



Kenai City Council - Regular Meeting

June 18, 2025 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

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

B. SCHEDULED ADMINISTRATIVE REPORTS

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

1. Bronze Bear Project, Mary Bondurant and Christine Cunningham.
2. 2025 March for Meals Event, Jerry Nassen, Vice President for Kenai Senior Connection, Inc.

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3476-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Fire Department Personnel Budget for Fiscal Year 2025 for Unanticipated Overtime Costs Resulting from Vacancies and Retirements. (Administration)
2. **Ordinance No. 3477-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of a Ballistic Vest. (Administration)
3. **Ordinance No. 3478-2025** - Enacting Kenai Municipal Code Section 13.30.070 - Travel Through Private or Public Property, and Incorporating a Fine into Kenai Municipal Code 13.10.015 - Minor Offense Fine Schedule. (Administration)
4. **Resolution No. 2025-41** - Approving the Sixth Amendment to the Airline Operating Agreement and Terminal Area Lease and Authorizing the City to Execute the Amended Agreement. (Administration)

- [5.](#) **Resolution No. 2025-42** - Authorizing a Contract Award for the Community Wildfire Protection Plan Phase Three. (Administration)
- [6.](#) **Resolution No. 2025-43** - Authorizing a Contract Award for the Dipnet Dumpsters and Portalets for Fiscal Year 2026. (Administration)

F. **MINUTES**

- [1.](#) *Regular Meeting of June 4, 2025. (City Clerk)

G. **UNFINISHED BUSINESS**

H. **NEW BUSINESS**

- [1.](#) ***Action/Approval** - Bills to be Ratified. (Administration)
- [2.](#) ***Action/Approval** - Non-Objection to the Ownership Transfer of a Golf Course Liquor License from Griffin Golf LLC. DBA: Kenai Golf Course to KNC Golf Inc. DBA: Kenai Golf Course - License No. 5788. (City Clerk)
- [3.](#) ***Action/Approval** - Special Use Permit to Crowley Fuels, LLC for Use of 35,000 Square Feet of Apron Space for Aviation Fueling. (Administration)
- [4.](#) ***Action/Approval** - Special Use Permit to Everts Air Fuel, Inc. for Use of 30,000 Square Feet of Apron Space for Aircraft Loading and Parking. (Administration)
- [5.](#) ***Action/Approval** - Special Use Permit to United Parcel Services Co., for Use of 4,000 Square Feet of Apron Space for Aircraft Loading and Parking. (Administration)
- [6.](#) ***Action/Approval** - Parks and Recreation Commission Work Plan. (City Clerk)
- [7.](#) ***Action/Approval** - Beautification Commission Work Plan. (City Clerk)
- [8.](#) ***Ordinance No. 3479-2025** - Increasing Estimated Revenues and Appropriations in the Airport Improvements Capital Project Fund, Accepting a Grant from the Federal Aviation Administration and Awarding a Professional Services Agreement for the Kenai Municipal Airport Master Plan. (Administration)

I. **COMMISSION REPORTS**

1. Council on Aging Commission
2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission
- [5.](#) Planning and Zoning Commission
6. Beautification Commission

J. **REPORT OF THE MAYOR**

K. **ADMINISTRATION REPORTS**

- [1.](#) City Manager
2. City Attorney
- [3.](#) City Clerk
 - Marijuana License Annual Report

L. ADDITIONAL PUBLIC COMMENTS

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

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

1. **Resolution No. 2025-38** - Renaming South Spruce Street to Kenai Beach Street. (Knackstedt) [*On June 4, 2025 this item was referred to the Planning & Zoning Commission's June 25, 2025 meeting, and postponed to the July 2, 2025 City Council Meeting.*]

O. ADJOURNMENT**P. INFORMATION ITEMS**

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

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

<https://us02web.zoom.us/meeting/register/a0qlvovmTzSq6Ncu1dQ-Ag>



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3476-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND - FIRE DEPARTMENT PERSONNEL BUDGET FOR FISCAL YEAR 2025 FOR UNANTICIPATED OVERTIME COSTS RESULTING FROM VACANCIES AND RETIREMENTS.

WHEREAS, the Kenai Fire Department has experienced multiple vacancies during Fiscal Year 2025, impacting regular personnel coverage, and the loss of one firefighter to light duty after necessary surgery to address an injury; and,

WHEREAS, in order to maintain emergency response capacity and ensure public safety, existing staff have been required to work additional hours, resulting in overtime expenditures exceeding the original personnel budget; and,

WHEREAS, the overtime expenditures are necessary and were not anticipated at the time of budget adoption; and,

WHEREAS, it is in the best interest of the City to amend the Fire Department's personnel budget to reflect these operational realities and ensure continued delivery of essential emergency services.

