition. The election official shall post warning notices in the form and manner prescribed by the clerk.
- C. No voter may exhibit a ballot to an election official or any other person so as to enable any person to ascertain how the voter marked the ballot, except as provided in this chapter.
- D. While the vote centers are open no election official may open any ballot received from a voter, mark a ballot by folding or otherwise so as to be able to recognize it, or otherwise attempt to learn how a voter marked a ballot, or allow the same to be done by another person.
- E. No person may leave the voter center with the official ballot that the person received to mark.

4.80.130. Assisting voter.

A qualified voter who cannot read, mark the ballot, or provide a signature may request assistance from an election official or not more than two persons of the voter's choice. If the election official is requested, the official shall assist the voter. If any other person is requested, the person providing assistance shall state upon oath before the election official that the voter's ballot will be kept confidential.

4.80.140. Spoiled ballots.

The election supervisor shall specify uniform procedures for replacement, registration and disposition of spoiled ballots. These uniform procedures shall be provided in writing to the election judges.

4.80.150. Placing ballot in ballot box.

When the voter has marked the ballot, the voter shall inform the election official. The clerk may require that the voter return the ballot to the election official temporarily so that any stub which may be part of the ballot may be removed by the election official. Any such requirement shall protect the secrecy of the ballot. In all cases the ballot shall be deposited in the ballot box by the voter in the presence of the election official unless the voter requests the election official to deposit the ballot.

SECTION 17. That a new section KPB 4.90.015 is hereby enacted as follows:

4.90.015. Preparation for counting ballots delivered by mail.

- A. Ballots may not be counted before 8:00 p.m., local time, on the day of the election.
- B. Not sooner than the tenth day before the date of an election, in preparation for counting ballots delivered by mail, the election supervisor may:
 - 1. begin opening return identification and secrecy envelopes of ballots delivered by mail and received; and
 - 2. take any other actions that are necessary to allow the counting of ballots delivered by mail to begin at 8:00 p.m., local time, on election day.

SECTION 18. That KPB 4.90.020 and .040 are hereby amended as follows and KPB 4.90.30 is hereby deleted as follows:

- A. No later than the Monday following each election, the election canvass board shall meet in public session and canvass all election returns. In full view of those present, the election canvass board shall judge the applicability of by mail and absentee [AND QUESTIONED] ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. [THE CANVASS OF THE BALLOT VOTE COUNTED BY THE PRECINCT ELECTION BOARDS SHALL BE ACCOMPLISHED BY REVIEWING THE TALLIES OF THE RECORDED VOTE TO CHECK FOR MATHEMATICAL ERROR BY COMPARING TOTALS WITH THE PRECINCT'S CERTIFICATE OF RESULTS. ALL OBVIOUS ERRORS FOUND BY THE ELECTION CANVASS IN THE TRANSFER OF TOTALS FROM THE PRECINCT TALLY SHEETS TO THE PRECINCT CERTIFICATE OF RESULTS SHALL BE CORRECTED BY THE CANVASS BOARD. A MISTAKE WHICH HAS BEEN MADE IN PRECINCT RETURNS THAT IS NOT CLEARLY AN ERROR IN THE TRANSFER OF THE RESULTS FROM THE TALLIES TO THE CERTIFICATE OF RESULTS EMPOWERS THE CANVASSING BOARD TO RECOMMEND A RECOUNT OF THE RESULTS OF THE PRECINCT OR PRECINCTS FOR THAT PORTION OF THE RETURNS IN QUESTION.]
- B. Upon completion of the canvass, the canvassing board shall prepare a final certificate of the results of votes cast by absentee[, QUESTIONED AND CHALLENGED] ballot[s] and of votes cast by [REGULAR] by mail ballot, and shall prepare a written report of the results to be submitted to the assembly.
- [C. IF ELECTION MATERIALS HAVE NOT BEEN RECEIVED FROM A PRECINCT PRIOR TO COMPLETION OF THE CANVASS, BUT ELECTION RESULTS HAVE BEEN TRANSMITTED BY TELEPHONE, TELEGRAM, RADIO OR ELECTRONIC

TRANSMISSION, THE CANVASSING BOARD SHALL COUNT THE ELECTION RESULTS RECEIVED. IF THE BOROUGH CLERK HAS REASON TO BELIEVE THAT A MISSING PRECINCT CERTIFICATE, IF RECEIVED, WOULD AFFECT THE RESULT OF THE ELECTION, THE CLERK SHALL AWAIT THE RECEIPT OF THE CERTIFICATE UNTIL 2:00 P.M. ON THE TUESDAY FOLLOWING THE ELECTION. IF THE CERTIFICATE IS NOT RECEIVED BY THE CLERK BY 2:00 P.M., TUESDAY, THEN THE CERTIFICATE SHALL NOT BE COUNTED NOR INCLUDED IN THE FINAL CERTIFICATION OF THE CANVASSING BOARD.]

[4.90.030. Procedures for handling questioned ballots.

THE CANVASSING BOARD BY MAJORITY VOTE MAY REFUSE TO ACCEPT THE QUESTION AND COUNT THE BALLOT OF A PERSON PROPERLY QUESTIONED. IF THE BALLOT IS REFUSED, THE CLERK SHALL RETURN A COPY OF THE STATEMENT QUESTIONING THE BALLOT TO THE VOTER, AND SHALL ENCLOSE ALL REJECTED BALLOTS IN A SEPARATE ENVELOPE WITH STATEMENTS OF THE BASIS FOR THE QUESTION. THE ENVELOPE SHALL BE LABELED WITH "REJECTED BALLOTS" AND SHALL BE PRESERVED WITH OTHER VOTED BALLOTS. IF THE BALLOT IS NOT REFUSED, THE LARGE ENVELOPE SHALL BE OPENED, THE SMALLER INNER ENVELOPE SHALL BE PLACED IN A CONTAINER AND MIXED WITH OTHER ABSENTEE BALLOT ENVELOPES OR, IN THE CASE OF COUNTING QUESTIONED BALLOTS, WITH OTHER QUESTIONED BALLOT ENVELOPES. THE MIXED SMALLER ENVELOPES SHALL BE DRAWN FROM THE CONTAINER AND OPENED, AND THE BALLOTS SHALL BE COUNTED ACCORDING TO THE RULES FOR DETERMINING PROPERLY MARKED BALLOTS.]

4.90.040. Voters not on official registration list.

A person whose registration has been cancelled under AS 15.07.130(b) [AND WHO VOTES A QUESTIONED BALLOT] shall not have [THE] their ballot counted.

SECTION 17. That KPB 4.120 is hereby amended by amending the title, enacting KPB 4.120.005, and deleting KPB 4.120.010, .020, .030, .040 and .060 as follows:

CHAPTER 4.120. SPECIAL ELECTIONS [BY MAIL]

4.120.005. Procedure.

The clerk shall conduct special elections in accordance with the procedures set out in this title for a regular election.

**[4.120.010. VOTING BY MAIL—BALLOTS—BALLOT REVIEW—
BALLOT ENVELOPES.**

- A. THE CLERK MAY CONDUCT A SPECIAL ELECTION BY MAIL.
- B. WHEN THE CLERK CONDUCTS A SPECIAL ELECTION BY MAIL, THE CLERK SHALL SEND A BALLOT TO EACH PERSON WHOSE NAME APPEARS ON THE OFFICIAL VOTER REGISTRATION LIST PREPARED UNDER AS § 15.07.125 FOR THAT ELECTION. THE BALLOT SHALL BE SENT TO THE ADDRESS STATED ON THE OFFICIAL REGISTRATION LIST UNLESS THE VOTER HAS NOTIFIED THE CLERK IN WRITING OF A DIFFERENT ADDRESS TO WHICH THE BALLOT SHOULD BE SENT. THE CLERK SHALL SEND BALLOTS BY FIRST CLASS, NONFORWARDABLE MAIL ON OR BEFORE THE 22ND DAY BEFORE THE ELECTION.
- C. THE CLERK SHALL REVIEW BALLOTS VOTED UNDER THIS SECTION UNDER PROCEDURES ESTABLISHED FOR THE REVIEW OF ABSENTEE BALLOTS.
- D. THERE SHALL BE A SMALL BLANK ENVELOPE AND A RETURN ENVELOPE SUPPLIED TO EACH BY-MAIL VOTER. THE RETURN ENVELOPE SHALL HAVE PRINTED UPON IT AN AFFIDAVIT BY WHICH THE VOTER SHALL DECLARE HIS QUALIFICATIONS TO VOTE, FOLLOWED BY PROVISION FOR ATTESTATION BY A PERSON QUALIFIED TO ADMINISTER OATHS OR ONE ATTESTING WITNESS WHO IS AT LEAST 18 YEARS OF AGE. SPECIFIC INSTRUCTIONS FOR VOTING A BY-MAIL BALLOT AND A LIST OF THE APPOINTED ABSENTEE VOTING OFFICIALS, THEIR HOURS AND LOCATIONS, WILL BE MAILED TO EACH VOTER WITH THE BALLOT.

4.120.020. CASTING BALLOTS.

- A. UPON RECEIPT OF A MAIL-IN BALLOT, THE VOTER SHALL CAST HIS BALLOT IN THE MANNER SPECIFIED IN KPB § 4.80.070. IF THE BALLOT IS CAST IN THE CLERK'S OFFICE, THE CLERK SHALL RETAIN IT FOR DELIVERY TO THE CANVAS BOARD. IF THE BALLOT IS CAST IN ANOTHER LOCATION, THE VOTER SHALL RETURN IT BY MAIL TO THE CLERK IMMEDIATELY FOR DELIVERY TO THE CANVAS BOARD.
- B. A VOTER WHO DOES NOT RECEIVE A MAIL-IN BALLOT MAY CAST HIS BALLOT IN PERSON AS SPECIFIED IN KPB § 4.80.060.
- C. A VOTER MAY RETURN THE MAIL-IN BALLOT TO AN ABSENTEE VOTING OFFICIAL AS PROVIDED IN KPB § 4.120.040.

4.120.030. NOTICE OF ELECTION—ELECTION DATE—PUBLIC NOTICE.

- A. THE NOTICE OF ELECTION CALLING FOR THE ELECTION MUST STATE THAT THE ELECTION IS TO BE CONDUCTED BY MAIL AND THAT THERE WILL NO POLLING PLACE OPEN FOR REGULAR IN-PERSON VOTING ON ELECTION DAY. IN A BY-MAIL ELECTION, ELECTION DAY IS THE DEADLINE BY WHICH A VOTER'S BALLOT MUST BE RECEIVED BY THE BOROUGH CLERK.
- B. FOR EACH ELECTION CONDUCTED BY MAIL, THE PUBLIC NOTICE POSTED IN EACH PRECINCT AND THE NOTICE PUBLISHED IN NEWSPAPERS OF GENERAL CIRCULATION IN THE AREA OF THE ELECTION JURISDICTION WILL INCLUDE THE INFORMATION SPECIFIED IN KPB § 4.120.040.

4.120.040. ABSENTEE VOTING OFFICIALS—DUTIES.

- A. THE BOROUGH CLERK MAY, WITH THE APPROVAL OF THE CITY CLERKS IN THE BOROUGH, APPOINT CITY CLERKS OR OTHERS IN THE AREA TO ACT AS ABSENTEE VOTING OFFICIALS. IF NO CITY CLERK IS AVAILABLE OR IF THE CITY CLERK IS UNABLE OR UNWILLING TO ACT AS AN ABSENTEE VOTING OFFICIAL, THE BOROUGH CLERK MAY APPOINT ANY QUALIFIED VOTER TO SERVE AS AN ABSENTEE VOTING OFFICIAL. THE CLERK SHALL SUPPLY ADEQUATE VOTING SUPPLIES AND BALLOTS TO THE ABSENTEE VOTING OFFICIALS. THE CLERK SHALL PROVIDE MODERATE COMPENSATION TO THE ABSENTEE VOTING OFFICIALS TO COVER ADDED EXPENSES OF THE ADMINISTRATION OF THIS SERVICE, WHICH SHALL BE AGREED TO BY THE ABSENTEE VOTING OFFICIALS.
- B. THE DUTIES OF THE ABSENTEE VOTING OFFICIALS SHALL BE AS FOLLOWS:
 - 1. PROVIDE ABSENTEE VOTING IN PERSON ON ANY DATE INCLUDING THE DAY OF THE ELECTION FOLLOWING THE PROCEDURES IN KPB 4.80.060 AND SPECIAL NEEDS VOTING ON ANY DATE INCLUDING THE DAY OF THE ELECTION FOLLOWING THE PROCEDURES IN KPB 4.80.095;
 - 2. SIGN A VOTER'S BY-MAIL OATH AND AFFIDAVIT ENVELOPE AS AN AUTHORIZED ATTESTING OFFICIAL, EXCEPT THAT THE ABSENTEE VOTING OFFICIAL MAY NOT ATTEST HIS OR HER OWN BALLOT;

3. ACCEPT RECEIPT OF A BY-MAIL VOTER'S HAND-DELIVERED BALLOT, WHICH HAS BEEN SWORN TO, ATTESTED AND SEALED IN THE BY-MAIL RETURN ENVELOPE; AND
4. PROVIDE GENERAL VOTER ASSISTANCE, INCLUDING BY NOT LIMITED TO, ASSISTANCE TO A QUALIFIED VOTER WHO CANNOT READ, MARK THE BALLOT, OR SIGN HIS NAME, AND PROVIDING REPLACEMENT BALLOTS TO VOTERS WHO HAVE IMPROPERLY MARKED OR DAMAGED THEIR BALLOTS.
5. DATE-STAMP ALL BALLOTS RECEIVED.
6. PROVIDE FOR THE SECURITY AND SAFEKEEPING OF ALL BALLOTS RECEIVED AND PRESENT THOSE BALLOTS TO THE CLERK FOR CANVASSING. THE BOROUGH CLERK WILL SPECIFY THE MEANS OF RETURNING THE VOTED BALLOTS AND ALL OTHER ELECTION SUPPLIES TO THE BOROUGH.

4.120.060. STORING BALLOTS.

THE CLERK SHALL PROVIDE FOR THE SECURE STORAGE OF THE MAIL-IN BALLOTS RECEIVED FROM THE VOTERS AND BY-MAIL OFFICIALS, UNTIL THE DATE SET BY THE CLERK FOR THE COUNTING OF THE BALLOTS.]

SECTION 18. That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF *, 2020.**

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



Sponsored by: Administration

CITY OF KENAI**RESOLUTION NO. 2020-31**

A RESOLUTION OF THE CITY OF KENAI, ALASKA, APPROVING A CONVERSION OF A LEASE OF AIRPORT RESERVE LANDS DESCRIBED AS LOT 4, FBO SUBDIVISION NO. 7, WITH THE STATE OF ALASKA, DIVISION OF FORESTRY ON A NON STANDARD LEASE FORM.

WHEREAS, in 2004, the State of Alaska, Department of Natural Resources, Division of Forestry entered in to a lease with the City for Airport Reserve land described as Lot 4, FBO SUBDIVISION No. 7, according to the official plat thereof, filed under Plat No. 2001-34, Seward Meridian, Kenai Recording District, State of Alaska; and,

WHEREAS, the 18-year lease is utilized by Division of Forestry for fire response and as a tanker reloading base; and,

WHEREAS, Kenai Municipal Code Chapter 21.10- Leasing and Acquisition of Airport Reserve Lands, was repealed and reenacted in 2018 to encourage growth, development and a thriving aviation community; and,

WHEREAS, the Kenai City Council approved a new standard lease form reflecting the 2018 Code changes to Title 21 and offered existing lessees the opportunity to request a conversion of their leases to the new form for a time period of two years; and,

WHEREAS, the Division of Forestry would like to convert to the new lease form, but is unable to execute the new standard lease form because of two indemnification requirements the State asserts it may not agree to that were not included in the original lease; and,

WHEREAS, Division of Forestry through the State of Alaska has provided a letter of self-insurance that technically deviates from the insurance requirements in the approved lease form and requires modification to the insurance terms in the standard lease form; and,

WHEREAS, Kenai Municipal Code Section 21.10.140- Form of Lease, allows for a lease form that deviates from the standard form if the City Manager believes it is in the best interest of the City, the lease is approved to form by the City Attorney, and the lease is approved by resolution; and,

WHEREAS, at its regular meeting of May 14, 2020, the Airport Commission recommended the City Council adopt this resolution.

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

Section 1. That the attached non-standard lease form converting the City's lease with the State of Alaska, Department of Natural Resources, Division of Forestry for Airport Reserve land

described as Lot 4, FBO SUBDIVISION No. 7, according to the official plat thereof, filed under Plat No. 2001-34, Seward Meridian, Kenai Recording District, State of Alaska is approved.

Section 2. That the City Manager believes the non-standard lease form is in the best interest of the City.

Section 3. That the City Attorney approves of the lease form.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

**KENAI MUNICIPAL AIRPORT
CONVERSION OF LEASE OF AIRPORT RESERVE LANDS**

THIS CONVERSION OF LEASE AGREEMENT is entered into between the CITY OF KENAI (Lessor) whose address is 210 Fidalgo Avenue, Kenai, Alaska 99611 and STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY (Lessee) whose address is 550 W. Seventh Avenue., Suite 1970, Anchorage, Alaska 99501, and converts the Lease Agreement with the Lessor entered into on June 16, 2004 to this new Lease Form. While the Commencement date and length of the Lease remain the same, all other terms, conditions, rights, and obligations of this New Lease Form supersede the terms, conditions, rights, and obligations of the prior Lease form entered into on June 16, 2004 and any amendments thereto. This converted Lease becomes effective upon the last date of signature by the parties below.

DEFINITIONS

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

1. Airport – the Kenai Municipal Airport, including all the runways, taxiways, aprons, water lanes, water taxiways, and all City-owned real estate located within the boundaries of the Airport Reserve as defined in KMC Chapter 21.05, Airport Administration and Operation.
2. Airport Manager – the official to whom the City Manager of the City has delegated the authority and responsibility of managing and directing the activities of the Airport. “Airport Manager” includes that person’s authorized representative.
3. City – the City of Kenai, its elected officials, officers, employees or agents.
4. City Manager – the official to whom the Kenai City Council has delegated the responsibility of managing and directing all activities of the City.
5. Contamination – the unpermitted presence of any released Hazardous Substance.
6. Environmental Law – any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any governmental entity relating to environmental matters, including littering and dumping.
7. FAA – the abbreviation for the Federal Aviation Administration.
8. Hazardous Substance – any substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.

- 9. KMC – the abbreviation for the Kenai Municipal Code.
- 10. Permanent Improvement – a fixed addition or change to land that is not temporary or portable, including a building, building addition, gravel fill, pavement, retaining wall, storage tank, well, and remediation of contamination for what the lessee is not responsible

**ARTICLE I
PREMISES LEASED**

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

Lot 4, FBO SUBDIVISION NO. 7, according to the official plat thereof, filed under Plat No. 2001-34, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

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

**ARTICLE II
RIGHTS AND USES**

A. AUTHORIZED USES:

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

Air Tanker Re-load Base for Fire Response

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

B. RIGHTS RESERVED TO THE CITY:

1. RIGHT TO GRANT TO OTHERS: The City reserves the right to grant to others any rights and privileges not specifically granted to the Lessee on an exclusive basis. The rights and privileges granted to the Lessee in this Lease are the only rights and privileges granted to the Lessee by this Lease.
2. EASEMENTS: The City reserves the right to make grants to third parties or reserve to the City easements or rights of way through, on, or above the Premises. The City will not grant or reserve any easement or right of way that unreasonably interferes with the Lessee's authorized uses of the Premises.
3. INGRESS, EGRESS AND INSPECTION: The City reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all inspections and environmental testing will be coordinated with the Lessee to minimize interference with the Lessee's authorized uses of the Premises.
4. RIGHT OF FLIGHT: There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.

C. PROHIBITED USES: Unless specifically authorized by this Lease or an amendment to this Lease, the following are prohibited:

1. Any use of the Premises other than those authorized in this Lease.
2. Any use of the Premises that is in violation of a City Ordinance or an Airport regulation.
3. The outside storage on the Premises of junk, salvage aircraft or vehicle parts, non-operational support equipment, unused or damaged equipment or material, or solid waste or debris unless allowed pursuant to a conditional use permit under KMC 14.20.
4. The disposal on the Premises or the Airport of waste materials generated by the Lessee, including any Hazardous Substance, slash, overburden, and construction waste.
5. The stripping, wasting, or removing any material from the Premises without the prior written approval of the City.
6. Erecting structures or allowing growth of natural objects that would constitute

an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.

7. Any use or activity that is prohibited by applicable law or regulation.

ARTICLE III TERM & HOLDOVER

A. **TERM:** The initial term of this Lease is for eighteen (18) years, from the 1st day of December, 2003, to the 30th day of June 2021.

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

ARTICLE IV RENTS AND FEES

A. **RENT:** The initial rent for the Premises is \$18,816.00 per year, as established by the City pursuant KMC 21.10.090 and as subject to annual adjustment on July 1 of each year under Article V of this Lease, plus applicable sales tax. The rent shall be payable annually in advance of the first day of each year of the term of this Lease. All payments required by this Lease must be made in U.S. dollars. If the annual rent exceeds \$2,400, the Lessee may, upon written notice to the City, choose to pay the rent in equal monthly installments, payable in advance on or before the anniversary date of the term of this Lease and thereafter at monthly intervals. No conversion of the payment schedule from annual to monthly shall result in the City receiving less rent than it would have received had the conversion not taken place.

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

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

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

1. Taxes pertaining to the leasehold interest of the Lessee.

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

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

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

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

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

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

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

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

**ARTICLE V
ADJUSTMENT OF RENT AND FEES**

A. RENT OR FEE ADJUSTMENT: The City shall adjust rent or fees payable by the Lessee under Article IV or other provisions of this lease on July 1 of each year of the lease as

proved in KMC 21.10.090 (as effective at the time this lease is executed) and shall make any other adjustments to rent as allowed for in KMC 21.10.090.

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

**ARTICLE VI
ASSIGNMENT & SUBLETTING**

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

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

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

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

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

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

G. **SECURITY ASSIGNMENTS AND FINANCING:**

- 1. Subject to the requirements of (A) of this Article VI, the Lessee may assign a security interest in this Lease. The security interest may be in the form of a mortgage, deed of trust, assignment or other appropriate instrument, provided
 - a. the security interest pertains only to the Lessee’s leasehold interest;

- b. the security interest does not pertain to or create any interest in City's title to the Premises; and
 - c. the documents providing for the security interest are acceptable to the City.
2. If the assignment of a security interest to which the City has consented shall be held by an established lending or financial institution, including a bank, an established insurance company and qualified pension or profit sharing trust, and the lending institution acquires the Lessee's interest in this Lease as a result of a foreclosure action or other remedy of the secured party, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, the lending institution may transfer its interest in this Lease to a nominee or a wholly owned subsidiary corporation with the prior written consent of the City, provided, the transferee assumes all of the covenants and conditions required to be performed by the Lessee (including payment of any monies owed by Lessee to the City under the lease). In the event of such a transfer, the lending institution shall be relieved of any further liability under this Lessee.
 3. A holder of a security interest in this Lease consented to by the City shall have, and be subrogated to, any and all rights of the Lessee with respect to the curing of any default of this Lease by Lessee.
 4. A holder of a security interest consented to by the City that takes possession of this Lease shall not be released from the obligations and liabilities of this Lease unless the holder assigns its leasehold estate to an assignee who is financially capable and otherwise qualified to undertake to perform and observe the conditions of this Lease and the City consents to the assignment. The City's consent will not be unreasonably withheld.

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

A. MAINTENANCE:

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

- 4. The Lessee agrees to comply with all decisions and directions of the City's Airport Manager regarding maintenance and operation of the Airport, and the use of the Airport by the Lessee.

B. SNOW REMOVAL:

- 1. At no cost to the City, the Lessee is responsible for snow removal on the Premises. The Lessee shall dispose of snow in an off-Premises location approved in writing by the City or provide suitable snow storage within the boundaries of the Premises in accordance with all applicable federal and state laws. At the request of the Airport Manager, the Lessee shall submit a snow removal plan for the Premises to the Manager for review. Upon approval of the Lessee's plan by the Airport Manager, the Lessee shall conduct all snow removal operations on the Premises in accordance with the approved plan.
- 2. Lessee shall not deposit snow on an apron, taxiway, safety area, or other aircraft-maneuvering surface provided for common use by others without the prior written of the Airport Manager.
- 3. Lessee agrees to not allow an accumulation of snow on the Premises that would cause interference with adjoining leaseholders or other users of the Airport.

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

**ARTICLE VIII
OPERATIONS**

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

B. LESSEE'S CONTROL AND RESPONSIBILITY:

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

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

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

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

**ARTICLE IX
ENVIRONMENTAL PROVISIONS**

A. HAZARDOUS SUBSTANCE:

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

B. REMEDIATION:

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

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

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

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

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

**ARTICLE X
INSURANCE**

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

- 1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death,

broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of Lessee's fuel handling activities. This policy must name the City as an additional insured.

2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.
5. If the Lessee's insurance coverage lapses or is canceled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.
6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's operations, any insurance guidelines adopted by the City, and any applicable law.
7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

ARTICLE XI LAWS & TAXES

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

part of the governmental body enacting the same. Lessee agrees to hold City financially harmless:

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

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

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

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

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

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

**ARTICLE XII
LEASE TERMINATION**

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

1. The Lessee fails to pay when due the rents, additional rents, charges, or other sums specified in this Lease, including any increases made under this Lease.

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

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

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

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

D. REASONABLE CURE:

1. In the case of a violation that cannot be reasonably cured within 30 days, a notice of cancellation issued by the City to the Lessee under this Article is stayed if, within the 30-day notice period, the Lessee begins and continues expeditious action to cure the violation. The City will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.

2. In the case where, in City's sole determination, Lessee's violation is considered an imminent threat to the airport, public health or safety, or the environment, City will direct the Lessee to stop the activity immediately and may reduce the period to cure the violation, or the City may correct the violation pursuant to (E) of this Article.

E. RIGHT OF CITY TO PERFORM:

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

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

G. AIRPORT CLOSURE:

1. If the City closes the airport to aircraft operations for sixty days or less, this Lease will remain in full force and effect without adjustment
2. If the City closes the Airport to aircraft operations for more than sixty days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty days.
3. If the City permanently closes the Airport to aircraft operations and

- a. this Lease is for aviation or direct aviation support uses, the Lessee may terminate this agreement by written notice to the City; or
- b. this Lease is for non-aviation uses, the Lessee may request in writing to have the Lease terminated. The City will consider the Lessee's request in light of the City's best interest and either terminate the Lease, or deny the Lessee's request in writing.

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

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

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

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

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

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

K. **OWNERSHIP AND DISPOSITION OF IMPROVEMENTS:**

1. **Ownership of Permanent Improvements:** Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee's property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.

2. Disposition of Site Development Materials: The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:
- a. become a part of the realty and the property of the City of Kenai;
 - b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
 - c. may not be removed by the Lessee without the prior written approval of the Lessor.
3. Disposition of Personal Property and Permanent Improvements Other Than Site Development Materials:
- a. Unless the Lessor otherwise directs as provided below, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:
 - i. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
 - ii. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;
 - iii. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction as provided below, remediate any Contamination for which the Lessee is responsible, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent

Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.

- b. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
 - i. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;
 - ii. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
 - iii. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible and leave the Premises in a neat and clean physical condition acceptable to the Lessor.
- c. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.
- d. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the

Premises to a clean and neat physical condition acceptable to the Lessor.

- e. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
 - i. that the continued presence of the Permanent Improvements on the Premises are not consistent with any written Airport program or plan required for compliance with applicable federal, state, or local law;
 - ii. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the City of Kenai; or
 - iii. that the Permanent Improvements present a hazard to public health or safety.

- f. The departing Lessee to whom the Lessor has issued direction under Paragraph e of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph e of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose of unremoved Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises.

- g. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the City of Kenai. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by

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

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

- (b) transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

**ARTICLE XIII
GENERAL COVENANTS**

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

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

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

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

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

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

- 1. Any inconvenience caused by public works projects in or about the Premises; and

2. Any other entries by the City on the Premises reserved or authorized under other provisions of this Lease.

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

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

I. **AFFIRMATIVE ACTION:** If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to insure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its sub-organization(s) provide assurance to the City to the same effect that they will also undertake affirmative action programs and require assurances from their sub-organization(s) as required by 14 CFR, Part 152, subpart E. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

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

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

L. **LESSEE'S OBLIGATION TO PREVENT AND REMOVE LIENS:** Lessee will not permit any liens including, but not limited to, mechanics', laborers', or materialmen's liens obtainable or available under the then existing laws, to stand against the Premises or improvements on the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to the Lessee's agents, contractors, or sub-lessees, in connection with work of

any character performed or claimed to have been performed on the Premises or improvements by or at the direction or sufferance of Lessee. Provided, however, the Lessee shall have the right to provide a bond as contemplated by Alaska law and contest the validity or amount of any such lien or claimed lien. Upon a final determination of the lien or claim for lien, the Lessee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense.

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

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

If, within thirty days after the award has been paid into Court, the City and Lessee are unable to agree upon what division, abatement in rent, and other adjustments as are just and equitable, the dispute shall be determined by arbitration.

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

O. NOTICES:

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV SURVEY, IMPROVEMENTS AND PERFORMANCE BOND

A. **SURVEY:** The Lessee is solely responsible, at its sole expense, to confirm or establish the physical location of the boundaries of the Premises prior to beginning any construction thereon, including clearing grubbing, back-filling and environmental sampling. Any survey of

the Premises shall be performed by a Land Surveyor registered in the State of Alaska. The Lessee shall furnish the City with a copy of the plat of any survey performed on the Premises by, or on behalf of, the Lessee.

B. IMPROVEMENTS:

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

The evidence of cost must be submitted to the City within sixty days of the completion of the development and improvements, but by no later than **NON-APPLICABLE**.

- a. Costs considered toward the aggregate cost of permanent improvements include building construction, design, labor, materials, materials shipping, permits, equipment, soil testing, environmental baseline report, and environmental assessment directly related to the construction; premises and as-built surveys; site preparation, including excavation, geotextile fabric, filling, grading, fill material, gravel, and pavement, remediation of environmental contamination (unless Lessee caused or Materially Contributed To the Contamination); and utility connection costs.
- b. The cost of Permanent Improvements excludes:
 - 1. work performed by the City and not reimbursed by the Lessee; and
 - 2. work performed by the Lessee and reimbursed by the City.

- 2. **NON-APPLICABLE FAILURE TO COMPLETE IMPROVEMENTS:** If the Lessee fails to complete the required construction within the time allowed under (b)(1) of this Article, including any extensions granted, the City will execute against and the Lessee will forfeit, any bond or other guarantee given by the Lessee and, as applicable, City will:

- a. initiate cancellation of the lease; or
- b. reduce the term of the lease to a period that is consistent with the portion of the required construction timely completed.

3. APPEARANCE: When completed, all improvements on the Premises must be neat, presentable, and compatible with the authorized use of the Premises under this Lease, as determined by the City.
4. CITY APPROVAL REQUIRED: The Lessee must first obtain the City's written approval before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation. Further, the Lessee will submit to City evidence of the Lessee's compliance with the FAA regulation 14 CFR Part 77.
5. CITY APPROVAL WITHHELD: The City's approval of any construction, alteration, modification, or renovation will not be withheld unless
 - a. the Lessee fails to demonstrate adequate financial resources to complete the project;
 - b. the project plans, specifications, and agency approvals are incomplete;
 - c. the proposed project would result in a violation of an applicable ordinance, regulation, or law;
 - d. the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the airport;
 - e. the proposed project is inconsistent with the Airport Master Plan;
 - f. the proposed project is inconsistent with the terms of the lease, zoning ordinances, or the City's Comprehensive Plan;
 - g. the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or
 - h. the proposed project does not conform to generally recognized engineering principles or applicable fire or building codes.
6. DEMOLITION: Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to City a written scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. City will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.
7. BUILDING SETBACK: No building or other permanent structure may be constructed or placed within twenty feet of any lot of the Premises without City's prior written approval. In addition, no building or other permanent structure may

be constructed or placed within twenty feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.

- 8. AS-BUILT DRAWINGS: Within sixty days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the City a copy of an as-built drawing, acceptable to the City, showing the location and dimensions of the improvements, giving distances to all Premises' boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to approval of the City.
- 9. AIRPORT SECURITY FENCING: If any construction by the Lessee requires a realignment or alteration of an existing security fence on the Premises or boundary of the Premises, the Lessee agrees to realign or alter the fence in a manner approved in writing by the Airport Manager. Anytime the fence must be breached to allow the Lessee to complete improvement construction or fence modifications, the Lessee shall, at the Lessee's sole expense place temporary barriers to maintain the security of the Airport, as determined by the Airport Manager. If damage occurs to a security fence on the Premises or boundary of the Premises in connection with the Lessee's use or occupation of the Premises, the Lessee shall promptly repair the fence to the satisfaction of the Airport Manager.
- 10. DAMAGE TO IMPROVEMENTS: If Lessee's improvements on the Premises are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two years following the damage or destruction. If the Lessee fails to timely rebuild or restore the improvements, the City may, at its sole discretion, either reduce the term of this Lease commensurate with the estimated value of the Lessee's remaining, fully functional improvements on the Premises, or cancel this Lease.
- 11. DAMAGE NEAR EXPIRATION: If Lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five years of the expiration of the term of this Lease, Lessee may remove the damaged improvements, restore the Premises and terminate this Lease.

C. PERFORMANCE BOND (Optional): Prior to beginning the construction of permanent improvements required under (1) of this Article, the Lessee shall submit to the City a performance bond, deposit, or other security in the amount of \$ **NON-APPLICABLE**. The form of the bond or other security shall be subject to the City's approval.

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

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

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

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

LESSEE:

State of Alaska, Division of Forestry

By: _____
RASHAAD ESTERS Date
State of Alaska Contracting Officer

LESSOR:

City of Kenai

By: _____
PAUL OSTRANDER Date
City Manager

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, Rashaad Esters, Contracting Officer with the State of Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, Paul Ostrander, City Manager of the City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, City Clerk

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

SEAL:

Approved as to Lease Form:

Scott Bloom, City Attorney



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: May 14, 2020

SUBJECT: **Resolution No. 2020-31 - Non Standard Lease Conversion**

The attached proposed lease conversion between the City of Kenai and the State of Alaska Department of Natural Resources, Division of Forestry, deviates from the City's standard lease form to remove lease clauses related to indemnification. The Division of Forestry has requested to convert to the new lease form as an option allowed to all existing lessees when the new standard lease form for Airport lands was adopted with Resolution No. 2018-10 and changes were made with Ordinance No. 2998-2018 to Title 21, City Airport Reserve Lands. However, the State of Alaska is unable to execute the new standard lease form because of two indemnification requirements the State asserts it may not agree to that were not included in the original lease. The Division of Forestry through the State of Alaska has provided a letter of self- insurance that technically deviates from the insurance requirements in the standard lease form and requires modification to the insurance terms in the standard lease form. The letter of self- insurance comparatively fulfills the standard lease clauses for indemnification included in the standard lease form. This letter is attached for reference.

Kenai Municipal Code Section 21.10.140- Form of Lease, allows for a lease form that deviates from the standard form if the City Manager believes it is in the best interest of the City, the lease is approved to form by the City Attorney, and the lease is approved by resolution of the City Council. It is in the best interest of the City to deviate from the standard lease form in this conversion for the indemnification language because of the unique case of a self-insured program of the State of Alaska and because the benefits of a stable and competitive lease environment with standard lease formats will still be achieved with all of the other standard lease clauses not related to indemnification that are part of this lease conversion following the conversion option available to existing lessees with Resolution No. 2018-10.

A map of the parcel is also attached to this memorandum. The parcel is within the Airport Light Industrial (IH) Zone of the City and within the Airport Reserve. The Airport Commission recommended the City Council adopt Resolution No. 2020-31 at their meeting on May 14, 2020.

If City Council consents to the non-standard lease conversion, the attached non-standard lease conversion will be implemented to convert the lease of Lot 4, FBO Subdivision No. 7, consistent with the option offered to existing lessees with Resolution No. 2018-10.

Cc: Mary Bondurant, Airport Manager





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RISK MANAGEMENT
Scott Jordan, Director

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

March 11, 2020

City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611

CERTIFICATE OF SELF-INSURANCE

To Whom It May Concern:

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

This letter is to advise you that the liability insurance coverages stipulated in your Kenai Municipal Airport use agreement for the lease by the Department of Natural Resources, Division of Forestry, fall within the deductible levels of the State's excess insurance program and are covered under the State's self-insured program.

Given the State of Alaska self-insures the liability insurance protection you are requesting evidence for, we are unable to produce a standard certificate of insurance that you would commonly receive from other lessees. The State of Alaska, through this office will provide comprehensive general liability insurance coverage through our program of self-insurance for the activities and operations of the Department of Natural Resources, Division of Forestry on your premises.

If you have any questions or need further clarification of the State's self-insurance program, you may email me Sheri.Gray@alaska.gov or call (907) 465-5724.

Sincerely,

Sheri Gray

Sheri Gray
Risk Manager



Leased Parcel to ADNR-Div. of Forestry
525 N. Willow St.
Parcel 04336040
Lot 4, FBO Subd. No. 7





Sponsored by: Legal

CITY OF KENAI

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY OF KENAI, ALASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE KENAI HISTORICAL SOCIETY, INC. TO PRESERVE AND PROMOTE THE HISTORY OF KENAI THROUGH THE KENAI CABIN PARK.

WHEREAS, the City and Historical Society have a history of working collaboratively to preserve and promote the history of the City of Kenai; and,

WHEREAS, the City owns five historical cabins and their contents on Lot 3, Block 17, Original Townsite of Kenai (the Historical Cabin Park); and,

WHEREAS, the Historical Society has managed and maintained the Historical Cabin Park for preservation, education, and tourism activities for a number of years; and,

WHEREAS, the City and Historical Society desires to continue to work cooperatively to maintain the Historical Cabin Park for public benefit.

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

Section 1. That the City Manager is authorized to execute the attached Memorandum of Agreement with the Kenai Historical Society for the preservation and maintenance of the Kenai Historical Cabin Park.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20 day of May, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KENAI AND THE KENAI HISTORICAL SOCIETY**

This Memorandum of Understanding (MOU) is made between the CITY OF KENAI (City) whose address is 210 Fidalgo Avenue, Kenai, Alaska 99611 and the KENAI HISTORICAL SOCIETY, INC. (Historical Society) whose address is P.O. Box 1348, Kenai Alaska, 99611.

WHEREAS, the City and Historical Society have a history of working collaboratively to preserve and promote the history of the City of Kenai; and

WHEREAS, the City owns five historical cabins and their contents on Lot 3, Block 17, Original Townsite of Kenai (the Historical Cabin Park); and

WHEREAS, the Historical Society has managed and maintained the Historical Cabin Park for preservation, education, and tourism activities for a number of years; and

WHEREAS, the City and Historical Society desire to continue to work cooperatively to maintain the Historical Cabin Park for public benefit.

NOW THEREFORE, the City and Historical Society agree to the following terms and conditions:

1. **Term.** The term of this MOU shall begin on June 1, 2020, and end on May 30, 2025, and may be extended upon mutual written agreement of the parties.
2. **Responsibilities.**
 - A. The City and Historical Society agree to meet onsite of the Historical Cabin Park during the Spring of 2020 and inventory the contents of the five cabins, (the Arness, the Sanders, the Miller, the Dolchok and the Scandinavian) creating a list of the same. Each entity shall keep a copy of the inventory list. Thereafter, items removed or brought into the cabins will be noted and the inventory list will be updated; and
 - B. The Historical Society will have the primary responsibility for maintaining, preserving and providing guided tours of the Historical Cabin Park; and
 - C. The Historical Society and City will work cooperatively to address any needed improvements, repairs or maintenance, and inform the other party of any work to be done on the Historical Cabin Park, other than routine maintenance or minor repairs, prior to the work being started; and
 - D. The Historical Society will provide for utilities at the Historical Cabin Park as needed; and

- E. The Historical Cabin Park will be reasonably open to the public, without discrimination, subject to the laws and ordinances of the City of Kenai.
- 3. **Use of Funds.** Nothing in this MOU shall obligate either party to expend funds or to require the future payment of money in excess of appropriations authorized by law. Nothing shall obligate either party to require any reimbursement of any funds as between the parties.
- 4. **Indemnification/Hold Harmless.** Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees and each party shall indemnify, defend, and hold harmless the other, to the maximum extent allowed by law, from any claim of or liability for error, omission, or negligent act of whatever kind, including attorney fees, for damages to property or injury or death to persons occasioned by each party's own acts or omissions in connection with this agreement. This agreement shall continue after termination of this MOU.
- 5. **Conflict of Laws.** Nothing in this MOU is intended to conflict with federal, state, or local laws or regulations. In the event of any conflict, this MOU will be amended at the first opportunity to obtain consistency with the conflicting laws or regulations.
- 6. **Termination.** Either party may terminate this MOU at any time upon not less than 30 days prior written notice provided to the other party.
- 7. **Effective Date.** This MOU shall be effective upon the signature of both parties.

KENAI HISTORICAL SOCIETY, LLC

CITY OF KENAI

June Harris, President

Paul Ostrander, City Manager

Date: _____

Date: _____

Scott Bloom, City Attorney



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Scott Bloom, City Attorney
DATE: May 12, 2020
SUBJECT: Resolution 2020-32 – Kenai Cabin Park MOU

The City and Historical Society have worked collaboratively to preserve and promote the history of the City. The City owns five historical cabins and their contents in what is referred to as the Historical Cabin Park, while the Historical Society has maintained the cabins (with some City assistance) which are an attraction and available for guided tours, the City and Historical Society have never formally documented ownership or roles and responsibilities with regard to the cabins, and this Memorandum of Understanding is intended to so.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020 - 33

A RESOLUTION OF THE CITY OF KENAI, ALASKA, APPROVING AN AGREEMENT FOR USE OF THE CRANES, OFFICES, AND OPERATING AREA AT THE BOATING FACILITY.

WHEREAS, The Public Works Department released an Invitation to Bid for the “Contract to Use Cranes, Offices, and Operating Area at the Boating Facility 2020” on February 12, 2020 with bids due on March 4, 2020; and,

WHEREAS, The City did not receive any bids as a result of this solicitation; and,

WHEREAS, shortly after close of bids the City entered into negotiations with Pacific Star Seafoods, Inc. for use of the facilities; and,

WHEREAS, on March 11, 2020 the City received a proposal of \$24,000 per year from Pacific Star Seafoods, Inc.; and,

WHEREAS, the City will continue to issue Special Use Permits for limited access to the Dock and Cranes for small private users in continuation of the program started last season; and,

WHEREAS, award of this Agreement is supported by the Public Works Department as well as the Administration and is in the best interest of the City.

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

Section 1. That the Kenai City Council authorizes the City Manager to enter into an Agreement with Pacific Star Seafood’s for Use of the Cranes, Offices, and Operating Area at the Boating Facility for the negotiated fee of \$24,000 per year beginning approximately May 26, 2020 through May 26, 2023 with an option to extend two single additional years upon agreement of both parties.

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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 20th day of May, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin
DATE: May 12, 2020
SUBJECT: **Resolution 2020-33**

The Public Works Department released an Invitation to Bid “Contract to use Cranes, Offices, and Operating Area at the Boating Facility 2020” on February 12, 2020 with Bids due on March 4, 2020. The City did not receive any bids despite having conversations with several companies.

Shortly after the close of Bids, negotiations began with Pacific Star Seafoods, Inc. On March 11, 2020 the City of Kenai received a proposal for \$24K per year for use of the City Dock and Cranes.

On May 11, 2020 the Harbor Commission met and heard the proposal and is in support of awarding an agreement to Pacific Star Seafoods, Inc. for use of the facilities.

The Facility has seen little use for the last few years, as a result the Public Works Department and Administration are in support of this award as well.

Council’s support is respectfully requested.

**KENAI CITY COUNCIL – REGULAR MEETING
MAY 6, 2020 – 6:00 P.M.
KENAI CITY HALL
210 FIDALGO AVE., KENAI, AK 99611
MAYOR BRIAN GABRIEL, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held virtually on May 6, 2020, in City Hall, Kenai, AK. Mayor Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Brian Gabriel, Mayor
Henry Knackstedt
Jim Glendening
Glenese Pettey

Robert Molloy
Tim Navarre
Robert Peterkin

A quorum was present.

Also in attendance were:

Paul Ostrander, City Manager
Scott Bloom, City Attorney
Jamie Heinz, City Clerk

3. Agenda Approval

Mayor Gabriel noted the following revisions to the agenda and packet:

Add to item D.6.

Resolution 2020-21

- Supplemental Information Memo

MOTION:

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

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

4. Consent Agenda

MOTION:

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

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

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

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a councilmember 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 – None.

D. PUBLIC HEARINGS

1. **Ordinance No. 3117-2020** - Appropriating Funds in the Airport Fund, Accepting a Grant From the Federal Aviation Administration and Appropriating Funds in the Airport Equipment Capital Project Fund for the Purchase of Snow Removal Equipment (SRE) – Loader With Attachments. (Administration)

MOTION TO ENACT:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3117-2020 and Vice Mayor Malloy **SECONDED** the motion.

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

MOTION TO POSTPONE:

Council Member Knackstedt **MOVED** to postpone Ordinance No. 3117-2020 to the May 20, 2020 Council meeting and requested **UNANIMOUS CONSENT**. Vice Mayor Molloy **SECONDED** the motion.

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

2. **Ordinance No. 3118-2020** - Increasing Estimated Revenues and Appropriations by \$1,287.44 in the General Fund – Police Department for State Traffic Grant Overtime Expenditures. (Administration)

MOTION:

Council Member Navarre **MOVED** to enact Ordinance No. 3118-2020 and Council Member Knackstedt **SECONDED** the motion.

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

VOTE:

YEA: Gabriel, Knackstedt, Pettey, Molloy, Peterkin, Navarre, Glendening

NAY:

MOTION PASSED UNANIMOUSLY.

3. **Ordinance No. 3119-2020** - Increasing General Fund Estimated Revenues and Appropriations by \$26,542 in the General Fund Parks, Recreation and Beautification Department for an Increase of a Grant from the United States Environmental Protection Agency Passed Through the State of Alaska Department of Environmental Conservation for Bacteria Level Monitoring on the City's Beaches from March 1, 2020 Through June 30, 2020. (Administration)

MOTION:

Vice Mayor Molloy **MOVED** to enact Ordinance No. 3119-2020 and Council Member Glendening **SECONDED** the motion.

Mayor Gabriel opened for public hearing.

Kenai Watershed Forum, Maggie Harings noted there was another opportunity and sufficient funding from the Alaska Department of Environmental Conservation (ADEC) to do sampling through FY20; adding that the relationship with the City of Kenai was valuable and they hoped to continue sampling in Kenai.

Concern was expressed with the high number of gulls in the local rookery that adds bacteria to the City beaches. Ms. Harings clarified the information collected was to supply ADEC with important data related to fluctuations in bacteria levels throughout the summer.

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

Council members thanked the Kenai Watershed Forum for mitigating communication, the positive direction the monitoring was going and the informative website reiterating ADEC's key message about keeping the beaches clean and proper disposal of fish carcass.

VOTE:

YEA: Knackstedt, Pettey, Molloy, Peterkin, Navarre, Glendening, Gabriel

NAY:

MOTION PASSED UNANIMOUSLY

4. **Ordinance No. 3123-2020** - Accepting and Appropriating Funds in the Airport Fund, and Accepting a Grant From the Federal Aviation Administration for a CARES Act Grant. (Administration)
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. 3123-2020 and Vice Mayor Molloy **SECONDED** the motion.

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

VOTE ON INTRODUCTION:

YEA: Pettey, Molloy, Peterkin, Navarre, Glendening, Gabriel, Knackstedt
 NAY:

MOTION PASSED UNANIMOUSLY.

MOTION FOR SECOND READING:

Council Member Knackstedt **MOVED** to hold the second reading on Ordinance No. 3123-2020 and Vice Mayor Molloy **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

It was clarified this was being introduced and for public hearing due to the emergency nature.

VOTE ON SECOND READING: There being no objections, **SO ORDERED.**

MOTION FOR ENACTMENT:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3123-2020 and Vice Mayor Molloy **SECONDED** the motion.

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

Clarification was provided that the funds were for expenses at the Kenai Municipal Airport and would be used for operational costs.

VOTE ON MOTION TO ENACT:

YEA: Molloy, Peterkin, Navarre, Glendening, Gabriel, Knackstedt, Pettey
 NAY:

MOTION PASSED UNANIMOUSLY.

5. **Ordinance No. 3126-2020** - Accepting and Appropriating Federal CARES Act Funding Passed Through the State of Alaska for Expenditures in Response to the

COVID-19 Pandemic, Waiving the \$5,000 Limitation in KMC 7.25.020 (A) on These Funds to Allow the City Manager to Allocate the Funds to the Proper Account as Needs Arise and Declaring an Emergency. (Administration)

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

MOTION FOR INTRODUCTION:

Vice Mayor Molloy **MOVED** to introduce Ordinance No. 3126-2020 and Council Member Knackstedt **SECONDED** the motion.

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

VOTE ON INTRODUCTION:

YEA: Peterkin, Navarre, Glendening, Gabriel, Knackstedt, Pettey, Molloy
NAY:

MOTION PASSED UNANIMOUSLY.

MOTION FOR SECOND READING:

Vice Mayor Molloy **MOVED** to hold the second reading on Ordinance No. 3126-2020 and Council Member Knackstedt **SECONDED** the motion and requested **UNANIMOUS CONSENT**.

VOTE ON SECOND READING: There being no objections, **SO ORDERED**.

MOTION FOR ENACTMENT:

Vice Mayor Molloy **MOVED** to enact Ordinance No. 3126-2020 and Council Member Knackstedt **SECONDED** the motion.

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

Clarification was provided the funding had stipulations and this was a portion of the larger grant amount for immediate response to the unexpected expenses by Administration due to COVID-19 that were not in the budget. It was added that these funds would also help to make the needed purchases for the workplace in response to COVID-19. Further clarification was provided that this funding would also be used towards public safety employees' payroll, and other specific employees, noting the payroll costs specifically related to COVID-19 would be covered by this grant.

VOTE ON MOTION TO ENACT:

YEA: Navarre, Glendening, Gabriel, Knackstedt, Pettey, Molloy, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

6. **Resolution No. 2020-21** - Authorizing a Budget Transfer in the General Fund City Clerk Department for a Software Add-On. (City Clerk)

MOTION:

Council Member Navarre **MOVED** to adopt Resolution No. 2020-21 and requested **UNANIMOUS CONSENT**; Council Member Knackstedt **SECONDED** the motion.

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

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

7. **Resolution No. 2020-22** - Authorizing the City of Kenai to Issue General Obligation Refunding Bonds in the Principal Amount of Not to Exceed the Sum of \$1,250,000 to Refund Certain Outstanding General Obligation Bonds of the City, Fixing Certain Details of Such Bonds and Authorizing Their Sale. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2020-22 and Vice Mayor Molloy **SECONDED** the motion.

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

A brief overview and history of the bonds was provided.

VOTE:

YEA: Glendening, Gabriel, Knackstedt, Pettey, Molloy, Peterkin, Navarre

NAY:

MOTION PASSED UNANIMOUSLY.

8. **Resolution No. 2020-23** - Approving an Exception to the Collections Policy for Delinquent Ambulance Bills to Eliminate Out of Pocket Collection for COVID-19 Treatment/Transport to Comply with Federal Funding Requirements. (Legal)

MOTION:

Vice Mayor Molloy **MOVED** to adopt Resolution No. 2020-23 and Council Member Knackstedt **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

Clarification was provided that although there have been no COVID-19 patients transported at this time, this was a proactive effort to put this in place.

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

9. **Resolution No. 2020-24** - Selecting the Successful Firm for the Professional Environmental / Civil Engineering & Construction Administration Services for Kenai Municipal Water, Sewer and Wastewater Capital Improvement Projects Request for Proposals. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2020-24 and Council Member Glendening **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

It was clarified this contract was identical to the Kenai Municipal Airport contract recently approved; this contract would be for any project at the Waste Water Treatment Plant that needed engineering services, it could be negotiated with the selected engineering firm or released for bid. Adding that the selected firm was not guaranteed for contract but it allowed negotiations with this contractor before going out for bid.

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

E. MINUTES

1. *Regular Meeting of April 15, 2020. (City Clerk)

Approved by the consent agenda.

2. *Special Meeting of April 16, 2020. (City Clerk)

Approved by the consent agenda.

3. *Work Session Summary of April 25, 2020. (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. ***Action/Approval** - Purchase Orders Over \$15,000. (Administration)

Approved by the consent agenda.

3. ***Ordinance No. 3120-2020** - Accepting \$26,545.90 in Asset Forfeiture Sharing Funds and Appropriating those Funds into the Police Machinery & Equipment and Small

Tools Accounts for the Purpose of Purchasing Law Enforcement Equipment. (Administration)

Introduced by the consent agenda and public hearing set for May 20, 2020.

4. ***Ordinance No. 3121-2020** - Adopting the Annual Budget for the Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021, Amending the Salary Schedule in Kenai Municipal Code Chapter 23.55- Pay Plan and Amending Employee Classifications in Kenai Municipal Code Chapter 23.50. (Administration)

Introduced by the consent agenda and public hearing set for May 20, 2020.

5. ***Ordinance No. 3122-2020** - Accepting and Appropriating a Volunteer Fire Assistance (VFA) Grant From the United States Department of Agriculture Forest Service Passed Through the State of Alaska Division of Forestry for the Purchase of Forestry Firefighting Equipment. (Administration)

Introduced by the consent agenda and public hearing set for May 20, 2020.

6. ***Ordinance No. 3124-2020** - Accepting and Appropriating a Meals on Wheels COVID-19 Response Fund Grant From Meals on Wheels America for Kenai Senior Center Expenditures in Support of COVID-19 Pandemic Response. (Administration)

Introduced by the consent agenda and public hearing set for May 20, 2020.\

7. ***Ordinance No. 3125-2020** - Accepting and Appropriating Additional Nutrition, Transportation and Support Services Grant Funds From the United States Department of Health and Human Services Passed Through the State of Alaska Department of Health and Social Services for Kenai Senior Center Expenditures in Support of COVID-19 Pandemic Response. (Administration)

Introduced by the consent agenda and public hearing set for May 20, 2020.

8. **Discussion** – Election Method. (Mayor Gabriel)

The Mayor clarified that the Kenai Peninsula Borough was considering a vote by mail and determined it was an appropriate discussion item for the City of Kenai. The City Clerk provided an overview of how it would affect the City of Kenai and reviewed a Feasibility Study that was presented to the Borough, specifically noting it was feasible for the City of Kenai to move to vote by mail for the 2020 election. She added she was drafting an ordinance that would be introduced at the May 20 Council meeting with the need for a work session and then a public hearing in June. Vote by Mail was initially recommended by the Election Stakeholder Group last year. Concerns around fraud and voting by mail were addressed, noting that all vote centers were air gapped and voter registration was run by the State of Alaska.

9. **Discussion** - City Response to COVID-19. (Administration)

The City Manager reported that all employees were back to the City except two that were teleworking and the 14-hour employees that were on furlough. He noted that the Personal Use Fishery was planning to continue as scheduled but Administration was looking at safety measures to put in place regarding personal protective equipment (PPE) or modifications to the bathroom

facilities. Opening City Hall in the near future was being discussed and trying to determine when to open the Visitors Center and Recreation Center. He further noted funding possibilities with the CARES Act.

H. COMMISSION/COMMITTEE REPORTS

1. Council on Aging – No report; next meeting May 14.
2. Airport Commission – No report; next meeting May 14.
3. Harbor Commission – No report; next meeting May 11.
4. Parks and Recreation Commission – No report; next meeting May 7.
5. Planning and Zoning Commission – No report; next meeting May 13.
6. Beautification Committee – No report; next meeting May 12.
7. Mini-Grant Steering Committee – No report.

I. REPORT OF THE MAYOR

Mayor Gabriel requested that Administration look into the annual Memorial Day/American Legion Celebration to determine the plans for this year. He expressed appreciation for the Kenai community's efforts during this time and the importance of diligence and spreading the word about it as mandates are lifted.

J. ADMINISTRATION REPORTS

1. City Manager – City Manager P. Ostrander reported on the following:
 - He noted the various groups he proactively and regular participates in meetings with in response to COVID-19;
 - He testified to the House Finance Committee about the necessity of the CARES Act funding and what it was needed for;
 - An update on Bridge Access Road bike path was provided; and
 - An update on Bluff Erosion project – pursuing two items: In-kind work that the City would be doing and the Pre-Construction, Engineering & Design (PED) agreement to move forward; hoping for approval in late June.
2. City Attorney – City Attorney S. Bloom reported that he was in contact weekly with RAVN Airlines bankruptcy attorneys, noting they hoped to re-emerge in one way or another. Sent them operating agreement that would extend it to July 1. He also reported staff has been reaching out to other carriers in the meantime.
3. City Clerk – City Clerk J. Heinz reported that all Commission and Committee members have been prepped for the upcoming virtual meetings and instructions in how to participate, with the Clerk's Office offering technical support during those meetings. She also reported that the KPB, Soldotna, and Kenai are all putting forth ordinances to move to voting by mail, and potentially Homer and Seward, while vote centers would still be available. She noted that the PowerPoint presentation provided to the Borough and the Feasibility Study would be distributed to Council Members.

K. ADDITIONAL PUBLIC COMMENT

1. Citizens Comments (*Public comment limited to five (5) minutes per speaker*) - None.
2. Council Comments

Council members expressed interest in meeting in-person and continue having the COVID-19 discussion continually item on the agenda.

Council Member Glendening thanked the City Manager for his efforts and continual information.

Vice Mayor Molloy noted support with voting by mail and interest in how CARES Act funding could support substantially impacted local businesses during this time.

Council Member Navarre thanked for the smooth meeting and interest in looking into pandemic funds to help with a voting machine for vote by mail.

Council Member Pettey expressed appreciation for the updated on COVID and the City Clerk's insight and information for voting options.

Council Member Peterkin noted concerns with businesses still impacted by the pandemic and the continued 14-day required quarantine with traveling, noting the devastation to many businesses with summer beginning.

Mayor Gabriel noted that City Manager Ostrander was chair of the Elections Stakeholders Group and he thanked those that aided with the letter to all Commissions and Committees.

Council Member Knackstedt noted discontent if voting went fully by mail. He commented about everyone doing their part throughout the COVID-19 pandemic, encouraging support of local businesses, and thanked Mayor Gabriel for his leadership and the letter he sent to all the Committees and Commissions supporting them moving forward.

L. EXECUTIVE SESSION

M. PENDING ITEMS – None.

N. ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 8:23 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of May 6, 2020.

Jamie Heinz, CMC
City Clerk

PAYMENTS OVER \$15,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: MAY 20, 2020

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
PERS	PERS	VARIOUS	LIABILITY	91,725.85
PREMERA BLUE CROSS	MAY PREMIUM	VARIOUS	INSURANCE	204,663.53

INVESTMENTS

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>AMOUNT</u>	<u>Effect. Int.</u>
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Sponsored by: Council Member Peterkin

CITY OF KENAI

ORDINANCE NO. 3127-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, REPEALING AND REPLACING KENAI MUNICIPAL CODE TITLE 6- ELECTIONS, TO PROVIDE CLARITY, PROCESS IMPROVEMENTS, AND IMPROVE VOTER ACCESSIBILITY THROUGH VOTE BY MAIL ELECTIONS.

WHEREAS, state statutes provide that local governing bodies establish the procedures governing local elections; and,

WHEREAS, it is in the best interest of the City to provide for clear processes in its elections; and,

WHEREAS, the City has realized efficiencies in its election processes by sharing election resources such as election workers with the Kenai Peninsula Borough (KPB); and,

WHEREAS, KPB entered into a conciliation agreement with the Alaska Human Rights Commission which specified that the KPB would have an ADA compliant election process in place by the end of 2020; and,

WHEREAS, it is prudent for the City to also have ADA compliant election processes in place; and,

WHEREAS, the KPB Assembly established the Election Stakeholders Group (“ESG”) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the KPB, including City Manager Ostrander, Mayor Gabriel, Council Member Peterkin and City Clerk Heinz from the City; and,

WHEREAS, the ESG researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and,

WHEREAS, ensuring security of the voting system, including hardware, software, accountability procedures, and the voter registration database and maintaining integrity in the system by adopting internal controls, including signature verification, to ensure all valid votes are counted were among guiding principles adopted by the ESG; and,

WHEREAS, after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to KPB code and election processes which are intended to achieve guiding principles adopted by the ESG; and,

WHEREAS, recommendation number 1 of the ESG was for the KPB assembly to transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS); and,

WHEREAS, recent catastrophic events including disaster declarations related to local floods, fires

and a global public health pandemic reinforce the need to implement a VBMS election process that will allow for greater flexibility and voter participating when events make it impractical or impossible to vote at a traditional polling site; and,

WHEREAS, in response to the current statewide emergency disaster, Governor Dunleavy signed Senate Bill 241 in to law which, among other things, authorizes elections to be conducted by mail during the emergency disaster; and,

WHEREAS, on _____, the KPB Assembly adopted KPB Ordinance No. 2020-24 providing for vote by mail elections.

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

Section 1. Repealing and Re-enacting Title 6 of the Kenai Municipal Code: That Kenai Municipal Code, Title 6 - Elections is hereby repealed and re-enacted as follows:

[CHAPTER 6.05
VOTING QUALIFICATIONS AND PROCEDURES

SECTIONS:

- 6.05.010 QUALIFICATIONS FOR VOTERS.
- 6.05.020 REGISTRATION.
- 6.05.030 PRECINCT AND POLLING PLACE.
- 6.05.040 PRECINCT BOARD.
- 6.05.050 COMPENSATION OF ELECTION PERSONNEL.
- 6.05.060 WATCHERS.
- 6.05.070 CITY CLERK TO SUPERVISE CITY ELECTIONS.
- 6.05.080 CITY CLERK TO PREPARE AND FURNISH BALLOTS.
- 6.05.090 BALLOT BOXES, VOTING BOOTHS.
- 6.05.100 NOTICE OF ELECTIONS—REGULAR AND SPECIAL.
- 6.05.110 CONDUCTING AN ELECTION—CANVASSING RETURNS.
- 6.05.120 ESTABLISHMENT OF CANVASSING BOARD AND PROCEDURES.
- 6.05.130 TIE VOTES.
- 6.05.140 ABSENTEE VOTING.
- 6.05.145 ABSENTEE VOTING IN PERSON.
- 6.05.150 ABSENTEE VOTING—APPLICATION.
- 6.05.160 ABSENTEE VOTING—BALLOTS.
- 6.05.170 ABSENTEE VOTING—BY MAIL.
- 6.05.180 VOTING—AUTHORIZED.
- 6.05.190 VOTING—BOARDS.
- 6.05.200 VOTING DEVICES AND MACHINES.
- 6.05.210 VOTING—TESTS AND SECURITY.
- 6.05.220 RECOUNT OF VOTES—APPLICATION.
- 6.05.230 APPEAL TO THE COURTS AFTER RECOUNT.
- 6.05.240 ELECTION CONTESTS.
- 6.05.250 RULES AND REGULATIONS.
- 6.05.260 CITY ELECTION TIME.
- 6.05.270 OFFENSES AND PENALTIES.
- 6.05.280 RECORD RETENTION.
- 6.05.300 VOTING BY MAIL, BALLOTS, BALLOT REVIEW, BALLOT ENVELOPES.
- 6.05.310 CASTING BALLOTS.

- 6.05.320 NOTICE OF ELECTION, ELECTION DATE, PUBLIC NOTICE.
- 6.05.330 ABSENTEE VOTING OFFICIAL AND DUTIES.
- 6.05.335 ABSENTEE VOTING—BY ELECTRONIC TRANSMISSION.
- 6.05.340 STORING BALLOTS.

6.05.010 QUALIFICATIONS FOR VOTERS.

PERSONS WHO HAVE THE QUALIFICATIONS FOR VOTERS PRESCRIBED BY THE CITY CHARTER, SECTION 10-6, THE STATE CONSTITUTION, ARTICLE V, SECTIONS 1 AND 2, AND STATE LAW, SHALL BE QUALIFIED TO VOTE IN CITY ELECTIONS IF THEY ARE REGISTERED AS PROVIDED IN THIS TITLE. (KC 6-1)

6.05.020 REGISTRATION.

(A) THE ELECTION JUDGES SHALL KEEP AN ORIGINAL REGISTER ON WHICH EACH VOTER SHALL, BEFORE RECEIVING A BALLOT, SIGN THE VOTER'S NAME AND EITHER COMPLETE OR CORRECT BOTH THE VOTER'S RESIDENCE AND MAILING ADDRESSES. A RECORD SHALL BE KEPT ON THE REGISTER OF THE NAME OF EACH PERSON WHO OFFERED TO VOTE, BUT WAS REFUSED, AND A BRIEF STATEMENT OF THE BASIS OF THE REFUSAL. THE SIGNING OF THE REGISTER CONSTITUTES A DECLARATION BY THE VOTER THAT THE VOTER IS QUALIFIED TO VOTE.

(B) VOTERS MAY BE IDENTIFIED FROM SUCH REASONABLE SOURCES AS STATE VOTER REGISTRATION LISTS, BEING KNOWN TO THE ELECTION JUDGES AS RESIDENTS OF THE CITY OF KENAI, OR BY SUCH OTHER IDENTIFICATION AS IS ACCEPTED CUSTOMARILY FOR SCHEMES OF "PRE-REGISTRATION" QUALIFICATIONS.

(C) REGISTERS SIGNED BY VOTERS ON ELECTION DAY SHALL BE KEPT WITH THE RECORDS OF THAT ELECTION.

(D) AS USED IN THIS TITLE, "REGISTER" SHALL MEAN THE COMPUTER PRINTOUT ENTITLED "STATE OF ALASKA PRECINCT REGISTER" (OR ANY FORM SUBSEQUENTLY SUBSTITUTED THEREFOR) SUPPLIED BY THE DIVISION OF ELECTIONS OF THE STATE OF ALASKA FOR USE IN EACH PRECINCT.

(KC 6-9; ORDS. 193, 803)

6.05.030 PRECINCT AND POLLING PLACE.

(A) THE CITY OF KENAI SHALL BE COMPOSED OF SUCH ELECTION PRECINCTS AS MAY BE SET UP OR MODIFIED BY THE DIRECTOR OF ELECTIONS OF THE STATE OF ALASKA FOR ALL CITY ELECTIONS, BOTH REGULAR AND SPECIAL. THE POLLING PLACES WILL BE AS DESIGNATED BY THE STATE OF ALASKA, DIVISION OF ELECTIONS.

(B) CHANGES OF THE POLLING PLACES MAY BE ACCOMPLISHED BY THE COUNCIL BY MOTION, RESOLUTION, OR ORDINANCE.