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

Section 1. That estimated revenues and appropriations in the General Fund – Fire Department are hereby increased as follows:

General Fund:

Increase Estimated Revenues:

General Fund, Fund Balance Appropriation	<u>\$85,000.00</u>
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Increase Appropriations:

Fire - Overtime	<u>\$85,000.00</u>
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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 immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	June 4, 2025
Enacted:	June 18, 2025
Effective:	June 18, 2025



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Jay Teague, Fire Chief

DATE: May 23, 2025

SUBJECT: **Ordinance No. 3476-2025** - Increasing Estimated Revenues And Appropriations In The General Fund – Fire Department Personnel Budget For Fiscal Year 2025 For Unanticipated Overtime Costs Resulting From Vacancies And Retirements.

The fire department has experienced the loss of 3 veteran members creating vacancies this fiscal year requiring leave payouts and overtime for shift coverage. A fourth firefighter needed shoulder surgery due to injury requiring shift coverage for a fourth position.

I have consulted with the finance director to identify shortfalls in personnel funding and outlined expected needs for coverage through June, 2025. I am respectfully requesting ordinance acceptance and appropriation of funds to sustain emergency operations for remainder of fiscal year.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3477-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND - POLICE DEPARTMENT AND ACCEPTING GRANTS FROM THE UNITED STATES DEPARTMENT OF JUSTICE AND ALASKA MUNICIPAL LEAGUE JOINT INSURANCE ASSOCIATION FOR THE PURCHASE OF A BALLISTIC VEST.

WHEREAS, the Kenai Police Department participates in a Ballistic Vest Partnership grant program through the Department of Justice, which covers up to 50% of the cost of ballistic vests purchased for officers. In this program, there were \$667.14 in remaining grant funds available for the Kenai Police Department during this grant period; and,

WHEREAS, the City’s current insurance company, Alaska Municipal League Joint Insurance, also has a ballistic vest reimbursement program, which covers 50% of the cost of ballistic vests purchased for officers; and,

WHEREAS, the cost of the ballistic vest purchased in April of 2025 was \$1,413 and the two programs together will cover about 97% of the cost of this ballistic vest.

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 and expend United States Department of Justice and AMLJIA grant funds in the amount of \$1,373.64 for the purchase of one ballistic vest.

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

General Fund:

Increase Estimated Revenues -	
Federal Grants – Police	\$ 667.14
Miscellaneous Grants	<u>706.50</u>
	<u>\$1,373.64</u>
 Increase Expenditures –	
Police – Small Tools	<u>\$1,373.64</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 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: June 4, 2025
Enacted: June 18, 2025
Effective: June 18, 2025



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: May 23, 2025

SUBJECT: **Ordinance No. 3477-2025** - Increasing Estimated Revenues and Appropriations in the General Fund – Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of a Ballistic Vest.

The Police Department participates in the United States Department of Justice' Ballistic Vest Partnership, which provides grant funds for up to half the cost of officer ballistic vests. In this case there were only \$667.14 available in the grant period for the City, rather than the full 50% (\$706.50). The City's insurance carrier, AMLJIA, also has a grant program by which they cover half the cost of ballistic vests purchased for officers.

In April the Police Department purchased a ballistic vest for an officer, at a total cost of \$1,413. and anticipates reimbursement of \$1,373.64 by the two programs.

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



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3478-2025**

AN ORDINANCE ENACTING KENAI MUNICIPAL CODE SECTION 13.30.070 - TRAVEL THROUGH PRIVATE OR PUBLIC PROPERTY, AND INCORPORATING A FINE INTO KENAI MUNICIPAL CODE 13.10.015 - MINOR OFFENSE FINE SCHEDULE.

WHEREAS, the City of Kenai Police Department enforces street traffic regulations of Kenai Municipal Code (KMC) and the traffic laws of the State of Alaska; and,

WHEREAS, local drivers are utilizing private or public property for short cuts or to bypass traffic control devices such as traffic signals or stop signs creating a hazard for pedestrians; and,

WHEREAS, there are no current provisions in State statutes or KMC regulating the operation of a motorized vehicle leaving a public right of way and traversing public or private property to access another public right of way; and,

WHEREAS, the City's fine schedule contained in KMC 13.10.015 provides the specific fine amount for each incorporated traffic offense; and,

WHEREAS, the City promotes the peace, health, safety, and welfare of the public through the regulation of nuisances and traffic offenses; and,

WHEREAS, enactment of a regulation prohibiting drivers from driving from one public right-of-way to another public right-of-way through a parking lot or private or public property, and associated \$75.00 fine for violators, will discourage the practice and improve public safety and 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. Enactment of Section 13.30.070 of Kenai Municipal Code: That Kenai Municipal Code, Section 13.30.070 – Travel Through Private or Public Property, is hereby enacted as follows:

13.30.070 Travel Through Private or Public Property.

(a) No driver of a motor vehicle may leave the roadway and drive through a parking lot or other private or public property for the purpose of accessing another public roadway.