(KC 6-12,13; ORDS. 159, 803, 1182)

6.05.040 PRECINCT BOARD.

(A) THERE SHALL BE ELECTION BOARDS FOR THE PRECINCTS IN THE CITY COMPOSED OF THREE (3) OR MORE JUDGES APPOINTED BY THE CITY COUNCIL. THE JUDGES SHALL BE QUALIFIED VOTERS OF THE CITY. THE CITY COUNCIL MAY DESIGNATE ONE OF THE JUDGES CHAIR OF THE BOARD, AND THE CHAIR SHALL BE PRIMARILY RESPONSIBLE FOR THE ADMINISTRATION OF THE ELECTION IN THE PRECINCT. THE CITY COUNCIL MAY ALSO APPOINT FROM AMONG THE QUALIFIED VOTERS OF THE CITY ONE (1) OR TWO (2) CLERKS WHERE IT DEEMS THEIR SERVICES ARE NECESSARY. THE CITY CLERK, AS THE ELECTION SUPERVISOR, MAY APPOINT NOT MORE THAN FOUR (4) ELECTION CLERKS FROM AMONG THE QUALIFIED VOTERS

Page 4 of 39

OF THE CITY AT ANY POLLING PLACE WHERE THEY ARE NEEDED TO CONDUCT AN ORDERLY ELECTION AND TO RELIEVE THE ELECTION JUDGES OF UNDUE HARDSHIP IF HE OR SHE THINKS THEY ARE NEEDED AND IF THE CITY COUNCIL AUTHORIZES IT.

(B) ALL CITY ELECTION PERSONNEL SHALL BE APPOINTED WITHOUT REGARD TO THEIR MEMBERSHIP IN ANY POLITICAL PARTY.

(C) ALL ELECTION JUDGES AND CLERKS, BEFORE ENTERING UPON THEIR DUTIES, MUST SUBSCRIBE TO THE OATH REQUIRED OF ALL PUBLIC OFFICERS BY THE CONSTITUTION OF THE STATE OF ALASKA IN THE MANNER PRESCRIBED BY THE CLERK. IF ANY APPOINTED ELECTION OFFICIAL IS NOT ABLE OR REFUSES TO SERVE ON ELECTION DAY, THE CLERK MAY APPOINT A REPLACEMENT FOR THAT OFFICIAL.

(D) CANDIDATES SHALL NOT SERVE AS ELECTION OFFICIALS. CERTAIN FAMILIAL RELATIONSHIPS MAY NOT EXIST BETWEEN A CANDIDATE AND A PRECINCT ELECTION JUDGE, ELECTION CLERK, OR MEMBER OF A BALLOT COUNTING TEAM IN REGULAR OR SPECIAL ELECTIONS. THOSE FAMILIAL RELATIONSHIPS ARE:

- (1) MOTHER, MOTHER-IN-LAW, STEPMOTHER;
- (2) FATHER, FATHER-IN-LAW, STEPFATHER;
- (3) SISTER, SISTER-IN-LAW, STEPSISTER;
- (4) BROTHER, BROTHER-IN-LAW, STEPBROTHER;
- (5) SPOUSE; OR
- (6) PERSON SHARING THE SAME LIVING QUARTERS.

(E) IF THE ELECTION SUPERVISOR KNOWS OR LEARNS ANY OF THESE RELATIONSHIPS EXIST, THE PRECINCT ELECTION JUDGE, ELECTION CLERK, OR MEMBER OF THE BALLOT COUNTING TEAM SHALL BE NOTIFIED AND THE PERSON REPLACED.

(KC 6-12,13; ORDS. 159, 2108-2005)

6.05.050 COMPENSATION OF ELECTION PERSONNEL.

(A) THE CITY SHALL PAY ALL NECESSARY EXPENSES RELATING TO THE CONDUCT OF EACH CITY ELECTION, INCLUDING THOSE OF SECURITY POLLING PLACES, AND SHALL PROVIDE BALLOT BOXES, BALLOTS, VOTING BOOTHS OR SCREENS, NATIONAL FLAGS, AND OTHER SUPPLIES AND ANY WAGES TO ELECTION OFFICIALS UNLESS OTHERWISE PROVIDED BY THIS CODE.

(B) THE CITY SHALL PAY EACH ELECTION BOARD MEMBER AND CANVASS BOARD MEMBER AN HOURLY RATE FOR TIME SPENT AT HIS OR HER ELECTION DUTIES, INCLUDING THE RECEIVING OF INSTRUCTIONS AND POSTING OF NOTICES. THE ELECTION SUPERVISOR SHALL SET THE HOURLY COMPENSATION TO BE PAID FOR TIME SPENT BY ELECTION OFFICIALS AT A RATE COMPARABLE TO THAT PAID BY THE STATE FOR STATE ELECTIONS. THE CLERK SHALL RETAIN A RECORD FOR AUDITING AND PAYMENT OF ELECTION EXPENSES, INCLUDING THE COST OF GIVING NOTICE, RENTING POLLING PLACES, PAYING ELECTION OFFICIALS, SECURITY BALLOT BOXES, BOOTHS AND OTHER ELECTION NECESSITIES.

(KC 6-14; ORD. 2108-2005)

6.05.060 WATCHERS.

ANY CANDIDATE FOR ELECTIVE CITY OFFICE MAY APPOINT A WATCHER FOR THE PRECINCT. STATE LAW RELATING TO WATCHERS IN STATE ELECTIONS SHALL GOVERN WATCHERS IN CITY ELECTIONS INSOFAR AS IT IS APPLICABLE. (KC 6-15)

6.05.070 CITY CLERK TO SUPERVISE CITY ELECTIONS.

THE CITY CLERK, UNDER DIRECTION OF THE CITY COUNCIL AND IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER, IS THE ELECTION SUPERVISOR FOR AND SHALL ADMINISTER ALL CITY ELECTIONS. (KC 6-16; ORD. 2108-2005)

6.05.080 CITY CLERK TO PREPARE AND FURNISH BALLOTS.

(A) THE CITY CLERK SHALL PREPARE AND FURNISH ALL OFFICIAL BALLOTS IN CITY ELECTIONS. THE PROVISIONS OF STATE LAW RELATING TO THE PREPARATION AND FURNISHING OF BALLOTS IN STATE ELECTIONS SHALL GOVERN THE PREPARATION AND FURNISHING OF BALLOTS IN CITY ELECTIONS INsofar AS THEY ARE APPLICABLE AND ARE NOT IN CONFLICT WITH THE CITY CHARTER OR ORDINANCE; AND THE CITY CLERK SHALL PERFORM THE FUNCTIONS IN REGARD THERETO PRESCRIBED BY LAW FOR THE DIRECTOR OF ELECTIONS IN REGARD THERETO IN STATE ELECTIONS INsofar AS IT IS APPROPRIATE.

(B) AT THE TIME OF PREPARING, THE BALLOTS MAY BE INSPECTED BY ANY CANDIDATE WHOSE NAME IS ON THE BALLOT, OR BY HIS OR HER AUTHORIZED AGENT, AND ANY DISCOVERED MISTAKE SHALL BE CORRECTED IMMEDIATELY.

(C) THE CITY CLERK SHALL PROVIDE TINTED SAMPLE BALLOTS, OATHS OF OFFICE OF JUDGES, QUESTIONED OATHS, TALLY SHEETS WHEN REQUIRED, INSTRUCTIONS TO VOTERS, WARNING NOTICES, AND OTHER FORMS AND SUPPLIES REQUIRED FOR CITY ELECTIONS; AND HE OR SHE SHALL GIVE THE DUPLICATE REGISTRATION INDEX AND AN ADEQUATE SUPPLY OF OFFICIAL BALLOTS, SAMPLE BALLOTS, AND ALL OTHER NECESSARY SUPPLIES AND MATERIALS TO THE CHAIRS OF THE PRECINCT ELECTION BOARDS IN ADEQUATE TIME BEFORE A CITY ELECTION.

(KC 6-17; ORDS. 803, 941, 1652-95, 2108-2005)

6.05.090 BALLOT BOXES, VOTING BOOTHS.

THE CITY CLERK SHALL PROVIDE SUITABLE BALLOT BOXES AND AN ADEQUATE NUMBER OF VOTING BOOTHS OR SCREENS. REGULATIONS MADE BY THE DIRECTOR OF ELECTIONS, RELATING TO POLLING PLACES, BALLOT BOXES, VOTING BOOTHS, SCREENS, FLAGS, AND SUPPLIES FOR STATE ELECTIONS, SHALL GOVERN THESE MATTERS IN RELATION TO CITY ELECTIONS INsofar AS THEY ARE APPLICABLE AND ARE NOT SUPERSEDED BY ORDINANCE. (KC 6-18; ORD. 803)

6.05.100 NOTICE OF ELECTIONS—REGULAR AND SPECIAL.

(A) AT LEAST TEN (10) DAYS BEFORE EVERY CITY ELECTION, REGULAR OR SPECIAL, THE CITY CLERK SHALL CAUSE TO BE PUBLISHED BY POSTING ON THE OFFICIAL CITY BULLETIN BOARD IN OR ON THE CITY ADMINISTRATION BUILDING AND IN TWO (2) OTHER PLACES IN THE CITY, OR IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE CITY, A NOTICE OF SUCH ELECTION. THE NOTICE SHALL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

- (1) THE DATE OF THE ELECTION;
- (2) TIME DURING WHICH THE POLLING PLACE WILL BE OPEN;
- (3) THE LOCATION OF THE POLLING PLACE;
- (4) OFFICES TO WHICH CANDIDATES ARE TO BE ELECTED (IF ANY);
- (5) AND THE SUBJECTS OF THE PROPOSITIONS AND QUESTIONS WHICH ARE TO BE SUBMITTED TO THE VOTERS AT THE ELECTION (IF ANY).

(B) FAILURE TO PUBLISH SUCH A NOTICE OF AN ELECTION SHALL NOT AFFECT THE VALIDITY OF THE ELECTION OR OF THE VOTE FOR ANY CANDIDATE OR ON ANY PROPOSAL; BUT, IF CAUSED BY THE CITY CLERK, SHALL CONSTITUTE FAILURE TO PERFORM HIS OR HER OFFICIAL DUTIES.

(C) IN ADDITION TO THE ABOVE NOTICE, THE CITY CLERK SHALL PUBLISH IN FULL EVERY CHARTER AMENDMENT, EVERY ORDINANCE, AND EVERY OTHER QUESTION WHICH IS TO BE SUBMITTED AT AN ELECTION, EXCEPT A REFERRED ORDINANCE WHICH WAS PUBLISHED IN FULL AFTER PASSAGE, NOT MORE THAN FOUR (4) WEEKS

AND AT LEAST TWO (2) WEEKS BEFORE THE ELECTION IN ACCORDANCE WITH THE CITY CHARTER, SECTIONS 1-7(4) AND 10-8.

(KC 6-19)

6.05.110 CONDUCTING AN ELECTION—CANVASSING RETURNS.

ALASKA STATUTES, CHAPTERS 15.15 THROUGH 15.20 AND ANY AMENDMENTS THERETO, SHALL APPLY TO THE CITY ELECTIONS INsofar AS THEY DO NOT CONFLICT WITH SPECIFIC CITY ORDINANCES. THE PRECINCT ELECTION BOARDS SHALL DELIVER TO THE CITY CLERK ONE (1) COPY OF THE CERTIFICATE WITH THE RESULTS OF THE VOTE IN THE PRECINCT, THE REGISTERS SIGNED BY PERSONS VOTING, ALL BALLOTS CAST, ALL BALLOTS IMPROPERLY MARKED, DAMAGED OR UNLAWFULLY EXHIBITED, AND ALL OATHS, AFFIRMATIONS AND AFFIDAVITS TO THE COUNCIL AS PROVIDED BY KMC 6.05.130. THE CHAIR OF EACH PRECINCT ELECTION BOARD SHALL RETAIN POSSESSION OF A DUPLICATE COPY OF THE RESULTS, WHICH COPY MAY BE DESTROYED BY EACH CHAIR TWENTY (20) DAYS AFTER THE ELECTION UNLESS THE CITY CLERK OR THE CITY COUNCIL REQUESTS ITS DELIVERY. (ORDS. 193, 803, 881, 1788-98, 2556-2011)

6.05.120 ESTABLISHMENT OF CANVASSING BOARD AND PROCEDURES.

(A) PURSUANT TO THE PROVISIONS OF SECTION 10-9 OF THE CHARTER OF THE CITY OF KENAI, THERE IS HEREBY ESTABLISHED A CANVASSING BOARD FOR THE CANVASSING OF ALL CITY ELECTIONS; REGULAR AND SPECIAL, AND TO ASCERTAIN AND DECLARE THE RESULTS THEREOF, AS FOLLOWS:

(1) THE CITY CLERK IS HEREBY DESIGNATED AS THE CHAIR OF THE CANVASSING BOARD.

(2) THE CANVASSING BOARD SHALL CONSIST OF THE CITY CLERK, CHAIR OF EACH PRECINCT ELECTION BOARD WITHIN THE CITY, AND UP TO FIVE (5) ADDITIONAL JUDGES SELECTED FROM AMONG THE QUALIFIED VOTERS OF THE CITY. IN THE EVENT ANY SUCH APPOINTED MEMBER OF THE BOARD IS ABSENT FROM THE CITY, ILL, OR OTHERWISE UNABLE TO ATTEND AT THE TIME SET FOR CANVASSING THE BALLOT, THE CITY CLERK IS HEREBY AUTHORIZED TO APPOINT ANOTHER ELECTION JUDGE FROM THE SAME PRECINCT TO SUBSTITUTE FOR THE APPOINTED MEMBER.

(B) THE CANVASSING BOARD SHALL MEET IN PUBLIC SESSION ON THE TUESDAY FOLLOWING EVERY CITY ELECTION, REGULAR OR SPECIAL, AT 8:30 A.M. AND, IF NECESSARY, CONTINUE THROUGH THE FOLLOWING DAY AND SHALL PROMPTLY PROCEED TO CANVASS THE RETURNS OF SAID ELECTION, MAKING DECISIONS AS TO VALIDITY OF QUESTIONED BALLOTS, COUNTING ABSENTEE BALLOTS, AND ASCERTAINING AND DECLARING THE RESULTS OF SAID ELECTION. THE CANVASS OF THE BALLOT VOTE COUNTED BY THE PRECINCT ELECTION BOARDS SHALL BE ACCOMPLISHED BY REVIEWING THE TALLIES OF THE RECORDED VOTE TO CHECK FOR MATHEMATICAL ERROR BY COMPARING TOTALS WITH THE PRECINCT'S CERTIFICATE OF RESULTS. ALL OBVIOUS ERRORS FOUND BY THE ELECTION CANVASS IN THE TRANSFER OF TOTALS FROM THE PRECINCT TALLY SHEETS TO THE PRECINCT CERTIFICATE OF RESULTS SHALL BE CORRECTED BY THE CANVASSING BOARD. A MISTAKE THAT HAS BEEN MADE IN PRECINCT RETURNS, AND THAT IS NOT CLEARLY AN ERROR IN THE TRANSFER OF THE RESULTS FROM THE TALLIES TO THE CERTIFICATE OF RESULTS, EMPOWERS THE CANVASSING BOARD TO RECOMMEND A RECOUNT OF THE RESULTS OF THE PRECINCT OR PRECINCTS FOR THAT PORTION OF THE RETURNS IN QUESTION.

(C) IN ORDER TO BE COUNTED, ABSENTEE BALLOTS THAT ARE MAILED MUST BE MAILED ON OR BEFORE THE DATE OF THE ELECTION, AND IF THE ENVELOPE

CONTAINING THE BALLOT IS POSTMARKED, THE POST MARK DATE MUST BE ON OR BEFORE THE DATE OF ELECTION, AND SAID BALLOT MUST BE RECEIVED IN THE CITY OF KENAI'S MAIL BY NOON ON THE SEVENTH (7TH) DAY AFTER THE ELECTION. BALLOT ENVELOPES RECEIVED BY UNITED STATES POSTAL SERVICE WITHOUT A POSTMARK SHALL BE COUNTED, PROVIDED THE BALLOT ENVELOPE MEETS ALL OTHER REQUIREMENTS (SIGNATURES, REGISTRATION, ETC.) AND THE RECEIPT BY THE CITY INDICATES THE BALLOT WAS MAILED ON OR BEFORE THE DATE OF THE ELECTION AND THE BALLOT WAS RECEIVED IN THE CITY OF KENAI'S MAIL BY NOON ON THE SEVENTH (7TH) DAY AFTER THE ELECTION.

(D) THE CITY CLERK, AS CHAIR OF THE CANVASSING BOARD, SHALL REPORT THE RESULTS OF THE ELECTION TO THE CITY COUNCIL AS THE FIRST ORDER OF BUSINESS FOLLOWING THE ROLL CALL AT THE NEXT REGULAR COUNCIL MEETING FOLLOWING THE MEETING OF THE CANVASSING BOARD.

(KC 6-12; ORDS. 707, 1652-95, 2108-2005, 2488-2010, 2556-2011)

6.05.130 TIE VOTES.

IN CASE OF FAILURE TO ELECT BECAUSE OF A TIE VOTE, THE COUNCIL SHALL IMMEDIATELY PROCEED TO RECOUNT THE VOTES. IF THERE IS STILL A FAILURE TO ELECT BECAUSE OF A TIE AFTER COMPLETION OF THE RECOUNT, THE ELECTION SHALL BE DETERMINED FAIRLY BY LOT FROM AMONG THE CANDIDATES TYING, IN A MEETING OF THE COUNCIL AND UNDER ITS DIRECTION, IN ACCORDANCE WITH THE CITY CHARTER, SECTION 10-4. (KC 6-22)

6.05.140 ABSENTEE VOTING.

ANY QUALIFIED VOTER WHO MAY SECURE AND CAST AN ABSENTEE BALLOT IN A STATE ELECTION MAY SECURE AND CAST AN ABSENTEE BALLOT IN A CITY ELECTION. THE CITY CLERK SHALL SUPERVISE ABSENTEE VOTING, AND SHALL ISSUE NECESSARY INSTRUCTIONS REGARDING THE PROCEDURE FOR ABSENTEE VOTING TO QUALIFIED APPLICANTS FOR ABSENTEE BALLOTS. THE CITY CLERK SHALL PROVIDE THE ABSENTEE BALLOTS, THE SECRECY ENVELOPES FOR THE BALLOTS, AND THE POSTAGE-PAID RETURN ENVELOPES THEREFOR, AND ANY OTHER FORMS AND SUPPLIES REQUIRED FOR THE USE OF ABSENTEE VOTERS. (KC 6-23; ORD. 2488-2010)

6.05.145 ABSENTEE VOTING IN PERSON.

(A) A QUALIFIED VOTER MAY APPLY IN PERSON FOR AN ABSENTEE BALLOT AT THE OFFICE OF THE CITY CLERK DURING REGULAR OFFICE HOURS, OR THE VOTER MAY APPLY TO THE BOROUGH CLERK'S OFFICE OR ABSENTEE VOTING OFFICIAL IN HIS OR HER AREA DURING REGULAR OFFICE HOURS.

(B) ON RECEIPT OF AN APPLICATION IN PERSON FOR AN ABSENTEE BALLOT AND EXHIBITION OF PROOF OF IDENTIFICATION AS REQUIRED IN THIS TITLE, THE CLERK SHALL ISSUE THE BALLOT TO THE APPLICANT.

(C) THE VOTER SHALL PROCEED TO MARK THE BALLOT IN SECRET, TO PLACE THE BALLOT IN THE SMALL ENVELOPE, TO PLACE THE SMALL ENVELOPE IN THE LARGER ENVELOPE IN THE PRESENCE OF THE ELECTION OFFICIAL WHO SHALL SIGN AS ATTESTING OFFICIAL AND DATE OF HIS OR HER SIGNATURE. THE ELECTION OFFICIAL SHALL THEN ACCEPT THE BALLOT.

(D) THE ELECTION OFFICIAL MAY NOT ACCEPT A MARKED BALLOT THAT HAS BEEN EXHIBITED BY AN ABSENTEE VOTER WITH INTENT TO INFLUENCE OTHER VOTERS. IF THE ABSENTEE VOTER IMPROPERLY MARKS OR OTHERWISE DAMAGES A BALLOT, THE VOTER MAY REQUEST, AND THE ELECTION OFFICIAL SHALL PROVIDE HIM OR

HER WITH ANOTHER BALLOT UP TO A MAXIMUM OF THREE (3). EXHIBITED, IMPROPERLY MARKED, OR DAMAGED BALLOTS SHALL BE DESTROYED. THE NUMBERS OF ALL BALLOTS DESTROYED SHALL BE NOTED ON THE BALLOT STATEMENT.

(E) EACH ABSENTEE VOTING OFFICIAL SHALL KEEP A RECORD OF THE NAMES AND THE SIGNATURES OF VOTERS WHO CAST ABSENTEE BALLOTS BEFORE HIM OR HER AND THE DATES ON WHICH THE BALLOTS WERE CAST.

(ORD. 1799-98)

6.05.150 ABSENTEE VOTING—APPLICATION.

ANY QUALIFIED VOTER WHO IS ENTITLED TO SECURE AND CAST AN ABSENTEE BALLOT MAY APPLY TO THE CITY CLERK IN PERSON, BY A PERSONAL REPRESENTATIVE, BY MAIL, OR BY ELECTRONIC TRANSMISSION, FOR AN ABSENTEE BALLOT. AN APPLICATION FOR AN ABSENTEE BALLOT RECEIVED BY THE CITY BY MAIL OR ELECTRONIC TRANSMISSION SHALL INCLUDE THE NAME OF THE APPLICANT AND BOTH THE LOCATION, I.E., ELECTRONIC, FACSIMILE, OR MAILING ADDRESS TO WHICH THE ABSENTEE BALLOT IS TO BE RETURNED AND HIS OR HER FULL RESIDENTIAL ADDRESS IN THE CITY. THE DATES FOR MAKING SUCH APPLICATIONS FOR ABSENTEE BALLOTS IN CITY ELECTIONS SHALL BE NOT LESS THAN SEVEN (7) DAYS PRIOR TO THE ELECTION. THE CITY CLERK SHALL FOLLOW THE PROCEDURE PRESCRIBED BY STATE LAW FOR ELECTION OFFICIALS IN DETERMINING WHETHER AN APPLICANT IS ENTITLED TO SECURE AND CAST AN ABSENTEE BALLOT. (KC 6-24; ORDS. 1652-95, 2556-2011)

6.05.160 ABSENTEE VOTING—BALLOTS.

VOTERS CASTING ABSENTEE BALLOTS SHALL MARK THE BALLOT, PLACE THE BALLOT IN THE SECRECY ENVELOPE AND THEN PLACE THE SECRECY ENVELOPE WITH THE MARKED BALLOT INSIDE THE POSTAGE-PAID RETURN ENVELOPE, AND RETURN THE DOCUMENTS TO THE CITY CLERK IN THE SAME MANNER AND UNDER THE SAME REGULATIONS, AS NEARLY AS MAY BE, AS REQUIRED BY LAW IN STATE ELECTIONS. (KC 6-25; ORD. 2488-2010)

6.05.170 ABSENTEE VOTING—BY MAIL.

(A) A QUALIFIED VOTER MAY APPLY FOR AN ABSENTEE BALLOT BY MAIL IF THE APPLICATION IS POSTMARKED NOT EARLIER THAN THE FIRST OF THE YEAR IN WHICH THE ELECTION IS TO BE HELD NOR LESS THAN SEVEN (7) DAYS BEFORE AN ELECTION. A VOTER MAY REQUEST HIS OR HER NAME BE PLACED ON PERMANENT ABSENTEE BY MAIL STATUS. THE APPLICATION SHALL INCLUDE THE ADDRESS TO WHICH THE ABSENTEE BALLOT IS TO BE RETURNED, THE APPLICANT'S FULL ALASKA RESIDENCE ADDRESS, AND THE APPLICANT'S SIGNATURE.

(B) AFTER RECEIPT OF AN APPLICATION BY MAIL, THE CITY CLERK SHALL SEND THE ABSENTEE BALLOT AND OTHER ABSENTEE VOTING MATERIAL TO THE APPLICANT BY FIRST CLASS MAIL. THE MATERIALS SHALL BE SENT AS SOON AS THEY ARE READY FOR DISTRIBUTION. THE POSTAGE PAID RETURN ENVELOPE SENT WITH THE MATERIALS SHALL BE ADDRESSED TO THE CITY CLERK.

(C) UPON RECEIPT OF AN ABSENTEE BALLOT BY MAIL, THE VOTER, IN THE PRESENCE OF A NOTARY PUBLIC, COMMISSIONED OFFICER OF THE ARMED FORCES INCLUDING THE NATIONAL GUARD, DISTRICT JUDGE OR MAGISTRATE, UNITED STATES POSTAL OFFICIAL, OR OTHER PERSON QUALIFIED TO ADMINISTER OATHS, MAY PROCEED TO MARK THE BALLOT IN SECRET, TO PLACE THE BALLOT IN THE SECRECY ENVELOPE, TO PLACE THE SECRECY ENVELOPE IN THE POSTAGE PAID ENVELOPE, AND TO SIGN THE VOTER'S CERTIFICATE ON THE BACK OF THE

POSTAGE-PAID RETURN ENVELOPE IN THE PRESENCE OF AN OFFICIAL LISTED IN THIS SUBSECTION WHO SHALL SIGN AS ATTESTING OFFICIAL AND SHALL DATE HIS OR HER SIGNATURE. IF NONE OF THE OFFICIALS LISTED IN THIS SUBSECTION ARE REASONABLY ACCESSIBLE, AN ABSENTEE VOTER SHALL HAVE THE BALLOT WITNESSED BY A PERSON OVER THE AGE OF EIGHTEEN (18) YEARS.

(D) AN ABSENTEE BALLOT MUST BE MARKED AND ATTESTED ON OR BEFORE THE DATE OF THE ELECTION. IF THE VOTER RETURNS THE BALLOT BY MAIL, HE OR SHE SHALL USE A MAIL SERVICE AT LEAST EQUAL TO FIRST CLASS AND MAIL THE BALLOT NOT LATER THAN THE DAY OF THE ELECTION TO THE CITY CLERK. THE BALLOT ENVELOPE MUST BE POSTMARKED ON OR BEFORE MIDNIGHT OF ELECTION DAY AND RECEIVED BY THE CITY CLERK NO LATER THAN NOON ON THE SEVENTH DAY AFTER THE ELECTION. BALLOT ENVELOPES RECEIVED AFTER THAT TIME SHALL NOT BE OPENED BUT SHALL BE MARKED "INVALID," WITH THE DATE OF RECEIPT NOTED THEREON, AND SHALL BE PRESERVED WITH OTHER BALLOTS OF THE ELECTION.

(E) THE CITY CLERK MAY REQUIRE A VOTER CASTING AN ABSENTEE BALLOT BY MAIL TO PROVIDE PROOF OF IDENTIFICATION OR OTHER INFORMATION TO AID IN THE ESTABLISHMENT OF HIS OR HER IDENTITY.

(F) THE CITY CLERK SHALL MAINTAIN A RECORD OF THE NAME OF EACH VOTER TO WHOM AN ABSENTEE BALLOT IS SENT BY MAIL. THE RECORD MUST LIST THE DATE ON WHICH THE BALLOT IS MAILED AND THE DATE ON WHICH THE BALLOT IS RECEIVED BY THE CITY CLERK AND THE DATES ON WHICH THE BALLOT WAS EXECUTED AND POSTMARKED.

(ORDS. 2488-2010, 2556-2011)

6.05.180 VOTING—AUTHORIZED.

THE ELECTION OFFICIAL MAY PROVIDE FOR VOTING AT ONE (1) OR MORE VOTING PLACES FOR ONE (1) OR MORE QUESTIONS OR OFFICES ON A BALLOT. (ORDS. 881, 1788-98)

6.05.190 VOTING—BOARDS.

THE ELECTION OFFICIAL SHALL APPOINT A RECEIVING BOARD AND A DATA PROCESSING CONTROL BOARD, EACH CONSISTING OF THREE (3) MEMBERS. THE ELECTION OFFICIAL SHALL APPOINT A CHAIR OF EACH BOARD AND ADMINISTER THE OATH PRESCRIBED FOR ELECTION JUDGES TO BOTH CHAIR WHO SHALL ADMINISTER THE OATH TO THE REMAINING MEMBERS OF THEIR RESPECTIVE BOARDS. A VACANCY ON A BOARD SHALL BE FILLED BY THE ELECTION OFFICIAL. (ORDS. 881, 1788-98)

6.05.200 VOTING DEVICES AND MACHINES.

(A) VOTING DEVICES AND MACHINES WILL BE USED FOR ALL REGULAR AND SPECIAL ELECTIONS UNLESS DETERMINED NOT TO BE PRACTICAL BY THE CLERK. THE LAWS OF THE STATE CONCERNING VOTING DEVICES AND MACHINES ARE INCORPORATED IN THIS CHAPTER AS IF FULLY SET OUT IN THIS CHAPTER EXCEPT FOR PROVISIONS IN CONFLICT WITH THIS CHAPTER.

(B) THE ELECTION OFFICIAL SHALL DESIGNATE THE COMPUTERS TO BE USED IN COUNTING THE BALLOTS AND MAY NEGOTIATE AND CONTRACT WITH THE KENAI PENINSULA BOROUGH OR A PRIVATE COMPUTER SERVICE FOR THE NEEDED COMPUTER SERVICES.

(ORDS. 881, 941, 1788-98)

6.05.210 VOTING—TESTS AND SECURITY.

NO LATER THAN ONE (1) WEEK BEFORE THE ELECTION, THE COMPUTER VOTE COUNTING PROGRAM MUST BE TESTED IN THE PRESENCE OF, AND TO THE SATISFACTION OF, THE DATA PROCESSING CONTROL BOARD. (ORDS. 881, 1788-98)

6.05.220 RECOUNT OF VOTES—APPLICATION.

(A) ANY DEFEATED CANDIDATE OR ANY TEN (10) QUALIFIED VOTERS, WHO BELIEVE THAT A MISTAKE HAS BEEN MADE BY AN ELECTION OFFICIAL OR BY THE COUNCIL IN COUNTING THE VOTES IN ANY ELECTION, MAY MAKE AN APPLICATION IN WRITING TO THE COUNCIL FOR A RECOUNT OF THE VOTES FROM THE PRECINCT FOR ANY PARTICULAR OFFICE OR ON ANY PARTICULAR QUESTION. THE APPLICATION MUST BE FILED WITH THE MAYOR, THE CITY CLERK, OR IN THE OFFICE OF THE CITY CLERK WITHIN TWENTY-FOUR (24) HOURS, EXCLUDING ANY SATURDAY, SUNDAY, OR HOLIDAY AFTER THE COUNCIL DECLARES THE RESULTS OF THE VOTE BEING QUESTIONED. IN CASE OF A TIE VOTE BETWEEN TWO (2) OR MORE CANDIDATES, THE COUNCIL SHALL RECOUNT THE VOTES WITHOUT AN APPLICATION THEREFOR.

(B) THE PERSON OR PERSONS APPLYING FOR A RECOUNT SHALL DEPOSIT ONE HUNDRED DOLLARS (\$100.00) IN CASH, BY CERTIFIED CHECK, OR BY BOND WITH SURETY APPROVED BY THE COUNCIL, EXCEPT IN THE CASE OF A TIE VOTE FOR CANDIDATES (WHEN NO DEPOSIT SHALL BE REQUIRED). IF ON THE RECOUNT A CANDIDATE OTHER THAN THE CANDIDATE WHO WAS FIRST DECLARED ELECTED IS DECLARED ELECTED, OR IF THE RESULT OF THE VOTE ON A QUESTION IS REVERSED, OR IF THE VOTE ON RECOUNT IS DETERMINED TO BE FOUR PERCENT (4%) OR MORE IN EXCESS OF THE VOTE REPORTED AFTER THE FIRST CANVASS FOR THE CANDIDATE APPLYING FOR THE RECOUNT OR IN FAVOR OF THE OPPOSED TO THE QUESTION STATED IN THE APPLICATION, THE DEPOSIT SHALL BE REFUNDED; OTHERWISE, IT SHALL BE PLACED IN THE GENERAL FUND OF THE CITY.

(C) THE COUNCIL SHALL BEGIN THE RECOUNT WITHIN FORTY-EIGHT (48) HOURS AFTER RECEIVING THE APPLICATION, EXCLUDING ANY SATURDAY, SUNDAY, OR HOLIDAY, SHALL PROCEED WITH IT AS FAST AS PRACTICABLE, AND, SHALL DECLARE THE RESULTS THEREOF. THE CITY CLERK SHALL PROMPTLY ISSUE ANOTHER ELECTION CERTIFICATE IF A CHANGE IN THE RESULTS REQUIRE IT.

(KC 6-27; ORD. 2108-2005)

6.05.230 APPEAL TO THE COURTS AFTER RECOUNT.

ANY CANDIDATE OR A MAJORITY OF THE PERSONS WHO REQUESTED A RECOUNT WHO HAVE REASON TO BELIEVE THAT AN ERROR HAS BEEN MADE IN THE RECOUNT INVOLVING ANY CANDIDATE OR QUESTION, MAY APPEAL TO THE SUPERIOR COURT IN ACCORDANCE WITH APPLICABLE COURT RULES GOVERNING APPEALS IN CIVIL MATTERS. THE FILING OF THE APPEAL AND THE PROCEEDINGS SHALL BE, AS NEARLY AS MAY BE, AS IN CASE OF SUCH AN APPEAL MADE AFTER A RECOUNT IN A STATE ELECTION. (KC 6-28)

6.05.240 ELECTION CONTESTS.

ANY DEFEATED CANDIDATE OR TEN (10) QUALIFIED VOTERS, BY ACTION BROUGHT IN THE SUPERIOR COURT, MAY CONTEST THE ELECTION OF ANY PERSON OR THE APPROVAL OR REJECTION OF ANY QUESTION UPON THE SAME GROUNDS AND IN THE SAME MANNER, AS NEARLY AS MAY BE, AS IN ELECTION CONTESTS ARISING OUT OF STATE ELECTIONS. THE CITY CLERK SHALL PROMPTLY ISSUE ANY NEW ELECTION CERTIFICATE REQUIRED TO REFLECT THE JUDGMENT OF THE COURT. (KC 6-29)

6.05.250 RULES AND REGULATIONS.

RULES AND REGULATIONS MADE BY THE DIRECTOR OF ELECTIONS PURSUANT TO LAW REGULATING STATE ELECTIONS SHALL ALSO APPLY TO CITY ELECTIONS INSOFAR AS THEY ARE APPLICABLE. THE CITY CLERK SHALL HAVE THE POWERS AND DUTIES PRESCRIBED FOR THE DIRECTOR OF ELECTIONS IN SAID RULES AND REGULATIONS, WITH REGARD TO CITY ELECTIONS, INSOFAR AS IT WOULD BE APPROPRIATE IN CITY ELECTIONS. (KC 6-31; ORD. 803)

6.05.260 CITY ELECTION TIME.

NOTHING IN THIS CHAPTER SHALL PROHIBIT HOLDING A CITY ELECTION ON THE SAME DAY AND BY THE SAME ELECTION PERSONNEL AS A STATE, BOROUGH, OR OTHER PUBLIC ELECTION, OR SUBMITTING A CITY QUESTION AT SUCH AN ELECTION, AS AUTHORIZED BY THE CITY CHARTER, SECTION 10-8. (KC 6-32)

6.05.270 OFFENSES AND PENALTIES.

(A) IT IS UNLAWFUL FOR ANY PERSON, FIRM, OR CORPORATION TO DO ANY OF THE FOLLOWING ACTS, AND ANY PERSON, FIRM, OR CORPORATION WHO DOES ANY OF THE FOLLOWING ACTS SHALL BE GUILTY OF A VIOLATION:

- (1) DIRECTLY OR INDIRECTLY USES OR THREATENS TO USE FORCE, COERCION, VIOLENCE, RESTRAINT, INFLECTS, OR THREATENS TO INFLICT DAMAGE, HARM, OR LOSS UPON OR AGAINST ANY PERSON TO INDUCE OR COMPEL THE PERSON TO VOTE OR REFRAIN FROM VOTING FOR ANY CANDIDATE IN ANY ELECTION OR FOR ANY ELECTION PROPOSITION OR QUESTION.
- (2) GIVES OR PROMISES TO GIVE, OR OFFERS ANY MONEY OR VALUABLE THING TO ANY PERSON, WITH THE INTENT TO INDUCE HIM OR HER TO VOTE FOR OR RESTRAIN HIM OR HER FROM VOTING FOR ANY CANDIDATE AT ANY ELECTION OR ANY ELECTION PROPOSITION OR QUESTION.
- (3) KNOWINGLY PRINTS OR CIRCULATES, OR CAUSES TO BE WRITTEN, PRINTED, OR CIRCULATED, ANY LETTER, CIRCULAR, BILL, PLACARD, POSTER, OR OTHER PUBLICATION RELATING TO ANY ELECTION OR TO ANY CANDIDATE AT ANY ELECTION OR TO ANY ELECTION PROPOSITION OR QUESTION WITHOUT THE SAME BEARING ON ITS FACE THE NAME AND ADDRESS OF THE AUTHOR, PRINTER, AND PUBLISHER THEREOF.
- (4) WRITES, PRINTS, OR CIRCULATES, OR WHO SHALL CAUSE TO BE WRITTEN, PRINTED, OR CIRCULATED, ANY LETTER, CIRCULAR, BILL, PLACARD, OR POSTER, OR WHO CAUSES ANY PAID ADVERTISEMENT TO BE PLACED IN A NEWSPAPER OR ANY OTHER PUBLICATION, OR WHO PAYS OR CONTRIBUTES TO THE PAYMENT FOR ANY SUCH ADVERTISEMENT, OR WHO MAKES ANY RADIO BROADCAST, WILLFULLY KNOWING THE LETTER, CIRCULAR, BILL, PLACARD, POSTER, PUBLICATION, PAID ADVERTISEMENT, OR RADIO BROADCAST TO CONTAIN ANY FALSE STATEMENT, CHARGE, OR COMMENT RELATING TO ANY CANDIDATE TO ANY ELECTION OR TO ANY ELECTION PROPOSITION OR QUESTION.
- (5) HAS IN HIS OR HER POSSESSION OUTSIDE OF THE VOTING ROOM ANY OFFICIAL BALLOT, PROVIDED THAT THIS SHALL NOT APPLY TO ELECTION OFFICIALS OR OTHER PROPERLY AUTHORIZED PERSONS HAVING SUCH POSSESSION IN LINE OF DUTY.
- (6) MAKES OR KNOWINGLY HAS IN HIS OR HER POSSESSION ANY COUNTERFEIT OF AN OFFICIAL BALLOT.
- (7) REFUSES TO ALLOW AN EMPLOYEE REASONABLE TIME OFF FOR THE PURPOSE OF VOTING WHEN THE EMPLOYEE DOES NOT HAVE A REASONABLE

AMOUNT OF TIME TO VOTE BEFORE OR AFTER WORK, OR WHO, AFTER ALLOWING THE TIME OFF, DEDUCTS THE TIME FROM THE COMPENSATION OF THE EMPLOYEE.

(8) BEING AN ELECTION OFFICIAL WHILE THE POLLS ARE OPEN, OPENS ANY BALLOT RECEIVED FROM A VOTER AT AN ELECTION, OR MARKS A BALLOT BY FOLDING OR OTHERWISE SO AS TO BE ABLE TO RECOGNIZE IT, OR OTHERWISE ATTEMPTS TO LEARN HOW ANY VOTER MARKED HIS OR HER BALLOT, OR ALLOWS THE SAME TO BE DONE BY ANY OTHER PERSON.

(9) WRITES, PRODUCES, OR ASSISTS IN WRITING OR PRODUCING ANY PUBLISHED LETTER, CIRCULAR, POSTER, BILL, PUBLICATION, OR PLACARD, KNOWING THAT IT CONTAINS ANY FALSE STATEMENT OR FALSE CHARGE REFLECTING ON THE CHARACTER, MORALITY, OR INTEGRITY OF ANY CANDIDATE AT ANY ELECTION.

(10) VOTES OR ATTEMPTS TO VOTE IN THE NAME OF ANOTHER PERSON OR IN ANY NAME OTHER THAN HIS OR HER OWN.

(11) BY FORCE, THREAT, INTIMIDATION, OR OFFER OF REWARD, INDUCES OR ATTEMPTS TO INDUCE ANY ELECTION OFFICIAL TO FAIL IN HIS OR HER DUTY.

(12) WILLFULLY CHANGES OR CAUSES TO BE CHANGED ANY OFFICIAL ELECTION DOCUMENTS, INCLUDING BALLOTS, TALLIES, AND RETURNS, OR ATTEMPTS TO DO THE SAME.

(13) WILLFULLY DELAYS OR CAUSES TO BE DELAYED THE ELECTION RETURNS, OR ATTEMPTS TO DO SO.

(14) WILLFULLY VOTES OR ATTEMPTS TO VOTE MORE THAN ONCE AT THE SAME ELECTION.

(15) SIGNS ANY NAME OTHER THAN HIS OR HER OWN TO A PETITION PROPOSING AN INITIATIVE, REFERENDUM, OR RECALL, OR KNOWINGLY SIGNS HIS OR HER NAME MORE THAN ONCE FOR THE SAME PROPOSITION OR QUESTION AT ONE (1) ELECTION, OR SIGNS THE PETITION KNOWING THAT HE OR SHE IS NOT A QUALIFIED VOTER.

(16) HAVING BEEN CONTRACTED OR EMPLOYED BY THE CITY TO PRINT OR REPRODUCE IN ANY MANNER ANY OFFICIAL BALLOT, WILLFULLY APPROPRIATES TO HIM OR HERSELF, OR GIVES OR DELIVERS TO, OR KNOWINGLY PERMITS TO BE TAKEN BY ANYONE OTHER THAN A PERSON AUTHORIZED BY THE CITY CLERK, ANY OFFICIAL BALLOTS, OR KNOWINGLY PRINTS, REPRODUCES, OR CAUSES TO BE PRINTED OR REPRODUCED ANY OFFICIAL BALLOTS IN ANY OTHER FORM OR WITH ANY OTHER CONTENT THAN THAT PRESCRIBED BY THE CHARTER, ORDINANCE, OR AS DIRECTED BY THE CITY CLERK.

(17) WILLFULLY MAKES A FALSE AFFIDAVIT OR SWEARS FALSELY UNDER ANY OATH REQUIRED IN CONNECTION WITH ANY ELECTION OR REGISTRATION FOR VOTING OR FALSELY AFFIRMS IN LIEU OF SO SWEARING.

(18) WILLFULLY FAILS TO PERFORM ANY ELECTION DUTY OR KNOWINGLY DOES ANY UNAUTHORIZED ACT WITH THE INTENT TO AFFECT THE ELECTION OR ITS RESULTS.

(19) WILLFULLY PERMITS, MAKES, OR ATTEMPTS TO MAKE ANY FALSE COUNT OR REPORT OF THE ELECTION RETURNS.

(20) BEING AN ELECTION OFFICIAL, WILLFULLY CONCEALS, WITHHOLDS, WRONGFULLY CHANGES, MUTILATES, OR DESTROYS THE ELECTION RETURNS, OR ATTEMPTS TO DO SO.

(B) ANY PERSON, FIRM, OR CORPORATION WHO IS GUILTY OF A VIOLATION AS DEFINED HEREINABOVE SHALL BE PUNISHED UPON CONVICTION THEREOF AS PROVIDED FOR MISDEMEANORS IN KMC 13.05.010.

6.05.280 RECORD RETENTION.

(A) THE CERTIFICATE OF RETURNS OF THE CANVASSING BOARD SHALL BE MAINTAINED PERMANENTLY, AND DESCRIPTIONS OF ELECTION BOUNDARIES, PRECINCTS, AND POLLING PLACES SHALL BE MAINTAINED UNTIL THEY ARE REVISED.
(B) OTHER ELECTION RECORDS SHALL BE MAINTAINED FOR THE PERIOD SET FORTH BELOW:

FINANCIAL DISCLOSURE FORM	SIX YEARS
CANDIDATE AFFIDAVIT OF EXPENSE AND CONTRIBUTIONS	FIVE YEARS
ELECTION REGISTERS	FOUR YEARS
NOMINATING PETITIONS	THREE YEARS
DECLARATION OF CANDIDACY	THREE YEARS
REJECTED BALLOTS	ONE YEAR, UNLESS ELECTION CONTESTED
CERTIFICATES OF ELECTION RETURN REPORTS	PERMANENTLY

(C) THE CITY CLERK SHALL INFORM THE CITY COUNCIL PRIOR TO DESTRUCTION OF ANY RECORDS, SPECIFYING THE TYPE OF RECORD AND THE DATE OF THE ELECTION TO WHICH IT RELATES.
(ORDS. 2488-2010, 2556-2011)

6.05.300 VOTING BY MAIL, BALLOTS, BALLOT REVIEW, BALLOT ENVELOPES.

(A) THE CITY CLERK MAY CONDUCT A SPECIAL ELECTION BY MAIL.
(B) WHEN THE CLERK CONDUCTS A SPECIAL ELECTION BY MAIL, THE CLERK SHALL SEND A BALLOT TO EACH PERSON WHOSE NAME APPEARS ON THE OFFICIAL VOTER REGISTRATION LIST PREPARED UNDER AS 15.07.125 FOR THAT ELECTION. THE CLERK SHALL SEND THE BALLOT TO THE ADDRESS STATED ON THE OFFICIAL REGISTRATION LIST UNLESS THE VOTER HAS NOTIFIED THE CLERK IN WRITING OF A DIFFERENT ADDRESS TO WHICH THE BALLOT SHOULD BE SENT. THE CLERK SHALL SEND BALLOTS BY FIRST CLASS, NONFORWARD-ABLE MAIL ON OR BEFORE THE TWENTY-SECOND (22ND) DAY BEFORE THE ELECTION.
(C) THE CLERK SHALL REVIEW BALLOTS VOTED UNDER THIS SECTION UNDER PROCEDURES ESTABLISHED FOR THE REVIEW OF ABSENTEE BALLOTS.
(D) THERE SHALL BE A SMALL BLANK ENVELOPE AND A POSTAGE-PAID RETURN ENVELOPE SUPPLIED TO EACH BY-MAIL VOTER. THE POSTAGE-PAID RETURN ENVELOPE SHALL HAVE PRINTED ON IT AN AFFIDAVIT BY WHICH THE VOTER SHALL

Page 14 of 39

DECLARE THE VOTER'S QUALIFICATION TO VOTE, FOLLOWED BY PROVISION FOR ATTESTATION BY ONE (1) ATTESTING WITNESS, WHO IS AT LEAST EIGHTEEN (18) YEARS OF AGE. SPECIFIC INSTRUCTIONS FOR VOTING A BY-MAIL BALLOT AND A LIST OF THE APPOINTED ABSENTEE VOTING OFFICIALS, THEIR HOURS AND LOCATIONS, SHALL BE MAILED TO EACH VOTER WITH THE BALLOT.
(ORDS. 1800-98, 2488-2010)

6.05.310 CASTING BALLOTS.

(A) UPON RECEIPT OF A MAIL-IN BALLOT, THE VOTER SHALL CAST HIS OR HER BALLOT IN THE MANNER SPECIFIED IN KMC 6.05.140 THROUGH 6.05.160. IF THE BALLOT IS CAST IN THE CLERK'S OFFICE, THE CLERK SHALL RETAIN IT FOR DELIVERY TO THE CANVASSING BOARD. IF THE BALLOT IS CAST IN ANOTHER LOCATION, THE VOTER SHALL RETURN IT BY MAIL TO THE CLERK IMMEDIATELY FOR DELIVERY TO THE CANVASSING BOARD.

(B) A VOTER WHO DOES NOT RECEIVE A MAIL-IN BALLOT MAY CAST HIS OR HER BALLOT IN PERSON AS SPECIFIED IN KMC 6.05.145.

(C) A VOTER MAY RETURN THE MAIL-IN BALLOT TO THE CITY CLERK AS PROVIDED IN KMC 6.05.160.

(ORD. 1800-98)

6.05.320 NOTICE OF ELECTION, ELECTION DATE, PUBLIC NOTICE.

(A) THE NOTICE OF ELECTION CALLING FOR THE ELECTION MUST STATE THAT THE ELECTION IS TO BE CONDUCTED BY MAIL AND THAT THERE WILL BE NO POLLING PLACE OPEN FOR REGULAR IN-PERSON VOTING ON ELECTION DAY. IN A BY-MAIL ELECTION, ELECTION DAY IS THE DEADLINE BY WHICH A VOTER'S BALLOT MUST BE RECEIVED BY THE CLERK.

(B) FOR EACH ELECTION CONDUCTED BY MAIL, THE PUBLIC NOTICE WILL BE GIVEN AS SET FORTH IN KMC 6.05.100.

(ORD. 1800-98)

6.05.330 ABSENTEE VOTING OFFICIAL AND DUTIES.

(A) THE CITY CLERK, OR DESIGNEE, SHALL ACT AS ABSENTEE VOTING OFFICIAL.

(B) THE DUTIES OF THE ABSENTEE VOTING OFFICIAL SHALL BE AS FOLLOWS:

(1) PROVIDE ABSENTEE VOTING IN PERSON ON ANY DATE, INCLUDING THE DAY OF THE ELECTION, AND ABSENTEE VOTING THROUGH A PERSONAL REPRESENTATIVE ON ANY DATE, INCLUDING THE DAY OF THE ELECTION, AND HAVE UNTIL THE DAY OF THE ELECTION TO RETURN THE BALLOTS;

(2) SIGN A VOTER'S BY-MAIL OATH AND AFFIDAVIT ENVELOPE AS AN AUTHORIZED ATTESTING OFFICIAL, EXCEPT THAT THE ABSENTEE VOTING OFFICIAL MAY NOT ATTEST HIS OR HER OWN BALLOT;

(3) ACCEPT RECEIPT OF A BY-MAIL VOTER'S HAND-DELIVERED VOTED BALLOT, WHICH HAS BEEN SWORN TO, ATTESTED AND SEALED IN THE BY-MAIL RETURN ENVELOPE;

(4) PROVIDE GENERAL VOTER ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE TO A QUALIFIED VOTER WHO CANNOT READ, MARK THE BALLOT, OR SIGN HIS OR HER NAME, AND PROVIDING REPLACEMENT BALLOTS TO VOTERS WHO HAVE IMPROPERLY MARKED OR DAMAGED THEIR BALLOTS;

(5) DATE-STAMP ALL BALLOTS RECEIVED;

(6) PROVIDE FOR THE SECURITY AND SAFEKEEPING OF ALL BALLOTS RECEIVED AND PRESENT THOSE BALLOTS TO THE CLERK FOR CANVASSING.

(ORD. 1800-98)

6.05.335 ABSENTEE VOTING—BY ELECTRONIC TRANSMISSION.

(A) A QUALIFIED VOTER MAY APPLY TO THE CITY CLERK FOR AN ABSENTEE BALLOT TO BE SENT TO THE VOTER BY ELECTRONIC TRANSMISSION. SUCH APPLICATION MUST BE MADE BY THE VOTER NOT LESS THAN THE DAY IMMEDIATELY PRECEDING THE ELECTION. ABSENTEE BALLOTS WILL BE TRANSMITTED ELECTRONICALLY TO THE LOCATION (FACSIMILE NUMBER, E-MAIL ADDRESS, OR SIMILAR DESIGNATION) DESIGNATED IN THE APPLICATION. IF NO LOCATION IS DESIGNATED, AND IF THE APPLICATION IS RECEIVED NO LATER THAN SEVEN (7) DAYS PRIOR TO THE ELECTION, THE BALLOT WILL BE MAILED IN THE MANNER PROVIDED IN KMC 6.05.140 FOR DELIVERING ABSENTEE BALLOTS BY MAIL. THE CLERK WILL PROVIDE REASONABLE CONDITIONS FOR TRANSMITTING ABSENTEE BALLOTS ELECTRONICALLY.

(B) THE VOTER MAY RETURN THE BALLOT BY MAIL OR BY ELECTRONIC TRANSMISSION. AN ELECTRONICALLY-TRANSMITTED BALLOT SHALL CONTAIN A COPY OF THE BALLOT TO BE USED AT THE ELECTION IN A FORM SUITABLE FOR TRANSMISSION. A PHOTOCOPY OF THE COMPUTERIZED BALLOT CARD TO BE USED BY PERSONS VOTING IN PERSON AT THE POLLING PLACES IS ACCEPTABLE.

(C) AN ABSENTEE BALLOT THAT IS COMPLETED AND RETURNED BY THE VOTER BY ELECTRONIC TRANSMISSION MUST:

(1) CONTAIN THE FOLLOWING STATEMENT: "I UNDERSTAND THAT BY USING ELECTRONIC TRANSMISSION TO RETURN MY MARKED BALLOT, I AM VOLUNTARILY WAIVING A PORTION OF MY RIGHT TO A SECRET BALLOT TO THE EXTENT NECESSARY TO PROCESS MY BALLOT, BUT EXPECT THAT MY VOTE WILL BE HELD AS CONFIDENTIAL AS POSSIBLE." FOLLOWED BY THE VOTER'S SIGNATURE AND DATE OF SIGNATURE; AND

(2) BE ACCOMPANIED BY A STATEMENT EXECUTED UNDER OATH AS TO THE VOTER'S IDENTITY; THE STATEMENT UNDER OATH MUST BE WITNESSED BY ONE (1) UNITED STATES CITIZEN WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER.

(D) THE VOTER MAY RETURN THE BALLOT BY MAIL. THE BALLOT MUST BE MARKED, ATTESTED, AND RETURNED IN ACCORDANCE WITH KMC 6.05.170(D) IF THE VOTER RETURNS THE BALLOT BY MAIL.

(E) IF THE VOTER RETURNS THE BALLOT BY ELECTRONIC TRANSMISSION, THE VOTER MUST COMPLY WITH THE SAME DEADLINES AS FOR VOTING IN PERSON ON OR BEFORE THE CLOSING HOUR OF THE POLLS.

(F) WHEN A COMPLETED ABSENTEE BALLOT IS RECEIVED BY THE CITY THROUGH ELECTRONIC TRANSMISSION, THE CLERK WILL NOTE THE DATE OF RECEIPT ON THE ABSENTEE BALLOT APPLICATION LOG AND, IF THE BALLOT IS RECEIVED ON ELECTION DAY, THE TIME OF RECEIPT. THE CLERK WILL THEN:

(1) REMOVE THE BALLOT PORTION OF THE TRANSMISSION FROM THE PORTION THAT IDENTIFIES THE VOTER;

(2) PLACE THE BALLOT PORTION IN A SECRECY SLEEVE;

(3) SEAL THE SECRECY SLEEVE IN AN OUTER ENVELOPE OF THE TYPE USED FOR ABSENTEE BALLOTS RETURNED BY MAIL, AND SEAL THAT ENVELOPE;

(4) ATTACH THE VOTER IDENTIFICATION PORTION TO THE OUTER ENVELOPE; AND

(5) FORWARD THE OUTER SEALED ENVELOPE TO THE CANVASSING BOARD FOR REVIEW.

(G) AN ELECTRONICALLY-TRANSMITTED BALLOT SHALL BE COUNTED IN THE SAME MANNER AS OTHER ABSENTEE BALLOTS, EVEN THOUGH THIS PROCEDURE MAY REVEAL TO ONE (1) OR MORE ELECTION OFFICIALS THE MANNER IN WHICH A

PARTICULAR ABSENTEE VOTER CAST HIS OR HER BALLOT. HOWEVER, IT SHALL BE UNLAWFUL TO DISPLAY AN ELECTRONIC BALLOT IN A MANNER REVEALING THE WAY IN WHICH A PARTICULAR VOTER CAST HIS OR HER BALLOT TO ANY PERSON OTHER THAN THE CITY CLERK, A MEMBER OF THE CLERK’S STAFF, AN INFORMATION TECHNOLOGIES TECHNICIAN RETAINED BY THE CITY, AN ELECTION OFFICIAL IN THE COURSE OF HIS OR HER DUTIES, OR AN ATTORNEY ADVISING THE CLERK ON LEGAL QUESTIONS CONCERNING THE BALLOT.

(ORDS. 2108-2005, 2556-2011)

6.05.340 STORING BALLOTS.

THE CLERK SHALL PROVIDE FOR THE SECURE STORAGE OF THE MAIL-IN BALLOTS RECEIVED FROM THE VOTERS AND BY-MAIL OFFICIALS UNTIL THE DATE SET BY THE CLERK FOR THE COUNTING OF THE BALLOTS. (ORD. 1800-98)

CHAPTER 6.10
FILING FOR OFFICE

SECTIONS:

- 6.10.010 NOMINATING PETITIONS.
- 6.10.020 SUFFICIENCY OF PETITION—NEW PETITION.
- 6.10.030 WITHDRAWAL OF CANDIDACY.
- 6.10.040 PETITION AND STATEMENT TO BE PRESERVED.

6.10.010 NOMINATING PETITIONS.

(A) ANY QUALIFIED PERSON MAY HAVE HIS OR HER NAME PLACED ON THE BALLOT FOR THE ELECTION AS A CANDIDATE FOR MAYOR OR COUNCIL BY FILING WITH THE CITY CLERK, BETWEEN AUGUST 1ST, AND AUGUST 15TH, A SWORN STATEMENT OF HIS OR HER CANDIDACY. IF AUGUST 15TH IS NOT A REGULAR CITY WORKDAY, THE FILING PERIOD SHALL BE EXTENDED TO THE CLOSE OF BUSINESS OF THE NEXT REGULAR CITY WORKDAY. SUCH SWORN STATEMENT SHALL BE ACCOMPANIED BY A NOMINATING PETITION SIGNED BY TWENTY (20) OR MORE REGISTERED, QUALIFIED CITY VOTERS AS REQUIRED BY THE CITY CHARTER, SECTION 10-3.

(B) NO VOTER SHALL SIGN MORE THAN ONE (1) PETITION EXCEPT THAT A VOTER MAY SIGN AS MANY NOMINATING PETITIONS FOR COUNCILMEMBERS AS THERE ARE VACANCIES TO BE FILLED; AND IF A VOTER SIGNS MORE PETITIONS THAN HEREBY AUTHORIZED, HIS OR HER SIGNATURE SHALL BE VOID EXCEPT AS TO THE AUTHORIZED NUMBER OF PETITIONS FIRST FILED.

(C) NOMINATION PETITIONS SHALL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

NOMINATING PETITION

WE, THE UNDERSIGNED TWENTY (20)
 ELECTORS OF THE CITY OF KENAI, HEREBY
 NOMINATE AND SPONSOR
 _____, WHOSE ADDRESS
 IS _____, FOR THE
 OFFICE OF _____, TO BE
 VOTED FOR AT THE ELECTION TO BE HELD
 ON _____; AND WE INDIVIDUALLY
 CERTIFY THAT OUR NAMES PRESENTLY
 APPEAR ON THE ROLLS OF REGISTERED
 VOTERS OF THE CITY OF KENAI, AND THAT
 WE ARE QUALIFIED TO VOTE FOR A

CANDIDATE FOR AN ELECTIVE MUNICIPAL OFFICE, AND THAT WE HAVE NOT SIGNED ANY OTHER NOMINATING PETITION FOR THE PARTICULAR OFFICE THIS CANDIDATE SEEKS. CHECK TERM OF OFFICE CANDIDATE IS SEEKING: _____ ONE YEAR; _____ TWO YEARS; THREE YEARS.

(HERE PLACE LINES FOR SIGNATURES, ADDRESSES, AND DATES OF SIGNING.)

ACCEPTANCE OF NOMINATION

I HEREBY ACCEPT THE NOMINATION FOR _____ AND AGREE TO SERVE _____ YEARS IF ELECTED.

DATE FILED: _____ BY: _____

RECEIVED: _____

CITY CLERK SIGNATURE OF CANDIDATE

(KC 6-33; ORDS. 247, 803, 995; AMENDED DURING 11-17-01 SUPPLEMENT; ORDS. 2067-2004, 2562-2011)

6.10.020 SUFFICIENCY OF PETITION—NEW PETITION. WITHIN THREE (3) DAYS AFTER THE FILING OF THE STATEMENT OF CANDIDACY AND NOMINATING PETITION, THE CITY CLERK SHALL DETERMINE WHETHER THE NOMINATING PETITION IS SIGNED BY THE REQUIRED NUMBER OF REGISTERED VOTERS, AND SO NOTIFY THE CANDIDATE. IF INSUFFICIENT, THE CITY CLERK SHALL RETURN THE PETITION IMMEDIATELY TO THE CANDIDATE WITH A STATEMENT AS TO WHY THE PETITION IS INSUFFICIENT. WITHIN THE REGULAR TIME FOR FILING PETITIONS AND STATEMENTS OF CANDIDACY, A NEW PETITION AND STATEMENT OF CANDIDACY MAY BE FILED BY THE CANDIDATE. THE ABOVE NOTICE TO THE CANDIDATE AND THE RETURN OF AN INSUFFICIENT PETITION MAY BE IN PERSON, BY DELIVERY BY POLICE, OR BY MAIL. (KC 6-34; ORD. 803)

6.10.030 WITHDRAWAL OF CANDIDACY. ANY CANDIDATE FOR OFFICE MAY WITHDRAW HIS OR HER CANDIDACY AT ANY TIME BEFORE THE EXPIRATION OF THE TIME WHEN CANDIDATES MAY FILE STATEMENTS OF CANDIDACY, BY FILING A WRITTEN NOTICE OF WITHDRAWAL WITH THE CITY CLERK DURING SUCH TIME. (KC 6-35)

6.10.040 PETITION AND STATEMENT TO BE PRESERVED. THE PETITION AND STATEMENT OF CANDIDACY OF EACH CANDIDATE SHALL BE PRESERVED BY THE CITY CLERK UNTIL THE EXPIRATION OF THE TERM OF OFFICE FOR WHICH HE OR SHE WAS A CANDIDATE. (KC 6-36)

CHAPTER 6.20
INITIATIVE AND REFERENDUM

SECTIONS:

6.20.010 PROVISIONS OF CHARTER TO GOVERN.

6.20.010 PROVISIONS OF CHARTER TO GOVERN.
THE INITIATIVE AND REFERENDUM SHALL BE GOVERNED BY THE CITY CHARTER, SECTIONS 11-1 TO 11-5. THE PROVISIONS OF THIS CHAPTER OF THIS CODE SHALL GOVERN ELECTIONS AT WHICH INITIATED AND REFERRED PROPOSALS ARE SUBMITTED TO THE VOTERS, AS WELL AS OTHER ELECTIONS, INSOFAR AS THEY ARE APPLICABLE. (KC 6-37)

CHAPTER 6.30
RECALL

SECTIONS:

6.30.010 PROCEDURES AND GROUNDS.

6.30.010 PROCEDURES AND GROUNDS.
PROCEDURES AND GROUNDS FOR RECALL OF INCUMBENTS OF ELECTIVE OFFICES OF THE CITY SHALL BE SUCH AS MAY BE PRESCRIBED BY LAW, AS PROVIDED BY THE CITY CHARTER, SECTION 11-6. THE PROVISIONS OF THIS TITLE OF THIS CODE SHALL GOVERN RECALL ELECTIONS, AS WELL AS OTHER ELECTIONS, INSOFAR AS THEY ARE APPLICABLE. (KC 6-38)]

Chapter 6.05
General Provisions

6.05.010 – Scope of Title

This title governs all city elections in which voters of the City are entitled to vote.

6.05.020 – Powers and Duties of the Clerk

The clerk is the election supervisor for and shall administer all city elections.

6.05.030 – Definitions

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Ballot” means any document provided by the clerk or designee on which votes may be cast for candidates or propositions. When the term “ballot” is used in this title it shall mean the official ballot, except where the context clearly indicates it means the sample ballot or both types of ballots.

"City election" means any election:

1. To fill a city office;
2. Upon a proposition submitted to the voters under the ordinances of the City; or

3. That the city is required by law to administer.

"City office" means an elective office under the ordinances of the City.

"Clerk" and "City Clerk" mean the clerk of the City, any properly authorized assistant or designee.

"Day" means a calendar day including Saturday, Sunday and holidays.

"Election" includes a regular or special city election.

"Election official" means the clerk and members of all election boards.

"Election supervisor" means the clerk.

"Oath" includes affirmation on penalty of perjury.

"Precinct" means the geographical area for voting purposes that is defined by the Alaska State Legislature.

"Proposition" includes question.

"Publication" means a newspaper of general circulation or posting in public places.

"Qualified voter" means any person who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.

"Regular election" means a general election to fill city offices as required by Alaska Statutes.

"Registration" or "registered" refers to the form of registration required by the state election code. For city elections, a person is registered if registered to vote in state elections in the precinct in which that person seeks to vote 30 days prior to the city election.

"Signature" includes any mark intended as a signature or subscription.

"Special election" means any election held at a time other than when a regular election is held.

"Swear" includes "Affirm".

"Total votes cast" means the total number of votes cast in each seat for candidates whose names are printed on the ballot plus votes properly cast for the same seat in the write-in position(s) of the ballot. Ballots which are counted as blank votes in a particular race and ballots which are counted as over votes in a particular race shall not be added into the total votes in determining the percentage of votes cast.

"Vote center" means any location designated by the clerk for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.

"Voter" means any person who presents himself for the purpose of registering to vote or voting, either in person or by absentee application or ballot.

6.05.040 – Severability

Should any provision of this title or its application to any person or set of circumstances be held invalid, the remainder of this title and its application to any persons or circumstances shall not be affected.

6.05.050 – Election Times.

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

6.05.060 – Votes Required for Election to Office.

- (a) Each city office shall be filled by the candidate receiving the greatest number of votes as authorized by the City Charter, Section 10-4.
- (b) Tie votes. In case of a failure to elect because of a tie vote, the council shall immediately proceed to recount the votes pursuant to KMC 6.45.010. If there is still a failure to elect because of a tie after completion of the recount, the election shall be determined fairly by lot from among the candidates tying, in a meeting of the Council and under its direction, in accordance with the City Charter, Section 10-4.

6.05.070 – Preservation of Election Ballots, Papers, and Materials.

The clerk shall preserve all precinct election certificates, tallies, registers, receipts for ballots, all voted ballots, and declarations of candidacy filed for one month after the election is certified, unless the election is contested. If the election is contested, these records shall be preserved for one month after the election contest is resolved and the election is certified. These materials may be destroyed after their retention period has lapsed unless their destruction is stayed by an order from the court. Certificates of the canvass board are to be preserved as permanent records.

6.05.080 – Election Expenses.

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

6.05.090 – Initiative, Referendum, and Recall.

- (a) The initiative and referendum shall be governed by the City Charter, Sections 11-1 to 11-5. The provisions of this chapter of this Code shall govern elections at which initiated and

referred proposals are submitted to the voters, as well as other elections, insofar as they are applicable.

- (b) As set forth by the City Charter, Section 11-6, All incumbents of elective offices of the City, including persons chosen to fill vacancies in such offices, shall be subject to recall from office by the qualified voters of the City. Procedures and grounds for recall shall be such as may be prescribed by law. The Council, by ordinance, may further regulate the recall insofar as such regulation is not in conflict with the State Constitution or law.

6.05.100 – Offenses and Penalties

(a) It is unlawful for any person, firm, or corporation to do any of the following acts, and any person, firm, or corporation who does any of the following acts shall be guilty of a violation:

- (1) Directly or indirectly uses or threatens to use force, coercion, violence, restraint, inflicts, or threatens to inflict damage, harm, or loss upon or against any person to induce or compel the person to vote or refrain from voting for any candidate in any election or for any election proposition or question.
- (2) Gives or promises to give, or offers any money or valuable thing to any person, with the intent to induce him or her to vote for or restrain him or her from voting for any candidate at any election or any election proposition or question.
- (3) Knowingly prints or circulates, or causes to be written, printed, or circulated, any letter, circular, bill, placard, poster, or other publication relating to any election or to any candidate at any election or to any election proposition or question without the same bearing on its face the name and address of the author, printer, and publisher thereof.
- (4) Writes, prints, or circulates, or who shall cause to be written, printed, or circulated, any letter, circular, bill, placard, or poster, or who causes any paid advertisement to be placed in a newspaper or any other publication, or who pays or contributes to the payment for any such advertisement, or who makes any radio broadcast, willfully knowing the letter, circular, bill, placard, poster, publication, paid advertisement, or radio broadcast to contain any false statement, charge, or comment relating to any candidate to any election or to any election proposition or question.
- (5) Has in his or her possession outside of the voting room any official ballot, provided that this shall not apply to election officials or other properly authorized persons having such possession in line of duty.
- (6) Makes or knowingly has in his or her possession any counterfeit of an official ballot.
- (7) Refuses to allow an employee reasonable time off for the purpose of voting when the employee does not have a reasonable amount of time to vote before or after work, or who, after allowing the time off, deducts the time from the compensation of the employee.
- (8) Being an election official while the vote centers are open, opens any ballot received from a voter at an election, or marks a ballot so as to be able to recognize it, or otherwise attempts to learn how any voter marked their ballot, or allows the same to be done by any other person.
- (9) Writes, produces, or assists in writing or producing any published letter, circular, poster, bill, publication, or placard, knowing that it contains any false statement or false charge reflecting on the character, morality, or integrity of any candidate at any election.
- (10) Votes or attempts to vote in the name of another person or in any name other than his or her own.
- (11) By force, threat, intimidation, or offer of reward, induces or attempts to induce any election official to fail in his or her duty.
- (12) Willfully changes or causes to be changed any official election documents, including ballots, tallies, and returns, or attempts to do the same.
- (13) Willfully delays or causes to be delayed the election returns, or attempts to do so.
- (14) Willfully votes or attempts to vote more than once at the same election.

(15) Signs any name other than his or her own to a petition proposing an initiative, referendum, or recall, or knowingly signs his or her name more than once for the same proposition or question at one (1) election, or signs the petition knowing that he or she is not a qualified voter.

(16) Having been contracted or employed by the City to print or reproduce in any manner any official ballot, willfully appropriates to him or herself, or gives or delivers to, or knowingly permits to be taken by anyone other than a person authorized by the City Clerk, any official ballots, or knowingly prints, reproduces, or causes to be printed or reproduced any official ballots in any other form or with any other content than that prescribed by the Charter, ordinance, or as directed by the City Clerk.

(17) Willfully makes a false affidavit or swears falsely under any oath required in connection with any election or registration for voting or falsely affirms in lieu of so swearing.

(18) Willfully fails to perform any election duty or knowingly does any unauthorized act with the intent to affect the election or its results.

(19) Willfully permits, makes, or attempts to make any false count or report of the election returns.

(20) Being an election official, willfully conceals, withholds, wrongfully changes, mutilates, or destroys the election returns, or attempts to do so.

(b) Any person, firm, or corporation who is guilty of a violation as defined hereinabove shall be punished upon conviction thereof as provided for misdemeanors in KMC 13.05.010.

Chapter 6.10 Voter Qualifications

6.10.010 – Voter Qualifications

A person is qualified to vote in a city election who:

- (a) Have the qualifications for voters prescribed by the City Charter, Section 10-6, the State Constitution, Article V, Sections 1 and 2, and State Law; and
- (b) Is registered to vote in state elections at a residence address within the City at least 30 days before the city election at which the person seeks to vote.

6.10.020 – Rules for Determining Residence of Voters.

For the purpose of determining residence for voting, the place of residence is governed by the following rules:

- (a) A person may not be considered to have gained a residence solely by reason of presence nor may a person lose it solely by reason of absence while in the civil or military service of this state or of the United States or by absence because of marriage to a person engaged in the civil or military service of this state or the United States, while a student at an institution of learning, while in an institution or asylum at public expense, while confined in public prison, while engaged in the navigation of waters of this state or the United States or of the high seas, while residing upon an Indian or military reservation, or while residing in the Alaska Pioneers' Home or the Alaska Veterans' Home.
- (b) The residence of a person is that place in which the person's habitation is fixed, and to which, whenever absent, the person has the intention to return. If a person resides in one place, but does business in another, the former is the person's place of residence. Temporary work sites do not constitute a dwelling place.
- (c) A change of residence is made only by the act of removal joined with the intent to remain in another place. There can only be one place of residence.

- (d) A person does not lose residence if the person leaves home and goes to another country, state, or place in this state for temporary purposes only and with the intent of returning.
- (e) A person does not gain residence in any place to which the person comes without the present intention to establish a permanent dwelling at that place.
- (f) A person loses residence in this city if the person votes in another in another city's or borough's election or another state's election, either in person or by absentee ballot, and will not be eligible to vote in this state again until qualifying under provisions of state law.
- (g) The term of residence is computed by including the day on which the person's residence begins and excluding the day of election.
- (h) The address of a voter as it appears on the official voter registration record is presumptive evidence of the person's voting residence. This presumption is negated only if the voter notifies the Division of Elections in writing of a change of voting residence.

6.10.030 - Notice of voter registration.

Before each election that is not a run-off election, the clerk shall post on the city website and publish at least twice in a newspaper of general circulation a notice of voter registration. The posting and first publication shall occur not less than 60 days before the election. The notice shall include the qualifications required to vote and the deadline for registering to vote in the election.

Chapter 6.15 Filing for Office

6.15.010 – Candidate Qualifications

A candidate for elective city office:

- (a) Shall have the qualifications required in City Charter, Section 2-1(b), as of the date of the declaration of candidacy.
- (b) Shall provide proof of qualifications for office as required by the clerk, and
- (c) Shall submit a nominating petition, on a form provided by the clerk, signed by twenty (20) or more registered qualified City voters, in accordance with City Charter, Section 10-3.

6.15.020 – Nomination and Declaration of Candidacy.

- (a) A candidate for council or mayor may have his or her name placed on the ballot for election as a candidate for Mayor or Council by filing with the clerk, between August 1st and August 15th, 4:30 p.m., a nominating petition with sufficient signatures and a sworn declaration of his or her candidacy, on a form or forms provided by the clerk, accompanied by the public financial disclosure statement required by KMC 1.85.010(a). If August 15th is not a regular City workday, then candidates shall have until noon on the first workday following to file their candidacy paperwork.
- (b) A nominating petition shall include:
 - 1. The full name of the candidate the petitioners are sponsoring; and
 - 2. The full residence address of the candidate; and
 - 3. The office for which the petitioners are nominating the candidate for; and
 - 4. The length of the term of office for which the petitioners are nominating the candidate for; and
 - 5. Certification that the petitioners' names appear on current voter registration rolls for the City of Kenai, are qualified to vote for a candidate for elective municipal office, and have not signed any other nominating petition for the particular office the named candidate seeks.

- (c) No voter shall sign more than one (1) petition except that a voter may sign as many nominating petitions for councilmembers as there are vacancies to be filled; and if a voter signs more petitions than hereby authorized, his or her signature shall be void except as to the authorized number of petitions first filed.
- (d) A declaration of candidacy shall include:
1. The full name of the candidate and the manner in which he/she wishes his/her name to appear on the ballot; and
 2. The full residence and mailing address of the candidate; and
 3. The office for which the candidate declares; and
 4. A statement that the candidate is qualified for the office as provided by law; and
 5. Certification that the information contained in the declaration of candidacy is true and accurate; and
 6. The date and signature of the candidate; and
 7. Attestation and date by the clerk; and
 8. Any other information the clerk reasonably requires to determine whether the candidate is qualified for the office as provided by law.
- (e) Within three (3) days after the filing of the declaration of candidacy and nominating petition, the clerk shall determine whether the nominating petition is signed by the required number of registered voters, and so notify the candidate. If insufficient, the clerk shall return the petition immediately to the candidate with a statement as to why the petition is insufficient. Within the regular time for filing petitions and declarations of candidacy, a new petition and declaration of candidacy may be filed by the candidate. The above notice to the candidate and the return of an insufficient petition may be in person or by mail.

6.15.030 – Review of Candidate Qualifications.

- (a) In determining residence within the City, for the purposes of this chapter, the clerk shall apply the following rules:
1. A person establishes residence within the city by:
 - (A) Actual physical presence at a specific location within the city; and
 - (B) Maintaining a habitation at the specific location;
 2. A person may maintain a place of residence at a specific location within the city while away from the location for purposes of employment, education, military service, medical treatment or vacation if the person does not establish residency at another location; and
 3. A qualified voter loses residence by voting in another city or borough or in another state's election.
- (b) The clerk shall determine whether each candidate is qualified as provided by law. At any time before the election the clerk may disqualify any candidate whom the clerk finds is not qualified. A candidate who is disqualified may request a hearing before the clerk. The hearing shall be held no later than 5 business days after the request unless the candidate agrees in writing to a later date.
- (c) Any person may question the eligibility of a candidate who has filed a declaration of candidacy by filing a complaint with the clerk. A complaint regarding the eligibility of a candidate must be received by the clerk not later than the close of business on the 10th calendar day after the filing deadline for the office for which the candidate seeks election.
- (d) The complaint must be in writing and include the name, mailing address, contact phone number, and signature of the person making the complaint, and a statement in 200 words or less specifying the grounds for the complaint, described in particular, on which the candidate's eligibility is being questioned.

- (e) The clerk will review only those issues cited in the complaint related to candidate qualifications established by this chapter.
- (f) Upon receipt of a complaint, the clerk will review any evidence relevant to the issues identified in the complaint which is in the custody of the municipal clerk's office including evidence provided with the complaint, the candidate's registration record, declaration of candidacy, and, in the discretion of the clerk, any other public record. Following review of all relevant evidence in the case, and within 20 days of receiving the complaint, the clerk will determine whether a preponderance of evidence supports or does not support the eligibility of the candidate. The process for issuing a final determination will be as follows:
1. The clerk will send notification in writing to the candidate whose eligibility is being questioned that a complaint has been received. The notification will include a copy of the complaint, supporting relevant evidence, a statement as to whether a preponderance of evidence reviewed as of that notice supports or does not support the eligibility of the candidate, and a request that the candidate provide a sworn response statement along with any relevant supporting evidence.
 2. The clerk must also notify the challenger that all relevant evidence must be submitted within 7 calendar days of the date of the clerk's notice to the candidate that a complaint has been filed. If the clerk receives additional evidence during this 7-day period, such evidence must be provided to the candidate with an opportunity to respond. Absent extraordinary circumstances, the clerk shall not consider evidence received after the challenger's deadline to submit evidence.
 3. The candidate's response statement and any supporting evidence must be received within 10 calendar days of the date of the clerk's notice to the candidate that a complaint has been filed. Absent extraordinary circumstances, the clerk shall not consider evidence received after the candidate's deadline to submit evidence.
 4. For purposes of this section, "extraordinary circumstances" must be specified in writing, documenting a serious circumstance or event beyond the control of the individual providing the late evidence.
 5. Following review of all relevant evidence in the case, and within 20 days of receiving the complaint, the clerk will issue a final determination based on a preponderance of evidence standard for review
 6. A final determination must be issued in writing within 20 days of the clerk receiving the complaint.
- (g) The clerk must send the final written decision to the person making the complaint and to the candidate. The clerk's decision shall be sent by certified mail and by electronic mail (email), if an email address is known. The determination of the clerk constitutes a final administrative decision. An appeal of the clerk's decision shall be filed with the State of Alaska Superior Court at Kenai, Alaska in conformance with the Rules of Appellate Procedure of the State of Alaska, Part VI.

6.15.040 – Correction, Amendments, and Withdrawal of Declaration of Candidacy.

- (a) Any candidate may withdraw their nomination at any time during the period for filing a nomination petition declaration of candidacy by appropriate written notice to the clerk. However, after the filing period has closed, no declaration may be corrected, amended or withdrawn.
- (b) A declaration of candidacy presented shall not be changed as to term of office. If a candidate desires to file for a different seat, the candidate shall request new forms from the clerk.

6.15.050 – Campaign Reporting.

All candidates for elective city office shall comply with the Alaska Public Offices Commission campaign reporting requirements in Alaska Statutes 15.13. The name of the candidate shall be placed on the ballot by the clerk only after the candidate has complied with this requirement.

6.15.060 – Prohibitions.

- (a) A person may not serve simultaneously as a member of the city council or mayor and as a member of the borough assembly or as borough mayor.
- (b) No elected official of the City may hold any other compensated city office or city employment or elected position in the state or federal government while in office.

6.15.070 – Notice of Vacancy.

At least ten days before nominations are open for each regular or special election, the clerk shall publish at least twice in a newspaper of general circulation, a notice of offices to be filled at the election and the procedure for filing a nomination petition and declaration of candidacy for the offices.

6.15.080 – Watchers.

Any candidate for elective city office may appoint a watcher for each vote center or counting center. State law relating to watchers in elections shall govern watchers in city elections insofar as it is applicable.

Chapter 6.20
Administration of Elections

6.20.010 – Election Notices.

- (a) Notice of Election. Before every city election, regular or special, the clerk shall cause to be published at least twice in a newspaper of general circulation, a notice of election. The clerk shall also post a notice of election on the official city bulletin board and in two (2) other public places in the city limits. The posting and first publication shall occur at least 20-days before an election. Each notice of election shall include:
 - 1. The type of election, whether regular or special;
 - 2. The date of the election;
 - 3. A statement that the election is to be conducted by mail and that there will be no precinct polling places open for the election on election day;
 - 4. The hours and locations the vote centers will be open;
 - 5. The offices to which candidates are to be elected;
 - 6. The subjects of propositions to be voted upon;
 - 7. Voter qualifications and instructions for registration; and
 - 8. Instructions for application for absentee voting.
- (b) Failure to publish such a notice of an election shall not affect the validity of the election or of the vote for any candidate or on any proposal; but, if caused by the clerk, shall constitute failure to perform his or her official duties.
- (c) In addition to the above notice, the clerk shall publish in full, every charter amendment, every ordinance, and every other question which is to be submitted at an election, except a referred ordinance which was published in full after passage, not more than four (4)

weeks and at least two (2) weeks before the election in accordance with the City Charter, Sections 1-7(4) and 10-8.

- (d) Notice of Bonded Indebtedness. Before a general obligation bond issue election, the clerk shall publish notice of total existing bonded indebtedness at least once a week for three consecutive weeks. The first notice shall be published at least 20-days before the date of the election. The notice must include:
1. The current total general obligation bonded indebtedness, including authorized but unsold bonds, of the City;
 2. The cost of the debt service on the current indebtedness; and
 3. The total assessed valuation within the city.

6.20.020 – Election Officials.

- (a) Before each election, the clerk, subject to approval by the council, shall appoint election officials.
- (b) If any appointed election official is not able or refuses to serve, the clerk may appoint a replacement for that official.
- (c) All election officials, before entering upon their duties, must subscribe to the oath required of all public officers by the Constitution of the State of Alaska in the manner prescribed by the clerk.
- (d) Candidates shall not serve as election officials. Certain familial relationships may not exist between a candidate and an election official in regular or special elections. Those familial relationships are:
1. Mother, mother-in-law, stepmother;
 2. Father, father-in-law, stepfather;
 3. Sister, sister-in-law, stepsister;
 4. Brother, brother-in-law, stepbrother;
 5. Spouse; or
 6. Person sharing the same living quarters.
- (e) If the clerk knows or learns that any of these relationships exist, the election official shall be notified and replaced.

6.20.030 – Ballot Form.

- (a) The ballot shall be designed with the position of names of the candidates set out in the same order in each section on each ballot used in that election. However, the order of placement of the names of the candidates for each office shall be randomly determined by the clerk.
- (b) The title of the office to be filled shall be followed by the printed names of the candidates for such office, below which shall be blank lines equal in number to the candidates to be elected to such office, upon which the voter may write the names of persons not listed on the ballot. The words "Vote for no more than _____" with the appropriate number replacing the blank, shall be placed before the list of candidates for each office. The names of the candidates shall be printed as they appear upon the declaration filed with the clerk, except that any honorary or assumed title or prefix shall be omitted. However, the candidate's name appearing on the ballot may include a nickname or familiar form of a proper name. The names of candidates shall be set out in order as provided in subsection A. of this section.
- (c) The propositions to be voted on shall follow the candidates for office or shall be on separate ballots, as the clerk may determine. The words "yes" and "no" shall appear below each proposition.

- (d) Each ballot shall bear the words "Official Ballot," and the date of the election.
- (e) A ballot shall be printed either on paper or on card stock as provided in this title.
- (f) The ballots shall be consecutively numbered.

6.20.040 – Ballot Preparation and Distribution.

- (a) The clerk shall have ballots printed for each election. The clerk may contract for the preparation and printing of ballots without competitive bidding.
- (b) The clerk shall possess the printed ballots at least 21 days before each regular election and at least 15 days before each special election. At that time, the ballots may be inspected by any candidate whose name is on the ballot, or by his or her authorized agent, and any discovered mistake shall be corrected immediately.
- (c) The clerk shall have sample ballots available to voters which are identical in form to the official ballot, and which are printed on colored paper and marked "sample." Sample ballots shall be made available at vote centers.

Chapter 6.25 Elections by Mail

6.25.010 – By-Mail Precincts.

- (a) All precincts within the City shall be designated as "by-mail" precincts. The procedures shall be as follows:
 - a. Ballots shall be sent to each registered voter in the precinct on or before the 21st day prior to the regular or special election
 - b. Voted ballots must be postmarked on or before midnight of Election Day and received by the clerk no later than the Tuesday following the election.
- (b) Voters wishing to vote in person may do so at designated vote center(s).

6.25.020 – Procedures for Conducting Elections by Mail.

- (a) The clerk shall mail by non-forwardable mail an official ballot package with a return identification envelope addressed to the Clerk's Office and a secrecy sleeve. The ballot, return envelope, and secrecy envelope shall be mailed no later than the 21st day before the date of a regular or special election and no later than the 15th day before the date of a runoff election. The ballot shall be sent to the address stated on the official registration list unless:
 - 1. The voter has notified the clerk in writing of a different address to which the ballot should be sent; or
 - 2. The address on the official registration list has been identified as being an undeliverable (UN) address or is in the condition of purge notice (PN).
- (b) On receipt of any ballot described in this section, the voter shall mark the ballot, sign the return identification envelope supplied with the ballot, and comply with the instructions provided with the ballot. The voter may return the marked ballot to the Clerk's Office by return mail or by depositing the ballot at any place of deposit designated by the clerk. The ballot must be returned in the identified envelope. A ballot must be received by the clerk or at a place of deposit designated by the clerk, not later than the end of the period determined under regulations established by the clerk.

Chapter 6.30

Absentee and Vote Center Voting.

6.30.010 – Administration of Absentee Voting.

The clerk shall provide general administrative supervision over the conduct of absentee voting. The clerk shall make available, instruction to absentee voters regarding the procedure for absentee voting.

6.30.020 – Designation of Absentee Voting Officials.

The clerk may appoint any person qualified to vote in state elections to act as absentee voting officials. The clerk shall supply adequate voting supplies and ballots to the absentee voting officials. After taking an oath in the form required of election officials, an absentee voting official may perform all the duties of an election official with respect to the issuance, witnessing and receipt of absentee ballots at such places and times as the clerk may designate. Each absentee voting official shall transmit the dated envelopes containing the marked ballots to the clerk in the manner set forth in the written instructions provided by the clerk. Upon receipt of the absentee ballots, the clerk shall hold the ballots in a secure location until they can be transferred to the canvass board along with the absentee in person registers and other election materials received from the absentee voting official.

6.30.030 – Eligibility.

Any qualified voter may vote at a vote center for the precinct in which the voter resides and is registered if the voter was unable to vote by mail whether inside the city or not.

6.30.040 – Fee Prohibited.

No person may receive a fee from the voter for attesting to any voter's certificate required in voting absentee.

6.30.050 – Materials for Absentee Voting.

The clerk shall provide ballots for use as absentee ballots for all precincts, and shall provide a small envelope in which the voter shall initially place the marked ballot, and shall provide a larger envelope, with the prescribed voter's certificate on the back, in which the smaller envelope with ballot enclosed shall be placed. The clerk shall provide the form of and prepare the voter's certificate on the back, in which the smaller envelope with ballot enclosed shall be placed. The clerk shall provide the form of and prepare the voter's certificate which shall include an oath, for use when required, that the voter is a qualified voter in all respects, a blank for the voter's signature, a certification that the affiant properly executed the marking of the ballot and identified themselves, blanks for the attesting official or witnesses, and a place for recording the date the envelope was sealed and witnessed.

6.30.060 – Vote Center Voting – In Person.

- (a) A qualified voter may apply in person for an absentee ballot at the office of the clerk during regular office hours, or the voter may apply to the borough clerk's office or election official during regular office hours.
- (b) On receipt of an application in person for an absentee ballot and exhibition of proof of identification as required in this title, the election official shall issue the ballot to the applicant.

- (c) The voter shall proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope in the presence of the election official who shall sign as attesting official and date of the signature. The election official shall then accept the ballot.
- (d) The election official may not accept a marked ballot that has been exhibited by an absentee voter with intent to influence other voters. If the voter improperly marks or otherwise damages a ballot, the voter may request, and the election official shall provide the voter with another ballot up to a maximum of three. Exhibited, improperly marked, or damaged ballots shall be destroyed. The numbers of all ballots destroyed shall be noted on the ballot statement.
- (e) Each election official shall keep a record of the names and the signatures of voters who cast absentee ballots before the election official and the dates on which the ballots were cast.
- (f) Fifteen minutes before the closing of the vote center, and at the time of closing the voter center, an election official shall announce both the designated closing time and the actual time at which the announcement is made. Failure to make the announcement at 15 minutes before closing time shall not in any way invalidate the election or extend the time for closing of the voter center. After closing, no person will be allowed to enter the voter center for purposes of voting. Every qualified voter present and in line at the time prescribed for closing the voter center may vote.
- (g) When the vote centers are closed and the last vote has been cast, the election official shall account for all ballots by completing a ballot statement containing, in a manner prescribed by the clerk, the number of official ballots supplied.

6.30.070 – Absentee Voting – By Mail.

- (a) A qualified voter may apply for an absentee ballot by mail if postmarked not earlier than the first of the year in which the election is to be held nor less than seven days before an election. A voter may request his name be placed on permanent absentee by mail status. The application shall include the address to which the absentee ballot is to be returned, the applicant's full Alaska residence address, and the applicant's signature.
- (b) After receipt of an application by mail, the clerk shall send the absentee ballot and other absentee voting material to the applicant by first class mail. The materials shall be sent as soon as they are ready for distribution. The return envelope sent with the materials shall be addressed to the clerk.
- (c) Upon receipt of an absentee ballot by mail, the voter, in the presence of a notary public, commissioned officer of the armed forces including the National Guard, district judge or magistrate, United States postal official, or other person qualified to administer oaths, may proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope, and to sign the voter's certificate on the back of the larger envelope in the presence of an official listed in this subsection who shall sign as attesting official and shall date his signature. If none of the officials listed in this subsection are reasonably accessible, an absentee voter shall have the ballot witnessed by a person over the age of 18 years.
- (d) An absentee ballot must be marked and attested on or before the date of the election. If the voter returns the ballot by mail, he shall use the most expeditious mail service and mail the ballot not later than the day of the election to the clerk. It must be postmarked on or before midnight of Election Day and received by the clerk no later than noon on the seventh day following the election. Ballot envelopes received after that time shall not be opened but shall be marked "invalid", with the date of receipt noted thereon, and shall be preserved with other ballot of the election.
- (e) The clerk may require a voter casting an absentee ballot by mail to provide proof of identification or other information to aid in the establishment of his identity.

- (f) The clerk shall maintain a record of the name of each voter to whom an absentee ballot is sent by mail. The record must list the date on which the ballot is mailed and the date on which the ballot is received by the clerk and the dates on which the ballot was executed and postmarked.

6.30.080 – Absentee Voting – By Electronic Transmission.

- (a) A qualified voter may apply for an absentee ballot to be sent by electronic transmission. Such request must be made not less than the day immediately preceding the election. Absentee ballots will be electronically transmitted to the location designated in the application. If no location is designated, and if the request is received no later than seven days prior to the election, the ballot will be mailed in the manner provided in KMC 6.35.070 for absentee ballots by mail. The clerk will provide reasonable conditions for electronically transmitting absentee ballots.
- (b) A ballot electronically transmitted shall contain a copy of the ballot to be used at the election in a form suitable for transmission. A photocopy of the computerized ballot card to be used by persons voting in person at the vote center is acceptable.
- (c) An absentee ballot that is completed and returned by the voter by electronic transmission must:
1. Contain the following statement: "I understand that by using electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible.", followed by the voter's signature and date of signature; and
 2. Be accompanied by a statement executed under oath as to the voter's identity; the statement under oath must be witnessed by one United States citizen who is 18 years of age or older.
- (d) The voter shall mark the ballot on or before the date of the election and shall use a mail service at least equal to first class and mail the ballot not later than the day of the election to the clerk. The ballot may not be counted unless it is received by noon on the 7th day after the election.
- (e) A voter who returns the absentee ballot by electronic transmission must comply with the same deadlines as for voting in person on or before the closing hour of the vote centers.
- (f) When a completed absentee ballot is received by electronic transmission, the clerk will note the date of receipt on the absentee ballot application log and, if the ballot is received on Election Day, the time of receipt. The clerk will then:
1. Remove the ballot portion of the transmission from the portion that identifies the voter;
 2. Place the ballot portion in a secrecy sleeve;
 3. Seal the secrecy sleeve in an outer envelope of the type used for absentee ballots returned by mail, and seal that envelope;
 4. Attach the voter identification portion to the outer envelope; and
 5. Forward the outer sealed envelope to the canvas board for review.
- (g) An electronically transmitted ballot shall be counted in the same manner as other absentee ballots, even though this procedure may reveal to one or more election officials the manner in which a particular absentee voter cast his or her ballot. However, it shall be unlawful to display a telefax ballot in a manner revealing the way in which a particular voter cast his or her ballot to any person other than the clerk, a member of the clerk's staff, an election official in the course of his or her duties, or an attorney advising the clerk on legal questions concerning the ballot.

6.30.090 – Special Needs Voting.

A qualified voter with a disability who, because of that disability, is unable to go to a vote center to vote may vote a special needs ballot. Special needs ballots shall be issued and accounted for in accordance with the rules adopted by the state for use in state elections and in effect at the time of the local election.

6.30.100 – Prohibitions.

- (a) During the hours that the vote centers are open, no election official may discuss any political party, candidate or issue while on duty.
- (b) During the hours the vote centers are open, no person who is in the voter center or within 200 feet of any entrance to the voter center may attempt to persuade a person to vote for or against a candidate, proposition or question. Nor may any person conduct other political activities that may pertain to any future election or potential ballot proposition. The election official shall post warning notices in the form and manner prescribed by the clerk.
- (c) No voter may exhibit a ballot to an election official or any other person so as to enable any person to ascertain how the voter marked the ballot, except as provided in this chapter.
- (d) While the vote centers are open no election official may open any ballot received from a voter, mark a ballot by folding or otherwise so as to be able to recognize it, or otherwise attempt to learn how a voter marked a ballot, or allow the same to be done by another person.
- (e) No person may leave the voter center with the official ballot that the person received to mark.

6.30.110 – Assisting Voter.

A qualified voter who cannot read, mark the ballot, or provide a signature may request assistance from an election official or not more than two persons of the voter's choice. If the election official is requested, the official shall assist the voter. If any other person is requested, the person providing assistance shall state upon oath before the election official that the voter's ballot will be kept confidential.

6.30.120 – Spoiled Ballots.

The election supervisor shall specify uniform procedures for replacement, registration and disposition of spoiled ballots. These uniform procedures shall be provided in writing to the election judges.

6.30.130 – Placing Ballot in Ballot Box.

When the voter has marked the ballot, the voter shall inform the election official. The clerk may require that the voter return the ballot to the election official temporarily so that any stub which may be part of the ballot may be removed by the election official. Any such requirement shall protect the secrecy of the ballot. In all cases the ballot shall be deposited in the ballot box by the voter in the presence of the election official unless the voter requests the election official to deposit the ballot.

Chapter 6.35 Ballot Counting Procedures.

6.35.010 – Commencement of Ballot Count.

Upon receipt of voted ballot packages the election official will verify that the voter has provided at least one identifier, signed the envelope and that the signature has been witnessed. If the ballot package is complete and valid the package will be sorted by precinct and the ballot and identifying

envelope will be separated. The ballot will proceed to be scanned and counted. The unofficial results will not be tallied until the end of the designated election period.

6.35.020 – General Procedure for Ballot Count.

The clerk may issue rules prescribing the manner in which the precinct ballot count is accomplished so as to assure accuracy in the count and to expedite the process. The election board shall account for all ballots by completing a ballot statement containing (1) the number of official ballots received; (2) the number of official ballots voted; (3) the number of official ballots spoiled; (4) the number of official ballots unused and destroyed. Discrepancies shall be noted and the numbers included in the certificate prescribed by the clerk. When hand counting ballots, the election official shall count the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for mailing may have a marking device in hand or remove a ballot from the immediate vicinity.

6.35.030 – Rules for Counting Hand-Marked Ballots.

- (a) The election officials shall count hand marked ballots according to the following rules:
1. A voter may mark his or her ballot with a cross mark, "X" mark, diagonal, horizontal or vertical mark, solid mark, star, circle, asterisk, check or plus sign using the parking device provided at the vote center or with any black-inked marker. The marks will be counted only if they are clearly spaced in the square opposite the name of the candidate the voter desires to designate.
 2. A failure to properly mark a ballot as to one or more candidates does not itself invalidate the entire ballot.
 3. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
 4. If a voter more names than there are persons to be elected to the office, the votes for candidates for that office shall not be counted.
 5. The mark specified in subsection 1 of this section shall be counted only if it is substantially inside the square provided, or touching the square so as to indicate clearly that the voter intended the particular square marked.
 6. Improper marks on the ballot shall not be counted and shall not invalidate marks for candidates properly marked.
 7. An erasure or correction invalidates only that section of the ballot in which it appears.
- (b) The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot may not be counted unless marked in compliance with these rules.

6.35.040 – Write-in Votes.

- (b) Write-in votes are not invalidated by writing in the name of a candidate whose name is printed on the ballot unless the election board determines, on the basis of other evidence, that the ballot was so marked for the purpose of identifying the ballot.
- (c) In order to vote for a write-in candidate, the voter must write a candidate's name in the space provided and, in addition, mark the square opposite the candidate's name in accordance with KMC 6.35.030(a). Stickers may not be used. Use of stickers can cause that portion of the ballot to be invalidated.

(d) Write-in votes shall only be tabulated by person if the total number of write-in votes for an office exceeds the smallest number of votes cast for a candidate for that office whose name is printed on the ballot.

6.35.050 – Disqualified Candidate.

Votes cast for a candidate who is disqualified shall not be counted for any purpose.

6.35.060 – Tally of Votes.

Tally of votes cast by paper ballots. The clerk shall issue instructions and shall provide forms and supplies for the tally of votes cast by paper ballot so as to assure accuracy and to expedite the process. The election board shall canvass and count the votes according to the rules for determining marks on ballots prescribed in KMC 6.30.030. The election board shall canvass the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for delivery to the election supervisor may remove a ballot from the immediate vicinity of the polls or have a marking device in hand.

6.35.070 – Completion of Ballot Count.

When the tally of hand counted ballots is completed, and in no event later than the day after the election, the election board shall make a certificate in duplicate of the results. The certificate includes the number of votes cast for each candidate, for and against each proposition, yes or no on each question, and any additional information prescribed by the election supervisor. The election board shall, immediately upon completion of the certificate or as soon thereafter as the local mail service permits, send in one sealed package to the election supervisor one copy of the certificate and the register. In addition, all ballots properly cast shall be mailed or hand delivered to the election supervisor. The package shall clearly indicate the precinct from which it came. To assure adequate protection the election supervisor shall prescribe the manner in which the ballots, registers and all other election records and materials are thereafter preserved, transferred and destroyed.

Chapter 6.40

Canvassing and Certification of Election Results.

6.40.010 – Canvass Board.

(a) Pursuant to the provisions of Section 10-9 of the Charter of the City of Kenai, there is hereby established a Canvassing Board for the canvassing of all City elections; regular and special, and to ascertain and declare the results thereof, as follows:

(1) The City Clerk is hereby designated as the Chair of the Canvassing Board.

(2) The Canvassing Board shall consist of the City Clerk and up to eight (8) additional judges selected from among the qualified voters of the city. In the event any such appointed member of the Board is absent from the city, ill, or otherwise unable to attend at the time set for canvassing the ballot, the City Clerk is hereby authorized to appoint another election judge from the same precinct to substitute for the appointed member.

(b) All members of the election canvass board, before entering upon their duties, must subscribe to the oath required of all public officers by the Constitution of the State of Alaska in the manner prescribed by the clerk.

6.40.020 – Preparation for Counting Ballots Delivered by Mail.

- (a) Ballots may not be counted before 8:00 p.m., local time, on the day of the election.
- (b) Not sooner than the tenth day before the date of an election, in preparation for counting ballots delivered by mail, the election supervisor may:
 - 1. begin opening return identification and secrecy envelopes of ballots delivered by mail and received; and
 - 2. take any other actions that are necessary to allow the counting of ballots delivered by mail to begin at 8:00 p.m., local time, on election day.

6.40.030 – Canvass of Returns.

- (a) The canvassing board shall meet on the Tuesday following each election, the election canvass board shall meet in public session and canvass all election returns. In full view of those present, the election canvass board shall judge the applicability of by mail and absentee ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. Upon completion of the canvass, the canvassing board shall prepare a final certificate of the results of votes cast by absentee ballot and of votes cast by mail ballot, and shall prepare a written report of the results.
- (a) The clerk, as chair of the canvassing board, shall report the results of the election to the council at the next regular council meeting following the meeting of the canvassing board.

6.40.040 – Voters Not on Official Registration List.

A person whose registration has been canceled under AS 15.07.130(b) shall not have their ballot counted.

6.40.050 – Certification of the Election Results.

- (b) At the next regular council meeting following the meeting of the canvassing board, the council shall meet in public session to receive the report of the canvass board. If, after considering the report, the council determines that the election was validly held, the election shall be certified by resolution and entered upon the minutes of the meeting, together with the total number of votes cast for each candidate and for or against each proposition or question.
- (c) If the canvass board reports that a failure to comply with provisions of state law and city ordinances, or an illegal election practice has occurred, and that such failure is sufficient to change the outcome of the election, then the council may exclude the votes cast in one or more precincts where such failure or illegal practices occurred from the total returns, or may declare the entire election invalid and order a new election.
- (d) If the canvass board reports an apparent discrepancy in the returns of one or more precincts, the council may order a recount of votes cast in said precinct or precincts. Such recount shall be conducted immediately by the canvass board and the results shall be reported to the council. The council shall meet as soon as possible to certify the results of the election recount.
- (e) Upon certification of a valid election, the clerk shall deliver to each person elected to office a certificate of election, signed by the clerk and authenticated by the seal of the city, in accordance with City Charter, Section 10-9.

Chapter 6.45

Election Recount.

6.45.010 – Recount Application.

(a) Any defeated candidate or any ten (10) qualified voters, who believe that a mistake has been made by an election official or by the canvass board in counting the votes in any election, may make an application in writing to the clerk for a recount of the votes for any particular office or on any particular question. The application must be filed in the office of the City Clerk within twenty-four (24) hours, excluding any Saturday, Sunday, or holiday after the Council certifies the results of the vote being questioned. In case of a tie vote between two (2) or more candidates, to which only one candidate is to be elected, the clerk shall initiate a recount.

(b) The application shall include a deposit in cash or by certified check for the amount listed in the most current City of Kenai Schedule of Rates, Charges and Fees. The deposit shall be applied against any costs incurred or refunded if there is no liability for recount costs.

(c) A recount application shall state in substance the basis of the belief that a mistake has been made and shall identify the particular precinct, office, proposition or question for which the recount is to be held and shall state that the person making the application is a candidate or that the ten persons making the application are qualified voters. The candidate or person making the application shall designate by full name and mailing address two persons who shall represent the applicant during the recount. Any person may be named representative, including the candidate or any person signing the application. Applications by ten qualified voters shall also include the designation of one of the number as chairman. The candidate or persons making the application shall sign the application and shall print or type their full name and mailing address.

6.45.020 – Date of Recount – Notice.

(a) If the clerk determines that the application is substantially in the required form, the clerk shall fix the date of the recount to be held within forty-eight (48) hours, excluding any Saturday, Sunday, or holiday, after the receipt of an application requesting a recount of the votes in a city election after it has been initiated under KMC 6.45.010.

(b) The clerk shall give the recount applicant and other directly interested parties notice of the time and place of the recount by telephone or electronic transmission.

6.45.030 – Procedure for Recount.

(a) If a recount of ballots is demanded, the clerk shall appoint a recount board of four or more qualified voters to conduct the recount of ballots or those precincts cited in the application for recount.

(b) In conducting the recount, the recount board shall review all ballots to determine which ballots or parts of ballots, were properly marked and which ballots are to be counted in the recount, and shall check the accuracy of the original count, the precinct certificate, and the review. For administrative convenience, the clerk may join and include two or more applications in a single review and count of votes. The rules governing the counting of marked ballots shall be followed in the recount.

(c) The ballots and other election materials shall remain in the custody of the clerk during the recount and the highest degree of care shall be exercised to protect the ballots against alteration or mutilation. The recount shall be completed within ten days.

6.45.040 – Certification of Recount Result.

Upon completion of the recount, the recount board shall meet and adopt a report of the results of the recount for submission to the council. The council shall abide by procedures for issuing a certificate of the election as set forth in this title. The clerk shall promptly issue another election certificate if a change in the results requires it.

6.45.050 – Return of Deposit and Apportionment of Expenses Upon Recount.

If, upon recount, a different candidate or position on a proposition or question is certified or if the vote on recount is 4 percent or more in excess of the vote originally certified for the candidate or position on a proposition or question supported by the recount application, the entire deposit shall be refunded to the recount applicant; otherwise, it shall be placed in the general fund of the City. If this section does not require that the entire deposit be refunded, the clerk shall refund any money remaining after the cost of the recount has been paid from the deposit. If it is determined that the contestant shall bear the costs of the recount pursuant to this section and the deposit is insufficient to cover the costs, the City may recover the excess costs from the contestant. If the recount is obtained by voters, each of them shall be individually liable for the whole amount of such expense.

6.45.060 – Appeal to the Courts After Recount.

Any candidate or a majority of the persons who requested a recount who have reason to believe that an error has been made in the recount involving any candidate or question, may appeal to the Superior Court in accordance with applicable court rules governing appeals in civil matters. The filing of the appeal and the proceedings shall be, as nearly as may be, as in case of such an appeal made after a recount in a State election.

Chapter 6.50
Contest of Election.

6.50.010 – Grounds for Election Contest.

A candidate or any ten (10) qualified voters of the city may contest the election of any person or the approval or rejection of any question or proposition upon one or more of the following grounds:
(a) Malconduct, fraud or corruption by an election official sufficient to change the result of the election;
(b) The person elected is not qualified under law or ordinance; or
(c) Existence of a corrupt election practice, as defined by the laws of the State of Alaska, sufficient to change the result of the election.

6.50.020 – Contest Procedure.

(a) Notice of contest of an election shall be submitted in writing to the clerk before five p.m. on the day of the certification of the election or to the assembly at its meeting to certify the election returns. The notice of contest shall specify the election being contested, the grounds of the contest, and shall bear the notarized signatures of the candidate or qualified voters bringing the contest. The notice shall be in substantially the following form:

NOTICE OF ELECTION CONTEST

The undersigned contest the regular (or special) election of the City of Kenai held on the _____ day of _____ . The grounds for the contest are as follows:

Signature and date

(Notarization)

- (b) Upon receiving a notice of contest, the council shall order an investigation be conducted by the clerk and city attorney. Those contesting the election, those whose election is contested, and the public shall be allowed to attend all investigation and recounting proceedings.
- (c) If the contest involves the eligibility of voters the council shall direct the clerk to recheck the most current state registration lists. After considering the reports of the investigating officials and any other proof, the council shall determine whether any illegally cast votes could have affected the election results. If they could not have, the council may so declare and determine the election valid and certify the results pursuant to this title.
- (d) If the contest involves other prohibited election practices which are shown to have taken place, the council, in certifying the election returns, shall exclude the vote of the precincts where such practices occurred. If it is determined that such exclusion could not affect the election results, the council shall declare the election valid and certify the results pursuant to this title.
- (e) The contestants shall pay all costs and expenses incurred in a recount of an election as provided by KMC 6.45.010.

6.50.030 – Appeal or Judicial Review.

A person may not appeal or seek judicial relief of an election for any cause or reason unless the person is qualified to vote in the city, has exhausted all administrative remedies before the council, and has commenced within ten (10) days after the council has finally declared the election results, an action in the superior court. If an action under this section is not commenced within the ten-day period, the election and the election result shall be conclusive, final, and valid in all respects.

Chapter 6.55
Special Elections.

6.55.010 – Procedure.

The clerk shall conduct special elections in accordance with the procedures set out in this title for a regular election.

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 * day of *, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Introduced: May 20, 2020
Enacted: *, 2020
Effective: *, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Robert Peterkin, Council Member
DATE: May 14, 2020
SUBJECT: Ordinance No. 3127-2020

In January 2019 the Kenai Peninsula Borough formed the Election Stakeholder Group in response to an ADA complaint related to election practices and I, along with Mayor Gabriel, City Manager Ostrander, and City Clerk Heinz participated in the group's meetings. The group's guiding principles included maximizing accessibility and inclusivity, ensuring efficiency and conservation of public resources, ensuring voter satisfaction and confidence, ensuring longevity in the solution, promoting coordination and collaboration, ensuring security and integrity of the voting system, encouraging higher voter turnout, and ensuring continuity of election operations. The group received presentations from local clerks, the State of Alaska Division of Elections, the Municipality of Anchorage, the United States Postal Service, and the Kenai Peninsula Borough's (KPB) current ballot printer. The group also received demonstrations from two software/hardware providers. Presentations reviewed both polling place and vote by mail structures. The group unanimously adopted six recommendations, the number one recommendation being to transition the election process from a polling site structure to a vote by mail hybrid structure. On September 18, 2019, the Kenai City Council adopted Joint Resolution No. 2019-001, recognizing the recommendations of the KPB Election Stakeholders Group and directing staff to explore implementation of the recommendations.

In December 2019, the KPB clerk's office contracted with Resource Data for the completion of a feasibility study and cost analysis for a vote by mail system implementation and, Resource Data's final feasibility study, in section 2.1. Overall Assessment, indicated that they believed that KPB would be able to successfully transition to an area-wide vote by mail election process.

The City of Kenai shares approximately 6,000 voters with KPB and traditionally, much of the election process is a joint effort making voting both in the City of Kenai and KPB elections not only a more convenient process for the shared voters but a more fiscally responsible one.

Ordinance 3127-2020 will codify and implement the vote by mail hybrid system recommended by the Election Stakeholders Group in conjunction with KPB to continue to provide convenient, secure and fiscally responsible elections to the city's voters in a sustainable and accessible way.

Your consideration is appreciated.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Jamie Heinz
DATE: May 12, 2020
SUBJECT: **Ordinance No. 3127-2020**

Following is an analysis of how our current election code was incorporated into Ordinance No. 3127-2020, highlights potential policy changes, and discusses which sections of our current election code would no longer be needed if the city were to move to a by-mail election process.

6.05.010 is new and provides a scope for the title.

6.05.020 replaces current 6.05.070, indicates that the clerk administers elections, and was adapted from Kenai Peninsula Borough (KPB) Code.

6.05.030 is new, provides definitions, and was incorporated as found in KPB's code as potentially amended by KPB Ordinance No. 2020-24.

6.05.040 is new, provides a severability clause, and was incorporated from KPB's code.

6.05.050 speaks to timing of elections, is adapted from KPB code, includes some details from our own city charter, and provides a timeline for a special election. Subsection (c) replaces current 6.05.260.

6.05.060 speaks to the number of votes required for election to office, includes detail from city charter, and is adapted from KPB code; subsection (b) replaces current 6.05.130.

6.05.070 speaks to record retention and replaces current 6.05.280. This section is adapted from KPB code and reduces retention of most records to 30 days after certification of election. Because retention of some election certification records is permanent, windows of appeal periods being small, and certification finalizing the election the records being reduced to the shortened retention length would no longer be needed; others are not the City's record but Alaska Public Offices Commission's (APOC) record. Ordinance No. 3128-2020 is a companion ordinance to this one and moves retention of financial disclosure forms, as is, to Title 1.

6.05.080 replaces current 6.05.050; addresses the city paying all necessary expenses relating to its elections and was modified to remain consistent with KPB regarding wages and by-mail.

6.05.090 replaces current chapters 6.20 and 6.30 relating to initiative, referendum, and recall situations.

6.05.100 brings offenses and penalties forward which are currently in 6.05.270. Some offenses to note are, using force to coerce a voter to vote in a certain way and voting or attempting to vote in the name of another person or in any name other than his or her own. Punishments for convicted violations are spelled out in KMC 13.05.010 so, our own police department could be leveraged to investigate.

6.10.010 replaces current 6.05.010 relating to voter qualifications, is also spelled out in charter, and adds a bit more language specific to registration; this was adapted from City of Soldotna (CoS) and KPB.

6.10.020 is new and was included pursuant to KPB and CoS. It was modified from AS 15.05.020. This information would provide something for the city to look to in the event of an election contest.

6.10.030 is new in the code but has been past practice; a joint advertisement with CoS.

6.15.010 and 6.15.020 pull a lot of information from city charter and replace current chapter 6.10. They go into more detail about what information is included in nomination petitions and declarations of candidacy. A change here which was incorporated from KPB code modifies the ending of the filing period in the event August 15 falls on a weekend or holiday with the extended deadline being noon on the designated day instead of close of business.

6.15.030 is new; was copied from a KPB ordinance which was adopted in January. This section will provide review processes for determining candidate qualifications and also in the event of an election contest similar to what Homer, KPB, and Haines have experienced.

6.15.040 provides an opportunity for a candidate to amend and withdraw their candidacy. It contains some information from current 6.10.030 and was adapted from KPB code.

6.15.050 is new and is a policy decision relating to campaign reporting; it was taken from KPB code. It can be left as it is which puts the clerk in the position of policing state law, or the second sentence can be removed putting the onus on the candidate. It is current practice that the clerk provides information for accessing APOC to determine what type of reporting would be necessary.

6.15.060 would be a new policy in our code and was taken from KPB and COS.

6.15.070 is a new policy for our code but is current practice, likely taken from KPB at some point.

6.15.080 speaks to watchers and is in our current code as 6.05.060. It is not in KPB code so Anchorage code was looked to for rewording in a by mail situation.

6.20.010 covers election notices and replaces current 6.05.320. Timing changes match KPB. A notice of bonded indebtedness was included which isn't currently mentioned in our code.

6.20.020 regarding election officials replaces current 6.05.040 regarding poll workers and now matches KPB's ordinance 2020-24 for by mail.

6.20.030 is new and specifies ballot form.

6.20.040 speaks to ballot preparation and distribution, and covers what is currently 6.05.080; this was copied from KPB so election resources could continue to be shared.



Chapter 6.25 speaks to by mail elections and is copied from KPB's ordinance 2020-24 for by mail; 6.25.010 incorporates current 6.05.030 to the extent possible with a transition to a by mail election.

6.30.010 is new and speaks to the clerk supervising absentee voting; it was copied from KPB code.

6.30.020 speaks to absentee voting officials and was copied from KPB code and ordinance 2020-24; it covers current 6.05.340 and 6.05.330.

6.30.030 and 6.30.040 discuss who is eligible to vote by mail and prohibits someone collecting a fee for attesting a voter's certificate required on an absentee ballot; these were copied from KPB code.

6.30.050 discusses the clerk providing materials for absentee voting and covers the absentee portion of current 6.05.080.

6.30.060 discusses voting in person in a vote center and was copied from KPB ordinance 2020-24 to provide for sharing resources; this section covers portions of current 6.05.145, 150, and 160.

6.30.070 discusses voting absentee by mail and was adapted from KPB code and ordinance 2020-24. This section addresses portions of current 6.05.140, 145, 150, 160, and 170. It also speaks to a portion of current 6.05.120(c). A new policy here provides that a permanent absentee by mail list will be provided by the City. This is in KPB's existing code and was being considered by the state through HB115 which died in committee when legislature adjourned.

6.30.080 speaks to voting absentee by electronic transmission and incorporates current code sections 6.05.145, 150, 160, 170, and 335.

6.30.090 is not in our current code; however, has been our practice.

6.30.100 speaks to electioneering rules and was not previously codified by the city; it was copied from KPB code.

6.30.110 provides guidance on assisting voters and was not previously codified by the city; it was also copied from KPB code.

6.30.120 provides for the clerk to specify rules for spoiled ballots and has been practice though it has never been in code; it was copied from KPB code.

6.30.130 discusses ballot boxes in the vote centers and covers current 6.05.090 to the extent possible with a mostly by mail election; it was copied from KPB code as may be amended by ordinance 2020-24.

Chapter 6.35 is copied from KPB's code and ordinance 2020-24 to match in counting procedures for sharing election resources.

6.40.010 moves into the canvass board part of the election and incorporates what is currently in 6.05.120 (a); it was adapted from KPB code as may be amended by ordinance 2020-24 and it now speaks to full number of election workers and no longer refers to precincts.



6.40.020 begins with counting procedures considering an influx of by mail ballots received and was copied from KPB code as may be amended by ordinance 2020-24.

6.40.030 is a high level overview of the canvass board's responsibilities and incorporates current 6.05.120(b) and (d)

6.40.040 speaks to ballots of voters not appearing on official registration lists not being counted and has been practice; this section was copied from KPB code.

6.40.050 discusses certification of election results and contains information from charter and the city's past practices; it is new and was adapted from KPB code.

Chapter 6.45 provides policies and adds procedures for an election recount and was copied from KPB code while incorporating the city's current code sections 6.05.220 and 6.05.230. Timelines and certain practices were updated; for example, our code currently indicates that a recount request can be brought to the Mayor and that the requestor can pay by bond.

Chapter 6.50 provides policies and adds procedures for an election contest and was copied from KPB code while incorporating 6.05.240.

To the extent possible with a transition to a by mail election process, all current sections of code were incorporated into this ordinance while retaining the ability to share resources with the borough and attempting to improve processes and provide clarity. Sections in current code that were not incorporated in some way were 6.05.110 which speaks to following state statutes regarding to elections and a poll-based type of election, 6.05.200 is not addressed in KPB code and was left out to provide for the ability to share resources with the borough to the extent we decide, 6.05.210 which speaks to computer testing to the satisfaction of a data processing control board which does not exist, and 6.05.250 which speaks to rules and regulations developed by the Director of Elections at the state level which would be aimed at poll based elections.





Sponsored by: City Clerk

CITY OF KENAI

ORDINANCE NO. 3128-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AMENDING KENAI MUNICIPAL CODE SECTION 1.85.040 – RECORDS PUBLIC, TO PROVIDE FOR A RECORD RETENTION LENGTH.

WHEREAS, Ordinance 3127-2020 repealed and replaced the City's election code; and,

WHEREAS, it is appropriate to identify the record retention length for financial disclosure statements in KMC 1.85.040 which requires them.

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

Section 1. Amending Section 1.85.040 – Records Public of the Kenai Municipal Code: That Kenai Municipal Code, Section 1.85.040 – Records Public is hereby amended as follows:

1.85.040 Records public.

All statements required to be filed by this chapter are public records and shall be maintained for six (6) years.

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 * day of *, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Introduced: May 20, 2020
Enacted: *, 2020
Effective: *, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Jamie Heinz
DATE: May 14, 2020
SUBJECT: **Ordinance No. 3128-2020**

Ordinance No. 3128-2020 is a companion ordinance to Ordinance No. 3127-2020. If Ordinance No. 3127-2020 is enacted, record retention of Public Official Financial Disclosure forms would need to be incorporated back into code; it is my recommendation that it be incorporated into KMC Chapter 1.85 where Public Official Financial Disclosure forms are set forth.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3129-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ACCEPTING AND APPROPRIATING PRIVATE DONATIONS TO THE KENAI ANIMAL SHELTER FOR THE CARE OF ANIMALS.

WHEREAS, the Kenai Animal Shelter recently received monetary donations from eight private individuals and one business; and,

WHEREAS, the Animal Control Chief has identified equipment needs, including an upgrade to cat kennels at the shelter; and,

WHEREAS, the acceptance of these donations to further the mission of the Animal Shelter is in the best interest on the City and its residents.

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

Section 1. That the City Manager is authorized to accept these donated funds in the amount of \$785.

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

General Fund:

Increase Estimated Revenues – Donations- Animal Control	<u>\$785</u>
Increase Appropriations – Animal Control- Small Tools	<u>\$785</u>

Section 3. That the City Manager is authorized to execute xxx.

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


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

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

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: May 20, 2020
Enacted: June 3, 2020
Effective: June 3, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

DATE: May 5, 2020

SUBJECT: **Ordinance No. 3129-2020, Donation to Kenai Animal Shelter**

The Kenai Animal shelter received a number of unsolicited private donations recently totaling \$785. The individual donors include: Glenn & Patricia Clifford, Mykel's Restaurant Staff, Elizabeth Whiteside, Rosemary Milliken, Timothy Stanley, Ronald Dupis, Linda Tannehill, Karen Monell and Linda Ashley. The Animal Control Chief has identified improvements to be made to the cat kennels at the shelter, which she believes would be an appropriate use of those donated funds to continue providing high quality care at the Shelter.

I am respectfully requesting consideration of the ordinance accepting and appropriating those donated funds to assist in the care of animals as they were intended.

PURCHASE ORDERS OVER \$15,000.00 WHICH NEED COUNCIL APPROVAL
COUNCIL MEETING OF: MAY 20, 2020

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
WESTEK MARKETING	DISPATCH LOGGING RECORDER	POLICE	MACHINERY & EQUIPMENT	15,512.00

INCREASE OF EXISTING PURCHASE ORDER

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

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: David Ross – Police Chief
DATE: May 7, 2020
SUBJECT: Purchase Order Exceeding \$15,000 – WesTek Marketing

The purpose of this memo is to request support for a purchase order in the amount of \$15,512 to WesTek Marketing for the replacement of the dispatch logging recorder. This equipment records police and fire radio traffic in addition to 911 calls. The funds anticipated to be used for this purchase are being appropriated from asset forfeiture funds in ordinance 3120-2020.

Three quotes were received for this project and the one from WesTek Marketing was the lowest. The outdated equipment that is to be replaced/upgraded was a Stencil recorder from WesTek Marketing and the Department has been happy with the equipment and support.

Your consideration is appreciated.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: May 14, 2020

SUBJECT: **Action Approval for Special Use Permit to Weaver Brothers, Inc.**

Weaver Brothers, Inc. has requested to use three adjacent City-owned parcels along Coral Street for storage of truck trailers for one-year from June 21, 2020 to June 20, 2021. Weaver Brothers, Inc. requested the same use on these parcels from June 20, 2019 to June 20, 2020. The Kenai City Council approved of this use at their meeting on June 19, 2020 and truck trailers are currently being stored on the parcels. This use is similar to the use of two parcels under a five-year lease from the City by Weaver Brothers for truck and trailer storage across Coral Street and allows for a temporary expansion of their business. The attached map shows the location of the three adjacent parcels requested for a special use permit. The application submitted to the City is also attached to this memorandum.

The three adjacent parcels total 67,083 square feet of City property. The Coral Street Airport Zone of the City was appraised at a rate of \$0.50 per square foot and the CPI adjustment for the past year is 1.39%. The annual permit fee would be \$2,720.62 for all three lots based on \$0.50 per square foot, 67,083 total square feet to be used, CPI adjustment of 1.39%, and an 8% of fair market value annual special use permit rate.

The parcels are within the Airport Light Industrial (ALI) Zone of the City and within the Airport Reserve. Pursuant to requirements of the Federal Aviation Administration, the City would reserve the right to cancel this special use permit on 90-days' notice. The Airport Commission recommended approval of the Special Use Permit during their meeting on May 14, 2020. If City Council approves, City Administration would execute the special use permit attached to this memorandum.

Thank you for your consideration.



City of Kenai
Special Use Permit
Application

Application Date: 4/20/2020

Applicant Information

Name of Applicant:	JAMES H. DOYLE, INDIVIDUALLY, D/B/A WEAVER BROTHERS, INC						
Mailing Address:	PO Box 2229	City:	Kenai	State:	Alaska	Zip Code:	99611
Phone Number(s):	Home Phone: (907) 283-3729		Work/ Message Phone: (907) 283-7638				
E-mail: (Optional)	kevind@wbialaska.com						
Name to Appear on Permit:	James Doyle						
Mailing Address:	PO Box 2229	City:	Kenai	State:	Alaska	Zip Code:	99611
Phone Number(s):	Home Phone: (907) 283-7957		Work/ Message Phone: (907) 283-7638				
E-mail: (Optional)	kevind@wbialaska.com						
Type of Applicant:	<input checked="" type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:	415 CORAL STREET KENAI, ALASKA 425 CORAL STREET KENAI, ALASKA 435 CORAL STREET KENAI, ALASKA		
Description of the proposed business or activity intended:	Trailer storage		
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)?	1 year		
Requested Starting Date:	June 20, 2020		
Signature:	<i>James H. Doyle</i>	Date:	4-21-20
Print Name:	James H. Doyle	Title:	President

For City Use Only:

- General Fund
 Airport Reserve Land
 Airport Fund
 Outside Airport Reserve

Date Application Fee Received:

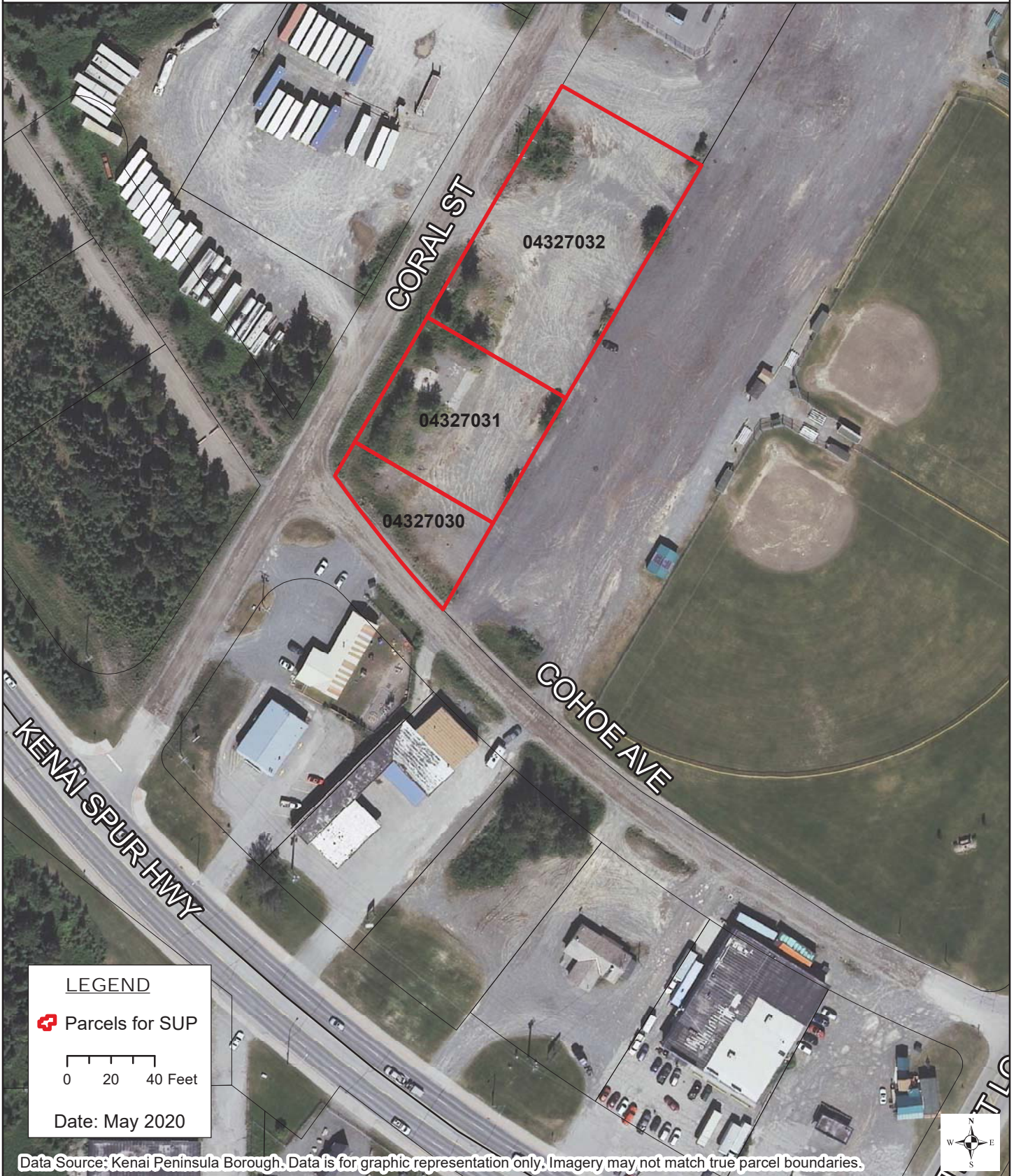
City Council Action/Resolution:

Account Number:

4-24-2020



Special Use Permit Application
Parcels 04327030, 04327031, 04327032
415, 425, 435 Coral Street
Lots 1, 2, 3, Block 3, Gusty Suidivision No. 4



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



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: May 14, 2020

SUBJECT: **Action Approval for Special Use Permit to Axtel Enterprises, LLC**

Mr. Walter Blauvelt, owner of Axtel Enterprises LLC, has requested a Special Use Permit to clear dead and dying trees for fuel reduction at Tract A Kenai Meadows and Tract A Mommsens Subdivision No. 2. The application is attached and Axtel Enterprises LLC has paid the application fee of \$100. Tract A Kenai Meadows (2200 Redoubt Avenue, parcel 03901065) and Tract A Mommsens Subdivision No. 2 (1020 Fourth Street, parcel 03913202) are vacant parcels owned by the City. Tract A Kenai Meadows is approximately 72.21 acres and Tract A Mommsens Subdivision No. 2 is approximately 4.24 acres. There are many dead or dying trees on the parcels due to damage from the spruce bark beetle (*Denfroctonus rufipennis*). Dead and dying spruce trees present a wildfire hazard when standing because they can support intense, rapidly moving crown fires and when fallen they can support intense surface fires. The City's 2019 Hazard Mitigation Plan recognizes wildland fire as a hazard.

The attached map and application show the proximity of these parcels to residences in Mommsens Subdivision, Windhaven Estates Subdivision, and Inlet Woods Subdivision. A portion of Tract A Kenai Meadows was donated by Ordinance 2899-2016 to Kenai Peninsula Housing Initiatives for restricted income and senior housing. Multi-unit dwellings have been constructed on the adjacent donated parcels even though the aerial imagery on the attached map dates prior to their construction. Tract A Mommsens Subdivision was retained by Ordinance 1429-91 for the public purpose of a future park. A City waterline extension also runs through the parcel.

The Kenai City Council granted a Special Use Permit for the same use from November 2019 through May 2020 to Axtel Enterprises LLC on Tract A Kenai Meadows. Slash and debris were removed and the parcel was left neat in appearance. Axtel Enterprises, LLC addressed 10-15 acres of the approximately 72 acres on Tract A Kenai Meadows with work done under their expiring Special Use Permit granted in 2019. Axtel Enterprises LLC would like to continue work on Tract A Kenai Meadows and expand work to Tract A Mommsens Subdivision for 2020. The fee was \$10 for the Special Use Permit fee granted in 2019. With the addition of a second parcel, the fee is proposed to be \$20 for the 2020 Special Use Permit. Both parcels are tied to the City's General Fund.

Terms and conditions applied to the Special Use Permit would protect the value of the parcels for the City. Terms in the Special Use Permit include: no roads or other development must be created, the premises must be left in clean and neat condition, all slash and debris may not be scattered or left in piles and should be removed from the site, open fires are prohibited, and City staff may conduct site inspections. Axtel Enterprises LLC complied with the same terms for their Special Use Permit granted in 2019.

The 2020 Special Use Permit would be granted for a time period of twelve months from June 1, 2020 through May 31, 2021 for non-exclusive right of access to Tract A Kenai Meadows and Tract A Mommsens Subdivision Addition No. 2 to clear dead and dying trees for fuel reduction. If the Council approves, City Administration would finalize the Special Use Permit.

Thank you for your consideration.





**City of Kenai
Special Use Permit
Application**

Application Date: 5/01/2020

Applicant Information

Name of Applicant:	Walter Blauvelt						
Mailing Address:	PO Box 85	City:	Anchor Point	State:	AK	Zip Code:	99556
Phone Number(s):	Home Phone: () 299-3391		Work/ Message Phone: () 235-4216				
E-mail: (Optional)	axtelent@acsalaska.net						
Name to Appear on Permit:	Axtel Enterprises LLC						
Mailing Address:	Same as above	City:		State:		Zip Code:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()				
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:	<u>Parcel ID 03913202 & 03901065</u>	
Description of the proposed business or activity intended:	To harvest dead and dying spruce.	
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If you answered yes to any of the above questions, please explain:		
What is the term requested (not to exceed one year)?	one year	
Requested Starting Date:	06/01/2020	
Signature:	<u>Walter Blauvelt</u>	Date: <u>5/1/20</u>
Print Name:	Walter Blauvelt	Title: Owner/Operator
For City Use Only:	<input checked="" type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land <input type="checkbox"/> Airport Fund <input checked="" type="checkbox"/> Outside Airport Reserve	
Date Application Fee Received:	<u>5/4/20</u>	
City Council Action/Resolution:		
Account Number:		

RECEIVED
CITY OF KENAI
DATE 5/4/2020
PLANNING DEPARTMENT



Special Use Permit Request - Aerial Imagery

Parcel 03901065, 03913202
2200 Redoubt Avenue, 1020 Fourth Street
Tract A Kenai Meadows, Tract A Mommsens Subdivision No. 2



LEGEND

Special Use Permit -
Axtel Enterprises LLC

0 20 40 Feet

Date: May 2020

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





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: May 14, 2020

SUBJECT: **Action Approval for Lease Assignment to E&E Foods, Inc.**

On April 24, 2020, the City received an application to assign the lease of Lot 2, Kenai Spit Subdivision from North Pacific Seafoods, Inc. to E&E Foods, Inc. d/b/a Pacific Star Seafoods. The Kenai Peninsula Borough parcel number is 04910106 and the physical address is 2000 Columbia Street. The parcel is 12.12 acres (527,947 square feet) in size. Access is from Sea Catch Drive. The parcel is surrounded by tidal flats and flatlands and fronts the Kenai River. A map of the parcel and the assignment application are attached to this memorandum.

The lease was assigned to North Pacific Seafoods, Inc. in 2017. Previous leaseholders of the parcel include Wild Pacific Salmon, Inc., Inlet Fisheries, Inc., and Sea Catch, Inc. The lease expires in 2058. The specified use of the lease is for dock, wharfage seafood processing and related activities. The parcel has been leased and developed with a dock and fish processing plant since the original lease was entered into in 1979 and was granted a 25-year extension of the lease terms. It is tied to the General Fund.

The parcel is within the Heavy Industrial (IH) Zone of the City. After assignment of the existing lease, the new lessee could request an amendment to the lease. The City expects E&E Foods, Inc. will request an amendment to the lease to include the use of seafood storage and manufacturing once the lease is assigned. The assignment will not constitute a change in use and E&E Foods, Inc. d/b/a Pacific Star Seafoods will abide by the existing lease terms.

Kenai Municipal Code 22.05.045(f) states that lease assignments shall not be referred to the Planning and Zoning Commission. According to Title 11 of Kenai Municipal Code, the Harbor Commission shall review all City leases of City-owned submerged lands. The Harbor Commission reviewed the lease assignment request at their meeting on May 11, 2020 and recommended City Council approve the assignment.

If City Council consents to the lease assignment, the lease of City-owned Lot 2, Kenai Spit Subdivision to North Pacific Seafoods, Inc. will be assigned to E&E Foods, Inc. d/b/a Pacific Star Seafoods and retain all existing provisions of the lease.



City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Renewal
Application Date:	4/24/20

Applicant Information

Name of Applicant:	E&E Foods, Inc dba Pacific Star Seafoods						
Mailing Address:	900 Powell Ave SW	City:	Renton	State:	WA	Zip Code:	98057
Phone Number(s):	Home Phone:	206-768-8979	Work/ Message Phone:	206-812-2829			
E-mail: (Optional)	kenn@eefoods.com						
Name to Appear on Lease:	E&E Foods, Inc.						
Mailing Address:		City:		State:		Zip Code:	
Phone Number(s):	Home Phone:	Work/ Message Phone:					
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	Lot 2, Kenai Spit Subdivision (parcel 04910106)
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials _____
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials _____
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials _____
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
1. Legal or brief description of property leased:	
RABUF LLC- 04901311, 04901124, 04901130	
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years):	2065
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	
Requested Starting Date:	

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?

3. What is the estimated value of the improvement?

4. What is the nature and type of improvement?

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

Describe the proposed business or activity intended:

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

Lease Assignment Only: What is the name of the individual or legal entity the lease is to be assigned?
 E&E Foods, Inc

Lease Renewal Only

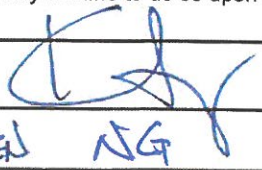
Renewal of an Existing Lease (at least one year of term remaining): Requires new development.
 Lease Term based on: Estimated cost of new improvements and Purchase Price (optional)

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

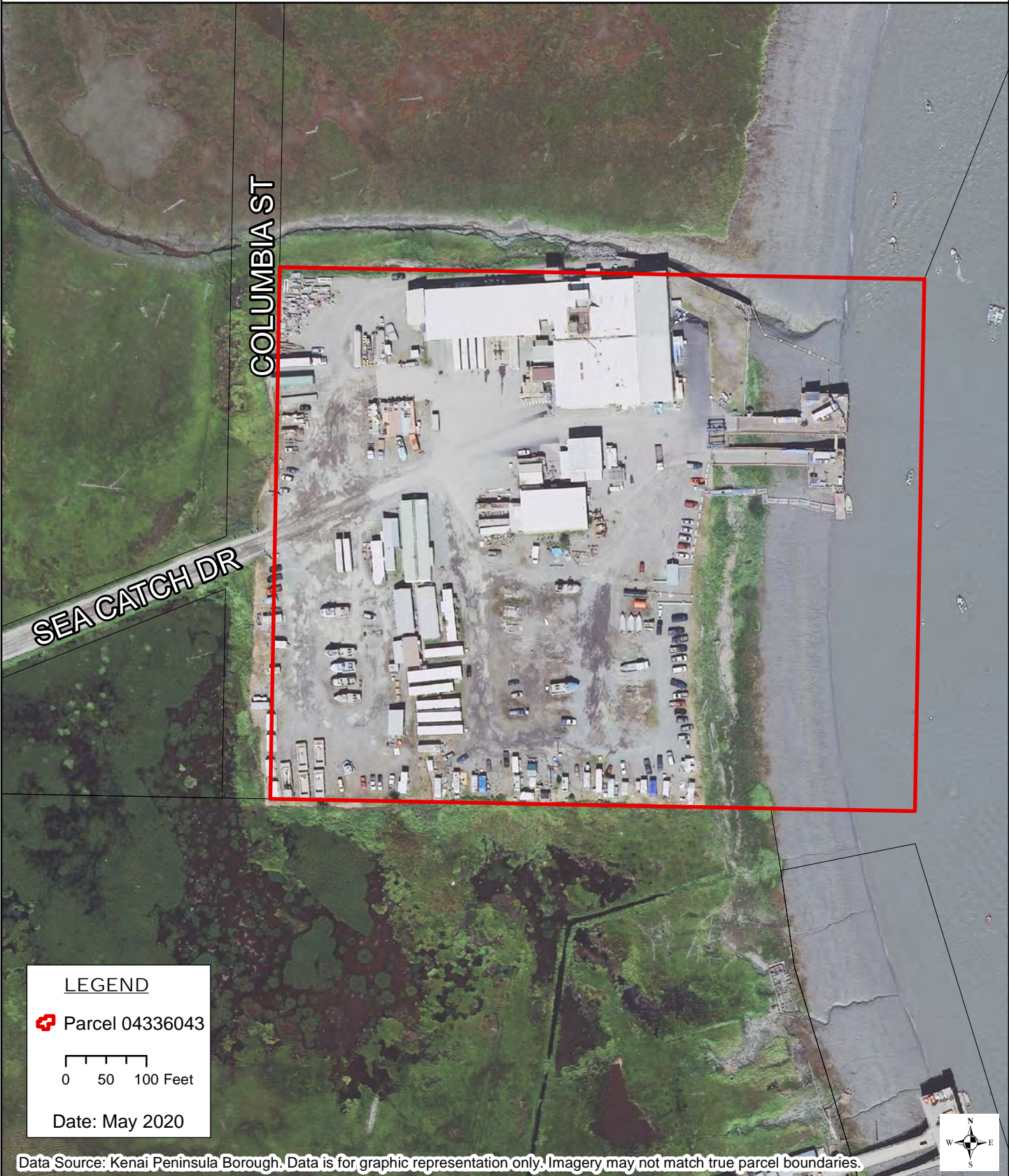
Signature:		Date:	4/24/2020
Print Name:	Ken NG	Title:	COO

For City Use Only:	Date Application Fee Received:	4/24/20
<input checked="" type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land	Date Application Determined Complete:	4/28/20
<input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	30-Day Notice Publication Date:	N/A
Account Number:	City Council Action/Resolution:	

RECEIVED
 CITY OF KENAI
 DATE 4/24/20
 PLANNING DEPARTMENT




**Lease Assignment Application
Parcel 04910106
2000 Columbia Street
Lot 2, Kenai Spit Suidivision**



COLUMBIA ST

SEA CATCH DR

LEGEND

 Parcel 04336043

0 50 100 Feet

Date: May 2020



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

**KENAI HARBOR COMMISSION
REGULAR MEETING
MARCH 9, 2020 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
CHAIR MIKE DUNN, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

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

a. Pledge of Allegiance

Chair Dunn led those assembled in the Pledge of Allegiance.

b. Roll Call

Roll was confirmed as follows:

Commissioners present: Chair M. Dunn, Vice-Chair C. Crandall, G. Greenberg, B. Peters, N. Berga, B. Bornemann

Commissioners absent: J. Desimone, C. Hutchison

Staff/Council Liaison present: Public Works Director S. Curtin, Public Works Assistant K. Feltman, Council Member R. Peterkin

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Peters **MOVED** to approve the agenda and Commissioner Bornemann **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS – None.

3. UNSCHEDULED PUBLIC COMMENT

Jim Glendening noted that the U.S. Census deadline was April 1 and it determined funding for Alaskans.

4. APPROVAL OF MEETING SUMMARY

a. February 10, 2020

MOTION:

Commissioner Crandall **MOVED** to approve the meeting summary of February 10, 2020; and Commissioner Peters **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

- a. **Recommendation** – Motion for Approval of Resolution No. HC20-01

The Commission briefly discussed Resolution No. HC20-01.

MOTION:

Commissioner Peters **MOVED** to approve Resolution No. HC20-01; and Commissioner Crandall **SECONDED** the motion. There were no objections; **SO ORDERED**.

- b. **Discussion/Recommendation** – Contract to Use Cranes, Offices, and Operating Area at the Boating Facility 2020

The Public Works Director reported no bids were received through the recent RFP process but Whittier Seafoods would be putting forth a proposal for review.

The Commission further discussed having two fees for the Special Use Permit, Individual Single Use and Commercial Use with fees ranging from \$1,500 to \$3,500 with stipulations around availability. The Public Works Director suggested putting out an RFP/Bid specifically to provide fuel at the City Dock.

7. REPORTS

- a. **Public Works Director** – S. Curtin reported the following:
- He provided an update regarding the cathodic protection repair and installation from the previous earthquake damage;
 - The bid for airport engineering services was awarded to HDL Engineers;
 - Capital Improvement projects were presented to Council;
 - A RFP for Engineering Services five-year contract for the Water Sewer and Waste Water Treatment Plant went out to bid today;
 - Due to the increased amount of snow on the ground, the date of the dock opening would be dependent on the weather; and
 - Further discussions regarding dredging with the Army Corps of Engineers; would provide the Commission a copy of the draft letter at the next meeting.
- b. **Commission Chair** – M. Dunn noted interest on two main topics for the Harbor Commission - Fuel and Dredging at the City Dock.
- c. **City Council Liaison** – R. Peterkin reported on the actions of the March 4 Council Meeting.

8. NEXT MEETING ATTENDANCE NOTIFICATION – April 6, 2020

9. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Berga noted there would be an event at the Kenai City Dock, the Second-Annual Return of the Reds on June 6. He explained the event had three parts: 1) Kick-off Commercial Fishing Season, 2) BBQ Fundraiser for the Kenai Food Bank, and 3) To promote direct marketers. He also provided an update on the Upper Cook Inlet Board of Fisheries meeting.

Commissioner Crandall thanked Commissioner Peters for his support for residents not subsidizing the Personal Use Fishery. He further thanked those present for their hard work.

Commissioner Bornemann expressed appreciation and support for the City's efforts in trying to get the State of Alaska to take some responsibility for the Personal Use Fishery.

Chair Dunn noted interest in attending the next Upper Cook Inlet Board of Fisheries meeting.

10. ADDITIONAL PUBLIC COMMENT

Jim Glendening thanked the Commission for their participation and enthusiasm for the Kenai Harbor and thanked the Public Works Director for his support and guidance. He added regarding dredging at the dock, a resolution could be prepared for the Harbor Commission.

11. INFORMATION ITEMS – None.

12. ADJOURNMENT

MOTION:

Commissioner Bornemann **MOVED** to adjourn and Commissioner Crandall **SECONDED** the motion. There were no objections; **SO ORDERED**.

There being no further business before the Commission, the meeting was adjourned at 7:58 p.m.

Meeting summary prepared and submitted by:

Jacquelyn LaPlante
Deputy City Clerk



KENAI

EFFICIENCIES
REPORT

MAY 2020

INTRODUCTION

The identification and execution of strategies that result in efficiencies and cost savings within the departments of the City of Kenai has been a focus of this administration. The employees of the City of Kenai have continued to make great strides in the last year towards that end.

The following are highlights of successful efficiencies initiated by City departments in fiscal year 2020. These strategies from department managers and City employees have reduced costs or streamlined processes. Our hope is that by sharing these initiatives amongst ourselves, these resourceful approaches will spark ongoing ideas and discussion for further advances to saving money while still providing excellent service to our citizens.

Most impactful reported change:

Public Works:
Replacement of Wastewater Treatment Plant
Aeration Blowers
Annual Savings: \$106,000

Section 1. Efficiencies Overview

In the past year, departments within the City of Kenai have continued with efforts to reduce costs and improve workplace efficiency. Efficiencies are reported as quantified (with a cost savings value attached) or non-quantified.

Quantified Efficiencies
Total Estimated Savings: \$303,956
Annual Savings: \$263,956

Quantified Efficiencies Summary				
Department	Item	Estimated Savings		
		One-Time	Annual	Hours*
Airport	Carbide Blades for 966M Caterpillar		\$8,843	
Airport	Wildlife Hazing Training		\$1,700	
Clerk's Office	Reduction in Newspaper Advertising		\$3,500	
Finance	General Fund Fleet Replacement Plan		\$53,335	
Finance	Replacing Color Copier at City Hall		\$6,238	
Fire Department	Ambulance Remount	\$40,000		
Fire Department	Medication/Medical Supplies Vendor		\$3,000	
Fire Department	Cost Sharing for Training Events		\$1,700	
Human Resources	Change Janitorial Model		\$11,000	
Human Resources	Reduce and Consolidate Advertising		\$6,000	
Lands	Convert Leases to Standard Form		\$6,240	
Library	Services from an Individual Vendor		\$1,400	
Library	Data Collection Storage			48
Planning	Reduction in Newspaper Advertising		\$2,000	
Planning	Provide Tablets for Planning & Zoning		\$1,000	
Police Department	Consolidation of Animal Control		\$37,000	
Police Department	Discontinue Uniform Allowance		\$2,700	
Public Works	Replacement WWTP Aeration Blowers		\$106,000	
Public Works	Streets Scheduling Modification		\$4,500	
Public Works	Convert City Street Lights to LED		\$1,300	
Senior Center	Meals on Wheels Delivery Routes			120
Senior Center	Salad Bar Modification		\$5,000	140
Senior Center	Napkin Dispenser		\$1,500	280
Senior Center	Congregate Housing Carpet Cleaning			132
Estimated Savings		\$40,000	\$263,956	720

* Annual Savings

Non-Quantified Efficiencies

- 1 Collaborative effort to reduce costs across departments and work with other public and private entities was reported.
- 3 Projects to digitize elements of department operations and utilize online resources were reported.
- 1 Projects implementing new technology to eliminate numerous inefficiencies were reported.
- 2 Projects took measures to streamline processes, saving staff time and reducing duplicate efforts.

Additional departments also changed scheduling structures, began strategic planning processes, implemented workflow changes, and made other efforts to achieve savings.

Section 2. Quantified Savings Based on Operational Changes by Department

Quantified Savings
Total Estimated Savings: \$303,956
Annual Hours Saved: 720

Department: Airport

Estimated savings: \$8,843

1. Carbide Blades for the 966M Caterpillar 966M loader. The Airport purchased carbide cutting edges (double-sided) for the 2020-2021 season for a cost of \$8,700. Replacement cost for regular cutting edges for the Cat u-blade was \$5,281 per set, which are changed out three times per winter for a total material cost of \$15,281. This represents a material savings of \$ 7,143. (Jim Lackey)
Estimated Annual Savings: \$7,143
2. Wildlife Hazing Training. The Kenai Municipal Airport obtained approval from the Federal Aviation Administration (FAA) to continue with the Train-the-Trainer program designated through the Kenai Police Department. Initial and recurrent training for all personnel acting under the direction of the WHMP is required under 14 CFR 139.313 in the area of wildlife hazard management, as defined in 14 CFR Part 139.337. FAA approval allows annual training by the USDA to the Kenai Police Department designee who in, turn annually trains all Airport, Kenai Police, and Kenai Fire Department personnel involved in wildlife hazing operations. Annual USDA training costs for the trainer are approximately \$800 a year. USDA provides training to all every third year at an estimated \$2,500 per year. (Mary Bondurant)
Estimated Annual Savings: \$1,700

Department: Clerk's Office**Estimated savings: \$3,500**

1. Reduction in Paid Advertising of Council Agendas. The City Clerk suggested a reduction in the paid advertising of Council agendas and worked with Vice Mayor Molloy and Council Member Knackstedt to make amendments to the City Code. The Code and an associated policy were ultimately amended to provide that only public hearings were published in the newspaper instead of the full agenda. The full agenda is still published for free on the City's website. (Jamie Heinz)
Estimated Annual Savings: \$3,500

Department: Finance**Estimated savings: \$57,093****Hours saved: 311**

1. General Fund Fleet Replacement Plan. The Finance and City Shop departments initiated a Fleet Replacement Plan for General Fund vehicles and light-duty trucks to improve the City's ability to plan and fund vehicle purchases in the future proactively. Development of the plan required documentation of the existing fleet and vehicle requirements to provide for the purchase, replacement, and transfer of reliable and efficient vehicles. The plan ensures departments have efficient vehicles, and the City is better able to utilize vehicles over their operational life. This project, in coordination with departments, results in a reduction of the City's current fleet from 55 vehicles to 40 vehicles and results in an estimated annual savings of \$5,835 in fleet maintenance and 311 repair hours and an estimated \$7,500 in insurance costs. The plan decreases the average life of the fleet, which currently averages 14 years old with the oldest vehicle being 29 years old and increases the average annual mileage per vehicle from 4,419 miles per year to 6,075 miles per year. Annual funding amounts started at \$147,821 in FY21, which will be stable and predictable, aiding in the annual budget process. (Terry Eubank and Randy Parrish)
Estimated Annual Savings: \$53,335
2. Replacing Color Copier at City Hall. The current upstairs copier was purchased nine years ago and is nearing the end of its useful life. It serves a number of departments both at City Hall and other facilities. The average number of pages printed each year is 187,111 black and white and 95,388 color pages. The current cost per page for black and white is \$0.0119, and the cost per page for color is \$0.0965, resulting in an annual cost of \$11,424.95. Replacing the copier with a new copier will reduce annual costs by \$6,238 per year to a new total of \$5,187. The cost of a new copier is \$12,500, which will be repaid in two years. The contract pricing is locked in for five years, which will result in a total savings of \$18,793 over the next five years, including the cost of the new copier. (Dan Castimore)
Estimated Annual Savings: \$6,238

Department: Fire Department**Estimated savings: \$38,000****Hours saved: 30**

1. Ambulance Remount. In FY20/21, the department is scheduled to replace Rescue 7, one of the department's ambulances. Typically, the department would develop specifications to purchase a new ambulance, then send it to vendors for requests for proposals. The department investigated another option that is to do a remount of the ambulance body to a new chassis. Safety and cost were the two items that were paramount in researching this option. Captain Mark Anderson contacted two companies to see the feasibility of the project. The original manufacturer of Rescue 7 was Trauma Hawk, which is now a division of AEV, and Braun NW, who is the manufacturer of the department's other two ambulances. Each company adheres to the Commission on Accreditation of Ambulance Services (CAAS) Ground Vehicle Stand for Ambulances V2.0 for the remounting of ambulances ensuring that they meet industry safety standards. Both companies were given information on the proposed project and provided the department with estimates. It is estimated that in doing a remount, the City will save \$40,000. Remounting will also be an option for Rescues 6 & 8 at a later date. (Mark Anderson)

Estimated One-time Savings: \$40,000

2. Changing Medications and Medical Supplies Vendor: The fire department reviewed the purchasing of medications and medical supplies and found savings from new suppliers. Typically, the department has ordered medications from Soldotna Professional Pharmacy, but over the last two years, they've experienced significant difficulties in getting medications due to national shortages, resulting in non-preferred packaging and increased costs from their suppliers. The department identified other vendors that can also provide medications used on emergency response and also looked at stocking and ordering of medical supplies and identified a system (PSTrax) that will allow scanning of items as they are received and used on the ambulances. This program also has an added benefit as it will be used to track Narcotics (required by DEA) and inventory of station supplies. The initial cost of the system is \$950.00, with an annual fee of \$570.00. Estimated savings of time in purchasing medical supplies is 30-50 staff hours per year and \$1000 in medical supplies savings and \$2,000 in medication savings. (Mitch Miller and Dustin Voss)

Estimated Annual Savings: \$3,000

3. Cost Sharing for Training Events. The Training Divisions of Kenai Fire Department, Nikiski Fire Department, and CES met at the beginning of the fiscal year to plan training events that would be beneficial to each department while saving money by cost-sharing. To hire an instructor to teach a 40-hour class costs from \$5,000.00 to \$10,000.00 for each class. By collaborating with other agencies on the Peninsula, the department is able to meet required training with maximum student attendance, hire an instructor through one agency, and invite students from neighboring departments to attend. In addition, the department continues a collaboration with Marathon Petroleum on training to benefit mutual aid to that facility and provide training. (Tony Prior)

Estimated Annual Savings: \$15,000

Department: Human Resources**Estimated savings: \$17,000**

1. Replace Contract Janitorial Services with Employee Model. The Human Resource Department worked with the Administration, Police Department, and Library to evaluate janitorial services at City Hall, Public Safety, and the Kenai Community Library to determine facility needs and propose a staffing model to meet the facility janitorial requirements. The initial purchase of equipment and hiring four part-time janitors results in a savings of \$11,000 in the first year and, once the equipment is purchased, additional savings of approximately \$25,000 in future years. (Stormy Brown, Dave Ross, Katja Wolfe, Terry Eubank, and Christine Cunningham)
Estimated Annual Savings: \$11,000
2. Reduce and Consolidate Advertising. Applying a centralized review of advertising for open positions in the City newspaper resulted in fewer and consolidated ad placement in newspapers. This year, the City only placed ads in newspapers or paid posting sites for 25% of the open positions, choosing on many occasions, instead, to post positions on free association sites or to use City sites effectively. Based on not placing ads for 15 of the 21 openings, the savings was approximately \$6,000 in FY20 and could result in additional savings, depending on the number of recruitments in future years. (Stormy Brown)
Estimated Annual Savings: \$6,000

Department: Lands Department**Estimated savings: \$6,240**

1. Convert Leases to the New Standard Lease Form. For lessees not using the new standard lease forms adopted by City Council, an appraisal is paid for by the City every five years to determine the new lease rate. If an estimated eight lessees convert to the new standard lease form, this will provide a savings of \$6,240 to the City in 2025 for the next appraisal. City Council adopted the new standard lease forms following work sessions with City Administration, and the Planning Department assisted lessees in converting to the new standard lease forms. (Paul Ostrander, Terry Eubank, Mary Bondurant, Scott Bloom, Elizabeth Appleby, and Christine Cunningham)
Estimated Annual Savings: \$6,240

Department: Library**Estimated savings: \$1,400
Hours saved: 48**

1. Elimination of Services from an Individual Vendor. Providing interlibrary loan services to Library patrons is a requirement for receiving the annual Public Library Assistance grant. In the past, the Kenai Community Library used OCLC WorldShare Interlibrary Loan to manage interlibrary loan services, but high subscription costs motivated the previous Library Director to look for alternatives. With the assistance of the Alaska State Library, the Kenai Library is now able to offer interlibrary loan services without needing the OCLC subscription, resulting in a savings of \$1,400. (Mary Jo Joiner)
Estimated Annual Savings: \$1,400

2. Data Collection Storage. The Library is revising the process of data collection and storage from paper and scans to spreadsheet and database programs. This modification will significantly decrease the time spent on data collection and reporting, especially during the budgeting process and grant reporting. Estimated number of annual hours saved: 48 (Elizabeth Kleweno, Bethany McMilin, and Katja Wolfe).
Estimated Annual Hours Saved: 48

Department: Planning

Estimated savings: \$3,000

1. Reduction in Newspaper Advertising. The reduction in newspaper postings of the Planning & Zoning Commission was adopted by City Council Ordinance 2102-2020. Council Member Henry Knackstedt sponsored the Ordinance. Planning Assistant Wilma Anderson also found cost savings in requesting a reduced column width for ads with little text, such as meeting cancellation notices. This savings is reflected in a reduction of \$2,000 in the draft FY21 advertising budget for the Planning and Zoning Department. (Elizabeth Appleby, Jamie Heinz, and Willie Anderson)
Estimated Annual Savings: \$2,000
2. Provide Tablets for Planning and Zoning Commissioners and Switch to Digital Packet Delivery. Planning Commissioners were provided with tablets to view Planning & Zoning Commission packets. The City formerly had printed packets for Commissioners. This savings is reflected in a reduction in the draft FY21 budget by reducing Printing and Binding and Repair and Maintenance costs that would be necessary with paper packets by \$1,000. The tablets, including styluses and cases, cost \$1,414. The City will start to recoup this expenditure in FY22. (Elizabeth Appleby)
Estimated Annual Savings: \$1,000

Department: Police Department

Estimated savings: \$39,700

1. Animal Control Consolidation of Shelter Services with Soldotna. The consolidation of shelter services with the City of Soldotna resulted in a \$42,000 contract that will likely continue in future years. The City increased the operating and professional services budgets by \$5,000 to cover the anticipated added costs, so the efficiency savings would be \$37,000 per year (Assuming it continues at that rate). This project was generated by a combination of administrative discussions, but Animal Control staff should get all the credit for taking on the added workload. (Jessica "JJ" Arrington-Hendrickson, Edwin Creekmore, and Kristopher Giordano)
Estimated Annual Savings: \$37,000
2. Discontinue Uniform Allowance. A uniform allowance for Communications and Administrative staff at the police department was discontinued in FY20. This discontinuation resulted in a cost savings of \$2,700 per year that will continue in future years. Public Safety Dispatcher Kaitlyn Morse was the employee who brought this request

forward with dispatchers preferring not to be limited to only wearing uniform items. (Kaitlyn Morse)

Estimated Annual Savings: \$2,700

Department: Public Works

Estimated savings: \$111,800

1. Replacement of Wastewater Treatment Plant Aeration Blowers. The Utility costs at the WWTP peaked in FY2019 with actual costs of \$453,342, which exceeded the annual budget at that time by approximately \$40,000 due to failing aged equipment and lack of controllability for staff to adjust air being delivered due to issues such as severely leaking underground air piping. In FY2020, the Department completed a Capital Project for the replacement of 40-plus-year-old Aeration Blowers. The FY2020 utility budget was \$402,787, anticipating some cost savings based on the new equipment. Based on the performance of the new equipment thus far working better than expected, FY2020 utility costs will likely come in approximately \$50,000 under budget. As a result, budgeted FY2021 utility costs are \$347,477, a reduction of \$55,310 year over year, and an improvement of approximately \$106,000 from FY2019. Staff continues to work within the Capital Improvement Plan, and with upcoming projects such as the replacement of 40-plus-year-old Digester Blowers, are striving to get the facility's utility costs down to \$300,000 per year. (Scott Curtin)

Estimated Annual Savings: \$106,000

2. Streets Scheduling Modification. Coordination between the Public Works Administration and Streets division this year regarding scheduling weekend work around snow events allowed the Department to remain within budgeted amounts despite responding to significantly more snowfall than previous recent years. Staff schedules were modified to begin work earlier on Monday mornings rather than working on Sunday when possible, which allowed roadways to be cleared faster as there are fewer cars out at that time. It is estimated this coordination saved approximately \$900 per weekend snow event on five different occasions for a total savings of \$4,500. Despite this year's winter conditions, the Department as of May, 2020 remains approximately \$3,600 under the current overtime budget, and approximately \$2,000 under budget from previous fiscal years. (Curt Wagoner, Kurt Brauer, Robert Flake, Theodore Hacklin, Allan Judd, John Savely)

Estimated Annual Savings: \$4,500

3. Convert City Street Lights to LED. While responding to out of service street lights, it was possible to switch 13 bulbs switched over to LED from older less efficient bulbs at an estimated annual savings of \$1,300. (Scott Curtin)

Estimated Annual Savings: \$1,300

Department: Senior Center

Estimated savings: \$8,100

Hours saved: 540

4. Meals on Wheels Delivery Schedule Modification. Senior Center Meals on Wheels Driver's Patty Segura and Jake Gibbs proposed a change to the delivery schedule after Jake was out on extended leave last year. The schedule was rearranged to serve those that were on his route outside of the City limits one week's worth of meals, delivered one day per week similar to the Kasilof route. When he returned from leave, Patty and Jake once again worked together to keep a similar system in place. As new clients were added, they were accommodated with a once-per-week delivery. This adjustment also saved the extra time needed on days when the Senior Center was limited to one driver. By limiting these deliveries to once per week, approximately 50 miles were taken off of their combined routes each week. Over a period of a year, this will show a savings of 2,800 miles and 120 employee hours. (Patty Segura and Jake Gibbs)

Estimated Annual Hours Saved: 120 Hours

5. Salad Bar Changes. A large commercial salad bar required two large containers of ice each day, which required kitchen staff to gather buckets of ice from Vintage Pointe. The melting ice drained into a bucket inside the salad bar's lower cabinet, often causing water damage. After the flooring project was completed, it was decided that the salad bar be discontinued. A sneeze guard was purchased for one of the smaller tables, and a small amount of ice from the kitchen is utilized for various salad items. The kitchen staff also noticed by using a smaller salad bowl, proportionate to the size of the table, less salad was being consumed on a daily basis. Seniors were still getting as much salad as they wanted but were just taking smaller amounts. The Center has received many positive comments about the new salad bar as it is much more user friendly. By not needing the amount of ice for the salad bar and, in turn, emptying it out daily, the City saves two-and-a-half (2 ½) hours each week or 140 hours each year in employee time. The savings to the salad bar, using smaller containers and not having as much waste, is estimated to save \$5,000 each year. (Melissa Bailey and Ethan VanLoan)

Estimated Annual Savings: \$5,000

Estimated Annual Hours Saved: 140

6. Napkin Modification. In the Senior Center Dining Room, a white two-ply dinner napkin with the silverware wrapped inside and then bound by a paper ring has been used. This process took one hour each day to prepare either by a volunteer or staff member. Extra napkins were often needed by individuals, requiring the Senior Center to supply an additional picnic napkin to supplement the dinner napkin and creating a sanitary and waste issue as more picnic napkins were discarded than utilized. To solve these issues, the department purchased commercial silverware caddies to house utensils without exposing the whole item similar to those used in self-service restaurants and marketed to reduce napkin consumption by 25%. These napkins are not only efficient but are one half the price of the former dinner napkins. This change also reduced the amount of silverware to wash. The savings over a year is estimated at \$1,500. Given that an employee or volunteer is not wrapping napkins every day is also a yearly time savings of 280 hours. (Melissa Bailey and Ethan VanLoan)

Estimated Annual Savings: \$1,500
Estimated Annual Hours Saved: 280

7. Congregate Housing Carpet Cleaning. Historically, the Senior Center has provided carpet cleaning to existing tenants one time each year. In the past few years, the number of tenants wanting this service was declining. This past year, carpet cleaning was no longer advertised as a sign-up option, and tenants were instead required to ask for this service as needed. One out of 40 apartments asked to have their carpet cleaned. This change brought a savings of over \$1,600. Apartment common areas are still cleaned twice each year, and vacant apartments are cleaned before each new rental. (Bill Sadler)
Estimated Annual Savings: \$1,600

Section 3. Non-quantified Savings and Efficiencies Based on Operational Changes

Collaboration

The City of Kenai has worked throughout the year to identify areas where increased efficiencies can be achieved through improving collaborations both amongst departments and between departments and other public and private entities.

- Parks & Recreation Equipment Sharing. Parks and Rec worked with staff from the Public Works Department to make arrangements to have the loader's push blade stored at the crew building location throughout the winter months. In year's past, the shop area would get plowed exclusively with the department's plow truck and a small loader bucket. The push blade was stored elsewhere and not being utilized. Utilization of the push blade has reduced the amount of time removing snow in the yard by an estimated ten hours. (Ed Brusvan)

Using Online and Digital System to Streamline Processes

A number of departments have continued to take steps to streamline processes and workflow by utilizing digital and online tools.

- Library Checkout Receipts: The Library now offers library users the option of getting emailed checkout receipts instead of printed receipts (Ryanna Thurman and Katja Wolfe)
- Library Catalog Modification: The Library has changed the way items in the catalog are modified, saving 25 hours or more per year (Elizabeth Kleweno, Bethany McMillin, and Katja Wolfe).

- **Planning and Zoning Department Forms:** The Planning department created new pdf forms that request the same information with more clarity, and that may be completed digitally. A checklist was added to the forms to summarize information on City processes and relevant Code and allow the Planning and Zoning Department to assist the public better. The new forms save on annual paper/printing supply costs and staff time spent with applicants explaining processes or delivering paper forms, saving an estimated 24 hours per year. (Elizabeth Appleby)

Implementing New Technology to Drive Efficiency

In addition to utilizing online and digital resources to streamline processes, many departments have identified and implemented new technology that results in significant efficiency savings.

- **Streamline Delinquent Water and Sewer Account Collection:** The Legal Department and Finance Department will work together to create an objective policy for transfer and action on delinquent water and sewer bills from Finance to Legal. This is intended to result in administrative time savings, equity and uniformity in administration for delinquent account holders, and improved public processes through more timely filing of liens providing public notice, resulting in improved collections and time savings (Cindy Herr)

Redesigning Staff Structures and Work Processes to Improve Efficiency

Departments examined work processes to propose new approaches to improve existing systems, teams or processes.

- **Obtain a Shred Bin for City Hall:** The current cost for the police department shred bin is \$77.50 per month. City Hall staff spend an average of 2.5 hours shredding paper per week. Staff time can be used more effectively and economically on other tasks. Bins are the size of the 96-gallon trash bins and hold a large amount of paper. (Cindy Herr)
- **Weed & Seed Burning:** The Parks and Rec department has always utilized mechanical tilling and manual removal of weeds just prior to planting the concrete circle planters. Pre-emergent weed controls have also been used through the years. This past season, one of the temporary summer employees (Ashlyn Eagle) suggested the department experiment with burning the soil to control both weeds and seeds. This ended up being a low-cost and safe alternative to pre-emergents and didn't require the oversight of a certified applicator. It is estimated that this process eliminated the weed problem by more than 50% and was a time savings of five hours. (Ashlyn Eagle)



MEMORANDUM

TO: Kenai City Council
THROUGH: Paul Ostrander
FROM: Mary Toll, Grant Writer
DATE: May 7, 2020
SUBJECT: Grant Status Report April 2020

Shortly after starting in this position in early March, the world as we know it turned upside down. I was fortunate enough to work in the office the first few weeks of March and this allowed me to familiarize myself with the grants that were in progress as well as the specific projects that needed grant funding:

Kenai Bluffs Bank Stabilization Project – as the project moves through the path to federal funding, the City is looking for funding to help with the \$5 million balance needed to complete the \$11 million match for the project. Finding grant funding to fill that \$5 million need has been my primary project.

Grants researched and found to be unsuitable or not applicable to the project include:

- Incorporating Engineering with Nature and Landscape Architecture (COE) FONO W81EWF-20-SO1-0021 (no duplicate COE funding allowed)
- State of Alaska Community Development Block Grant Program (only funding projects that benefit low and moderate income persons)
- BLM Alaska Cultural and Paleontological Resource Management grant (only applies to BLM administered public lands)

Grants being researched:

- Economic Development Administration (EDA), US Dept. of Commerce FY 2020 (or 2021) Public Works and Economic Adjustment Assistance (FONO PWEAA2020)
- State of Alaska Historic Preservation Grants
- Denali Commission
- US Department of Agriculture
- FEMA
- State of Alaska Historic Preservation Fund
Only available to CLGs (Certified Local Governments – 14 in Alaska)

Staff training is the only current funding; monitor for 2021 funding opportunities

November 2018 Earthquake Damage Repair – City Dock and Wellhouse #1 – Grant funding is being requested from the Economic Development Administration under their FY 2019 EDA Disaster Supplemental funding. This is a complicated application that was under way when I began my employment. A change in the project scope (from repair of Wellhouse #1 to relocation of the wellhouse structure and decommissioning of the well) as well as an increase in the funding amount requested required changes to the application including the environmental assessment, historic preservation submittal/response, permits, and costs. The application has been completed and submitted to the Alaska EDA representative for review prior to final submittal to EDA. Grant funding of \$25,000 (80%) will cover the entire insurance deductible, with the required City 20% match of \$6,250 coming out of costs the city is already incurring. Timing for review and grant award are not known.

Gulf of Alaska Pink Salmon Disaster Relief – administered by the Pacific States Marine Fisheries Commission; opportunity for this grant was sent to Paul Ostrander. Paul forwarded me the information and the application for \$38,684.54 was submitted on April 28. The funding must go to a project and the City Dock repair included an upgrade for the cathodic protection. If awarded, this grant will go toward funding that upgrade. Timing for review and grant award are not known.

Bridge Access Pedestrian and Bike Trail – this projects would construct 1.3 miles of 10-foot wide paved and separated pathway connecting the gap between the pathways on Beaver Loop Road and Kenai Spur Highway. The cost of the project has increased substantially from the City's estimate of \$717,661 in 2019 to a current State estimate of \$2,398,229, with project management going from the City to the State. The City's 9.03% match requirement has gone from \$64,804 to \$216,560.

Grants researched and found to be unsuitable or not applicable to the project include:

- State of Alaska Recreational Trails Program
No construction funding; may be feasible for future repair/maintenance after constructed
- American Greenways Grants (Kodak and The Conservation Fund)
Construction grants not available

Grants being researched:

- REI Public Lands and Stewardship
Requires local REI store managers to identify partners; this would require cooperation with Anchorage store manager. An email request for additional information was sent to REI; REI replied with additional information, noting that they do not accept any unsolicited grant applications. I am following up with their grants program staff to get more information on the process. It may be beneficial to partner with local groups such as BIK&S, AK; Tsalteshi Trails; Boys & Girls Club; Boy Scouts; School District; local City Parks and Recreation Departments,



etc. for the request if we can get a grant solicited. No award limits are shown on the website.

- State of Alaska DNR Land and Water Conservation Fund Grant Program
No grant funding currently available. Monitor for future funding.
- People for Bikes Community Grants. A draft Letter of Interest form has been completed but cannot be submitted before **June 15, 2020** to initiate the grant request process. It must be submitted by filling out the letter online. The organization limits grants to \$10,000.
- National Park Service Alaska Rivers, Trails & Conservation Assistance
No monetary grants, but this would be a good resource to help find and obtain funding; will submit application in the near future (**application deadline June 30**) if directed by administration.
- Hydroflask Parks for All grant program is being researched. An email requesting project qualifications and application process has been sent to the corporation. No grant limits are shown on the website.

The grant process seems to generally accept applications in the spring and fall. Much of the work I am doing will prepare for submittal at later dates or when grant opportunities appear.

In addition to addressing specific grants, I am also putting together a procedure document which will include information routinely needed for the applications. This includes the City's DUNS number, SAM information, Tax ID information, infrastructure descriptions and city management structure. It will be handy to have this information available in one place – searching for it has occupied a lot of my time.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Jessica “JJ” Hendrickson, Animal Control Chief
DATE: May 7, 2020
SUBJECT: April 2020 Monthly Report

This month the Kenai Animal Shelter took in **31** animals. Animal intake and disposition:

DOGS:				
	INTAKE	14	DISPOSITION	11
	Waiver	0	Adopted	5
	Stray	7	Euthanized	0
	Impound	1	Claimed	4
	Protective Custody	0	Field Release	1
	Quarantine	0	Transferred	1
	Other Intakes	6	Other Dispositions	0
CATS:				
	INTAKE	17	DISPOSITION	24
	Waiver	6	Adopted	17
	Stray	9	Euthanized	2
	Impound	0	Claimed	2
	Protective Custody	2	Field Release	0
	Quarantine	0	Transferred	3
	Other Intakes	0	Other Dispositions	0

OTHER ANIMALS:			
INTAKE	0	DISPOSITION	0
Bird	0	Bird	0
Rabbit	0	Rabbit	0
Chicken	0	Chicken	0
DOA:	2	OTHER STATISTICS:	
Dog	1	Licenses (City of Kenai Dog Licenses)	17
Cat	0	Microchips (Dog and Cat)	9
Chicken	1		

- 2 Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 17 Animals are *known* borough animals
- 13 Animals are *known* City of Kenai
- 2 Animals are *known* City of Soldotna
- 1 Animals from unknown location
- 43 Field Investigations & patrols
- 0 Volunteer Hours Logged
- 2 Citations
- 0 Educational Outreach

Statistical Data:

- 228 2018 YTD Intakes
- 246 2019 YTD Intakes
- 306 2020 YTD Intakes





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Mary Bondurant, Airport Manager
DATE: May 8, 2020
SUBJECT: **May Mid-month Report**

2018 Terminal Rehabilitation Project – Construction: The project is in the final stages of completion; waiting on signage and seating.

2019 Alaska Fire Training Facility Rehabilitation & Acquire Aircraft Rescue and Firefighting Trucks (ARFF) – Training equipment portion and building rehabilitation is complete. The two ARFF vehicles are on-order with OSHKOSH.

2020 Acquire SRE (Loader) – The advertising of the Invitation to Bid for a loader with attachments was put on-hold until the FAA completes review of the Invitation to Bid.

2020 Sand/SRE Storage Building – Ordinance No. 3116-2020 (Substitute) appropriated funds to HDL Engineering for the design of this building. Design is 35% complete.

2020 Land Acquisition – The City is programming to purchase two parcels of land in the Runway Protection Zone (RPZ).

In-house Activities:

Airport Administration – The office remains closed. The Airport Manager and the Administrative Assistant are in the office. If you need assistance please send an email to mbondurant@kenai.city or call 907.283.7951.

The terminal building has been reopened from Friday night at 12 midnight until 3:00am on Sundays. Brothers Café reopened on May 4th, with hours from 8:00am to 8:00pm and the Upper Deck lounge reopened on May 8, 2020.

The janitorial contract expires June 30, 2020 and the contract is currently being advertised.

JBER COVID FLYOVER - Look to the skies on Friday, May 15, 2020 for a military flyover in appreciation of all healthcare workers, first responders and other essential personnel on the front lines against COVID-19. Currently scheduled for late morning/early afternoon, detailed flight routes and times will be released the day before.

Runway Safety Action Team Meeting – This annual meeting is scheduled for May 19, 2020 via ZOOM teleconferencing at 2:00pm. Runway incursions remain a serious concern nationally and this meeting reinforces our ongoing efforts to improve surface safety at the Kenai Airport. If you need any information to attend this meeting, please contact Ron Lapp at Ronald.CTR.Lapp@faa.gov.

June 13, 2020 – 20th Annual Kenai Peninsula Air Fair, Saturday! This event has been cancelled due to the CORVID-19 virus.

RAVN Shutdown – There has been no changes or movement with the RAVN shut down. Grant continues to fly a limited schedule six-days a week.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

Through: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: May 12, 2020

SUBJECT: Finance Department, May 2020 Mid-month Report

COVID-19, more specifically the response to the pandemic, financial tracking of related costs, and available funding options has dominated much of my time for the last month. The remainder of the department is functioning normally with some increased tracking and reporting requirements.

In addition to COVID-19 response, the department has prepared for the adoption of the City's FY2021 Budget. Budget Ordinance adoption is scheduled for the May 20th Council meeting. City code requires adoption by June 10th. The Resolution establishing the 2020 mill rate is also scheduled for adoption on May 20th to coincide with adoption of the FY2021 Budget Ordinance.

The department is working with Human Resources on a renewal plan for employee benefits. A resolution authorizing renewal is also in the May 20th Council Packet. The City is negotiating through our broker, Marsh & McLennan Agency, to get the best renewal rate and coverage for the City and its employees.

The department submitted its property, liability and workers' compensation insurance premium credit application for the upcoming renewal year. This is a large document that takes cooperation from all departments. Special thanks is owed to Ms. Feltman of Public Works for her assistance in putting the document together. This document is a bit time consuming but has reduced the City's insurance costs by an average of \$40,000 per year. The document shows the commitment to safety, training and education by the City and its employees. We are currently waiting on renewal quotes for these coverages from both public entity risk pools operating in the State. Quotes are expected any day and a resolution authorizing the binding of coverage for FY2021 will likely be before Council for passage at the June 3rd Council meeting.

The department is preparing for the upcoming Personal Use Fishery. Preparation includes updates to the Dip Net App, updates to our point of sale software, and modifications to dip net shacks for employee protection.



MEMORANDUM

TO: Mayor Brian Gabriel and City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: May 8, 2020
SUBJECT: Fire Department Mid-Month Report - April

As we continue to work through this time of COVID-19 changes in operations, we responded to 93 calls for service in April, which is down from 125 calls during April of 2019. We wanted to do something special for the children within our community that were not able to celebrate birthdays with friends as they would normally, so we implemented a drive-by birthday celebration with Tower-1 and Sparky. We conducted 37 drive-by's and were honored and happy to bring a little joy to our residents in this unusual time.

Mark Anderson was promoted to Deputy Chief, Pete Coots was promoted to Fire Captain, and Casey Luecker was promoted to Engineer in the month of April.

The new engine arrived from Hughes Fire Equipment and we have been working with the City Shop to place it into service. Deputy Chief Anderson has started shift training with all fire department employees to familiarize them with the engine and how to operate it. Our goal is to have it in service and operational as soon as possible.

Along with the new engine, we have received our new air packs and have started to inventory them prior to placing them in service. All department members will receive training on the differences in these packs compared to our old ones, as well as functional differences. Once all members have received their training, we'll place them on all apparatus. We anticipate that to happen within the next week.

On shift training during April included: Rope Rescue, Ice Rescue, Driver Operator, Expanded Scope EMS and Firefighter Skills for probationary firefighters.



MEMORANDUM

TO: Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager





FROM: Katja Wolfe

DATE: May 6, 2020

SUBJECT: Library Mid-Month Report April 2020

The Kenai Community Library has been closed to the public since March 17, 2020 in response to the COVID-19 pandemic.

April at a Glance

		Apr-19	Apr-20	2020 YTD
Checkouts				
Physical		7,724	n/a	22,014
Digital		1,157	1,585	5,176
Visits				
Number of Visitors		8,046	n/a	13,508
New Library Cards		50	10	115
Room Use		148	n/a	395
Programs				
Number of Programs		40	25	102
Program Attendance		654	n/a	1,021
Volunteer Hours		58	n/a	105
Technology Sessions				
Computer Sessions		703	n/a	1,030
iPad Sessions		128	n/a	203
WiFi Sessions			1,568	1,568
Early Literacy Station Sessions		390	n/a	786

Programming highlights

- All in-person programs canceled in April 2020
- We started our virtual classroom programs on Facebook to engage with patrons while we are closed (average of 4 programs per week)
 - Weekly Lego® challenge
 - Let's Draw
 - Virtual story time
 - STEM program

April 2020 Library Services

- 37% increase in digital checkouts as compared to March 2019
- 10 online library cards issued in April 2020.
- Automatically extended all due dates to June 30, 2020





MEMORANDUM

TO: Elizabeth Appleby, City Planner
FROM: Paul Ostrander, City Manager
DATE: May 11, 2020
SUBJECT: Planning and Zoning April 2020 Report

Planning and Zoning Commission Agenda Items and Resolutions

- Resolution PZ2020-05 - Preliminary Subdivision Plat of Kristine Subdivision No. 1, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna AK 99669, on behalf of the Estate of Donald Frederickson, P.O. Box 770987, Eagle River, AK 99577.
- Resolution PZ2020-06 - Preliminary Plat of General Aviation Apron Tract A, submitted by Segesser Surveys, Inc., 30485 Roseland St., Soldotna AK 99669, on behalf of the City of Kenai, 210 Fidalgo Ave., Kenai, AK 99611

Building Permit and Site Plan Reviews

Planning and Zoning staff reviews all Building Permits for compliance with the zoning code. The Department conducted 8 Building Permit reviews in April 2020.

Planning and Zoning staff administratively review and approve of site plans. One preliminary site plans review was conducted with an applicant prior to formal submission in April 2020.

Code Enforcement

1 case was opened in April 2020 for an Abandoned Vehicle.
1 case was opened in April 2020 for Debris and Junk.

Lands

The City has received two requests for Special Use Permits and one lease assignment request in April 2020. Communications with lessees included finalizing lease conversions and answering lease rate change questions; lease rate changes will occur in July 2020.

Planning Documents

The Hazard Mitigation Plan adopted by the Kenai City Council by resolution has been approved by FEMA and the State of Alaska. It was recommended to the Kenai Peninsula Borough Assembly by the Kenai Peninsula Borough Planning Commission on April 13, 2020. The plan was adopted as an annex to the Kenai Peninsula Borough Plan (to replace the 2010 document that is currently the annexed document for the City in the Kenai Peninsula Borough Hazard Mitigation Plan) at the May 5, 2020 Kenai Peninsula Borough Assembly meeting.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: May 12, 2020
SUBJECT: **Mid-month Report - April**

The 2019-20 winter ice season came to a close March 16. A total of 28 hours were reserved for the month of March compared to 35 hours last year. The year-end total is 579.25 hours.

There were some operational challenges related to COVID-19 that we navigated through and still continue today. The open space and trails have remained available for public use during this pandemic and the playgrounds and pavilions recently opened as of May 8. The Recreation Center has been closed since March but has a tentative opening date of June 1 with certain restrictions. New restroom cleaning procedures and protocol are being implemented to further protect our staff and members of the public. Procedures will include more frequent cleanings, additional personal protective equipment, additional cleaning steps and portable wash stations for the staff. Interviews for our summer hire program will be conducted telephonically with a tentative start date of June 1.

Summer preparations are under way including getting park, open space and trail areas picked up and free of litter, flower beds cleaned out and turf areas swept. Some of the residential lawn damage caused from winter snow removal operations has been completed. Local sports leagues (Kenai Softball Association, Kenai Little League and Kenai Peninsula Comp Soccer) have all delayed their start-up dates. A total of two beetle-kill trees were removed for the month of April.

The summer flowers are healthy and flourishing. All the baskets and Mr. Stacky planters have been planted and Randy Dodge just started on some of the whiskey barrels.

The department is planning on a community clean-up effort May 18-24. The yellow bags traditionally obtained from the Kenai Peninsula Borough and passed along to community members participating in the clean-up will not be available this year. The department has very limited number of bags left over from last season and so folks will be encouraged to supply their own bags.



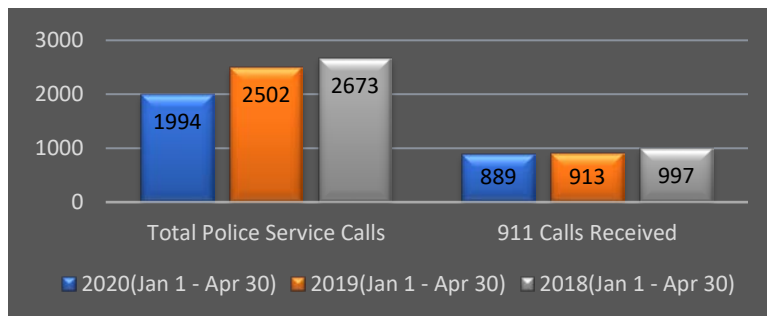
MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: David Ross, Police Chief
DATE: May 11, 2020
SUBJECT: **Police & Communications Department Activity – April 2020**

Police handled 450 calls for service in March. Dispatch received 172 9-1-1 calls. Officers made 52 arrests. Traffic enforcement resulted in 27 traffic contacts and 7 traffic citations. There were 6 DUI arrests. Officers investigated 2 motor vehicle crashes. There were no collisions involving moose. There were no collisions involving drugs or alcohol.

External training was all cancelled for the month of April. During the month the Department focused heavily on online training, spike-strip training, firearms training, and other in-service training that could be accomplished locally under the current Covid-19 State mandates.

The Department continued to see a sharp dropoff in call volume for the month of April, related to Covid-19. Our School Resource Officer prepared DARE videos to be used in the local elementary schools during the period of Covid-19 related online learning. Another patrol officer created a video tour of a police vehicle to be used in distance learning by one of local elementary school teachers. The Department is working with the Kenai Alternative High School and Kenai Central High School to help facilitate parades in lieu of traditional graduation ceremonies.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin, Public Works Director

DATE: May 2020

SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

- Terminal Building Rehabilitation Project – *The project reached Substantial Completion on March 27, 2020! The Contractor has been provided a punch list, exterior siding has been 100% completed. The interior finishes are now all complete. The A/E Team and Contractor have processed roughly 98% of the required submittals, as well as responding to 238 RFIs; 170 Change Requests have been processed with Nine Change Orders executed to date; Original Contract amount of \$10,985,994.00, Change Orders 1-9 total \$1,195,962.41, approximately 10.9% of Original Contract. We are anticipating a Change Order 10 for some additional Owner Requested Work including boiler replacements that recently began to fail that were not originally included within the project and possibly assistance with new furniture assembly. The Project is set to closeout well, Contractor and Engineering team continue to work together well.*
- Alaska Regional Fire Training Facility Building Rehabilitation Project – *A Notice to Proceed was issued to Orion Construction on October 4, 2019. The Original Contract is for \$1,938,755, which is 98% complete to date. The Design Team and contractor have processed about 98% of required submittals, and have responded to 22 RFIs. The Project is almost complete. The interior finishes including carpeting and lighting are now complete. Final mechanical system connections are underway. Two change orders have been processed totaling \$33,674.15, roughly 1.7% of total project costs. Substantial Completion is anticipated for May 22nd with Final Completion expected 60 Days later. Beacon has canceled their regularly scheduled training for April and is hoping for a June restart.*
- Alaska Regional Fire Training Facility Equipment Rehabilitation Project - *A Notice to Proceed was issued to Kirila Fire on October 4, 2019. The Original Contract is for \$1,993,000, On March 5th-7th the Contractor successfully completed startup of the main trainer. On March 9th the SAFT Trainer successfully conducted training with assistance from the Kenai Fire*

Department, big thank you to Chief Tucker and his staff for their help. The project reached Substantial Completion on March 13, 2020. One change order has been executed to date for \$120,000 which added additional fire places to the SAFT Trainer. Change Order 2 is pending for \$22,764.37. Total Change Orders to date will be \$142,764.37, approximately 7.2% of total project costs. As a reminder we are getting a credit back on AE Fees as a result of Change Order 1, this will lower the total change orders to 2.8% of total project costs.

- Kenai Municipal Airport Wheeled Loader Replacement – Currently coordinating release of Bid Documents with the FAA, anticipating an Advertisement Release for May 2020.
- Kenai Municipal Airport Sand Storage Facility – On January 23, 2020 the City released a Request for Proposals for Professional Engineering Services for a five year term agreement for the Airport. Proposals were received on February 18, 2020. HDL Engineering was the successful proposer and was issued a formal notice of award on March 16, 2020. This is the first project under this Agreement. The Sand Storage Building was originally scoped out as an approximately 6400sf facility projected to cost around \$2,000,000. An Agreement with HDL Engineering was executed on April 17, 2020 for a not to exceed fee of \$265,681 for the Design Phases of the work. Currently the Schematic Design Phase has been completed, overall square footage was reduced through programming to 5600sf due to budget concerns. Geotech has been completed at the site and the Design is about two weeks ahead of schedule. Airport and Public Works Staff is very pleased with the work to date.
- Dock repair – The City Dock received damages as a result of the November 30, 2018 Earthquake. Council approved an amendment to Nelson Engineering at the March 18, 2020 Council Meeting to revise the existing Construction Documents. Final revised documents were received from Nelson Engineering on April 6, 2020. Engineer's revised estimate came in higher than our existing funds for this work. Working with Finance and the Administration to determine if it makes sense to Bid this work at this time. Anticipating an Advertisement Release for May 2020.
- Recreation Center Improvements – Grant extension was requested to allow additional time to coordinate with other projects, grant now expires June 30, 2020. Hansen Roofing completed hot mop and cap sheet repairs to specific areas of the building for a contracted cost of \$9,315. Work was successful as areas that had been leaking are no longer. Bid documents for painting of the facilities exterior and grading / drainage modifications are being assembled now.
- Kenai Cemetery Expansion 2018 – Project Documents were recently finalized. The Public Works Department is completing a majority of this work in house. Storm Water Protection Plan has been developed and submitted with the state. Clearing of the site is now complete, installation of parking lot base is now complete. Project will continue to be on hold until spring when fencing, HEA Power, and asphalt work will be completed.



- Peninsula Avenue Bluff Erosion 2018 – Design Documents are now 100% complete. Anticipating an Advertisement Release for May 2020.
- USACE Bluff Erosion – See City Manager’s report. Director’s Report from the Army Corp of Engineers was signed April 10, 2019.
- DOT KSH Rehabilitation (Widening to 5 lanes) Phase 1 Swires Rd. to Eagle Rock Dr. was bid on March 30, 2018. City of Kenai water main replacement crossing KSH at Shotgun/Beaver Loop designed, funded, and will be bid with DOT project. The 16” new water main associated with this project has now been installed under the Highway. Wolverine continues with the project, the roadway has now been paved, ditch work final grading and bike path work are taking place as well. *Wolverine is now back in town and ramping up for the season, bike path work is currently taking place.*
- DOT KSH Rehabilitation (Widening to 5 lanes) Phase 2 Eagle Rock Dr. to Sports Lake – ADOT advises this project will may have some right of way clearing taking place before winter with the majority of the work taking place next year.
- DOT Beaver Loop Road and Pedestrian Pathway Project – QAP was awarded the project. Signage was posted the week of June 10th, clearing of the right of ways and directional boring of utilities is actively underway. DOT advises final asphalt for both the new road and bike path will not be until May/June 2020. *Update: Contractor is anticipating final paving taking place late May 2020 to finish the project.*





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: May 11, 2020

SUBJECT: April 2020 Monthly Report

Home Delivered Meals	1597
Home Delivered Meals – COVID-19	1072
Pick Up Meals – COVID-19	180
Grocery Shopping Assistance	42
Vintage Pointe Meals – COVID-19	346

Though closed to the public, the Senior Center continues to provide services to our senior population. During this crisis we have been able to offer the following:

- Home delivered meals, served Monday – Friday to over 100 individuals in the greater Kenai area.
- Shopping and delivery assistance through Country Foods.
- Prescription pickups and delivery.
- Low income food box delivery.
- Telephone support and wellness checks.
- Information on COVID19, State of Alaska benefits, IRS Economic Impact payments, and the newest scams surrounding the current crisis.

In addition to this, the staff has been working on various projects including:

- Consolidating, cleaning, and re-organizing closets and storage spaces.
- Deep cleaning of the kitchen and dining room.
- Winter yard cleanup.
- Preparation of 100 shelf stable food bags.
- Document Retention Schedule shredding preparation.
- Organization and preparation for internal capital projects.
- Researching and writing grant opportunities.
- COVID-19 online information training.
- Generated a draft Volunteer Handbook.



Kenai Chamber of Commerce and Visitor Center
Kenai Visitor and Cultural Center Report
March 2020

KVCC Walk in Visitor Count

Month	2016	2017	2018	2019	2020
March	1,548	1,180	1,283	689	648

*Of the 648 KVCC walk-ins, we estimate 297 attendees for facility rentals, 59 attendees for luncheon and the remaining 292 would be visitor traffic. As of March 18, 2020, KVCC has been closed to the public.

Official Kenai Guide Mailings

Month	2016	2017	2018	2019	2020
March	1643	2,956	779	1,250	285

2020 Kenai Guides arrived March 30, 2020.

The above along with cancellation of MatSu and Great Alaska Sportsshow is the reason for the significantly low March numbers

Official Kenai Guide Display Racks

Location	2016	2017	2018	2019	2020
Airport Hotel – Kenai		96	0	0	0
Aspen – Kenai	0	0	0	0	0
Aspen – Soldotna	0	0	0	0	0
Charlotte’s Restaurant			100	62	0
City Hall	15	0	0	0	0
Country Foods/IGA	105	96	0	0	0
Diamond M Ranch	0	0	0	0	0
Everything Bagels		0	0	0	0
Kenai Airport	180	221	125	103	0
Mad Moose Restaurant		0			
Paradisos Restaurant	45	64	75	50	0
Quality Inn	45	192	0	0	15
Safeway – Kenai	110	345	150	0	0
Safeway – Soldotna			125	0	0
Soldotna Inn	50	196	0	0	35
Sportsmans Warehouse	50	126	0	43	0
The Cannery Lodge				0	0
Three Bears	90	192	0	50	0
Veronica’s	25	32	0	13	0
Total Guide Count	715	2,472	575	321	50

Due to COVID19, we stopped community rack fulfillment on March 18, 2020.



Kenai Chamber of Commerce and Visitor Center

Kenai Visitor and Cultural Center Report

March 2020

Note: In January, we send guides to Anchorage Brochure Distribution to distribute to the following locations throughout the year. ABD also supplies literature to many hotels and businesses that do not have one of their displays.

Downtown

- Downtown Tour Group
- 4th Street Mall
- Anchorage Guesthouse
- Anchorage Grand Hotel
- Anchorage Historic Hotel
- Clarion Suites
- Comfort Inn
- International Auto Logistics
- Marriott
- Ramada
- Ship Creek RV
- The Aviator
- Quality Inn

JBER

- Outdoor Rec Ft. Rich
- Oasis Travel
- YMCA
- Outdoor Rec Elm AFB
- Airforce Inn

Whittier/Girdwood

- Inn at Whittier
- Portage Train Station

Midtown

- Best Western Golden Lion
- AAA Travel
- Clippership RV
- Extended Stay
- Golden Nugget RV
- Cruise America RV Rentals
- Fairfield Inn Marriott
- Hilton Garden Inn
- Home2 by Hilton
- Marriott
- Springhill Suites 36th
- Springhill Suites Providence

Spenard

- ABC Motorhome
- ALEX Inn & Suites
- Coast International Inn
- Comfort Suites
- Courtyard Marriott
- Executive Suites
- Holiday Inn Express
- La Quinta
- Midnight Sun Car Rental
- Rent-A-Subaru
- Puffin Inn
- Microtel
- Barratts Travel Lodge

of guides sent to Anchorage Brochure Distribution in January
5yr Comparison

	2016	2017	2018	2019	2020
Anchorage Brochure Distribution	20,000	15,000	15,000	15,000	25,000



Kenai Chamber of Commerce and Visitor Center

Kenai Visitor and Cultural Center Report

March 2020

Facility Rental/Community Usage

<u>Organization/Company</u>	<u>Hours of Usage</u>
Alaska Support Industry Alliance Membership Luncheons	2.5
Kenai Chamber of Commerce Luncheon	3
Kenai Historical Society Membership Meetings	10.5
Private Celebration of Life	6
Total Facility Usage:	22



Kenai Chamber of Commerce and Visitor Center
Kenai Visitor and Cultural Center Report
March 2020

Page 304



March 22 – 24: MATSu Sportsshow

500 TideBooks

540 Kenai Guides

DipNet App Downloads:

Per Dan, CoK IT, “As for the downloads, there were 19 total downloads for the 22nd – 24th. This is higher than any other 3 day period this year by more than 50%. It is also better than any 3 day period between January and April that has ever occurred.”



May 13, 2020

The Honorable Elaine Chao
Secretary
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

Dear Secretary Chao:

I am writing in support of a grant application submitted by the Alaska Department of Transportation and Public Facilities (DOT&PF) to the Better Utilizing Investments to Leverage Development (BUILD) Grant Program. The DOT&PF is seeking funding for an upgrade to Sterling Highway between Mileposts 45-60 near Cooper Landing.

Three miles of roadway on the east and west ends of the project area will be reconstructed to accommodate wider shoulders, harmonized curves, add passing lanes, pathways, and wildlife undercrossings. This project will have a tremendous positive effect on the traffic snarls that currently plague the Cooper Landing area and will reduce the danger of crashes significantly. Another important benefit to the state of Alaska is the ability to route truck traffic far from the valuable Kenai River fishery. Fuel trucks and other hazardous cargo will be kept at a distance from our world-class fishery resources.

The Sterling Highway was first constructed in the 1940s and 1950s, and in the intervening years DOT&PF has done much to upgrade most of the highway to modern design standards. Studies prescribing the need for this project started in the 1980s, and in 2000 DOT&PF and Federal Highway Administration (FHWA) began the Sterling Highway Milepost (MP) 45-60 Supplemental Environmental Impact Statement (EIS). Environmental studies, engineering, and public involvement efforts were conducted from 2000 to 2018, resulting in final selection of the Juneau Creek Alternative.

As this is a Federal Highways Administration "High Priority Project," DOT&PF is moving forward with construction in 2021 and trying to avoid any gaps in funding. To this end, DOT&PF has applied for \$25 million in the most recent round of BUILD grants and is seeking your support for their project. Your support played a vital role in breaking the logjam that had held this project as the longest running federally led EIS in the country – a process that began in

the early 2000s. With your continued assistance, we can finally update this highway for travelers to safely and responsibly navigate this critical corridor now and into the future.

Thank you for considering funding this project, and I ask that you consider it consistent with the policies and procedures of your agency.

Sincerely,



Paul Ostrander

City of Kenai



PURCHASE ORDERS BETWEEN \$2,500.00 AND \$15,000.00 FOR COUNCIL REVIEW

COUNCIL MEETING OF: MAY 20, 2020

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
PRISM DESIGN	PHOENIX SOFTWARE UPGRADE	AIRPORT	SOFTWARE	3,850.00
NELSON ENGINEERING	DESIGN VAULT RESTROOMS	MUNICIPAL ROADWAY	CONSTRUCTION	8,736.00
SPRINKLER PRO ALASKA	LAWN SERVICES	CONG. HOUSING	REPAIR & MAINTENANCE	3,388.00
COOL AIR MECHANICAL	EMERGENCY BOILER REPAIR	TERMINAL	REPAIR & MAINTENANCE	3,102.00
LN CURTIS & SONS	FIRE TRUCK ACCESSORIES	EQUIP REPLACEMENT	MACHINER & EQUIPMENT	5,731.00
MACSWAIN ASSOCIATES	TWO APPRAISALS	AIRPORT	OTHER AREAS	5,200.00