Section 2. Amendment of Section of the Kenai Municipal Code: That Kenai Municipal Code, Section 13.10.015 – Minor offense fine schedule, is hereby amended as follows:

	CITE	RULE/OFFENSE	FINE	
		<u>PARKING AND TRAFFIC</u>		
48	KMC 13.10.060	Camping on private property.	50.00	

49	KMC 13.30.030	Street parking prohibitions.	50.00	
50	KMC 13.30.035	Paid parking.	100.00	
<u>51</u>	<u>KMC 13.30.070</u>	<u>Using a parking lot or other private or public property as a roadway</u>	<u>75.00</u>	
[51] <u>52</u>	KMC 18.35.010	Overnight camping.	50.00	
[52] <u>53</u>	AR 6.05.010 – 6.05.030	Parking at airport. (1st offense)	25.00	
[53] <u>54</u>	AR 6.05.010 – 6.05.030	Parking at airport. (2nd offense)	50.00	
		ABANDONED/JUNK VEHICLES/LITTERING		
[54] 55	KMC 12.20.010	Deposit of refuse (littering).	500.00	
[55] 56	KMC 12.20.010	No fish, fish carcasses, fish parts or offal may be deposited in dumpsters or receptacles unless marked specifically to allow for fish or fish parts.	150.00	
[56] 57	KMC 12.25.020	Abandonment of vehicle.	100.00	
[57] 58	KMC 12.25.030	Junk vehicle.	100.00	
		OFFENSES AGAINST PROPERTY		
[58] 59	KMC 13.20.030	Protection of North and South Shore—No physical damage.	150.00	
[59] 60	KMC 13.20.030	Protection of North and South Shore—Physical damage.	500.00	
[60] 61	KMC 13.20.035	Burning of pallets and other wood materials containing metal fasteners.	50.00	

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in

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

Section 4. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	June 4, 2025
Enacted:	June 18, 2025
Effective:	July 18, 2025



MEMORANDUM

TO: Council Members

FROM: Terry Eubank, City Manager

DATE: May 22, 2025

SUBJECT: **Ordinance No. 3478-2025** – Enacting Kenai Municipal Code Section 13.30.70 - Travel Through Private or Public Property and Incorporating Fine into Kenai Municipal Code 13.10.015 - Minor Offense Fine Schedule.

The City of Kenai Police Department is responsible for enforcing the traffic regulations of State of Alaska statutes and Kenai Municipal Code (KMC). There are no current provisions in Alaska statutes or Kenai Municipal Code (KMC) regulating the operation of a motorized vehicle leaving a public right of way and traversing public or private property to access another public right of way.

The issue has become particularly visible at the Kenai Visitor and Cultural Center. The Kenai Chamber Director reported numerous vehicles—15 to 20 at a time—using the parking lot as a shortcut between Overland Street and the Kenai Spur Highway, often at high speeds. This creates safety concerns for pedestrians, visitors, and staff. In response, the Administration explored several deterrents.

A marked police vehicle was temporarily parked at the site, which reduced speeding but was not sustainable as a long-term enforcement measure. Temporary concrete barricades blocking the Spur Highway exit successfully stopped the cut-through traffic but prompted complaints about appearance, restricted RV access (an original design intent), and interference with a private easement. Directional signage marking the exit as “Right Turn Only” was installed; while somewhat helpful, it lacked enforceability and was often ignored. Speed bumps, previously installed to slow traffic, have deteriorated due to snow removal and are now scheduled for replacement at an estimated cost of \$15,000. The City is also considering a permanent reconfiguration of the Spur Highway entrance/exit, which would cost approximately \$45,000. While these previous efforts have provided temporary relief, none have fully resolved the issue or offer a sustainable solution on their own.

As a member of the Kenai Peninsula Borough’s Safe Streets for All Action Plan coalition, the City of Kenai is acutely aware of potential traffic safety issues throughout the City. Noting that there are other parking lots where this occurs, this Ordinance is proposed to discourage the behavior and reduce the possibility of a serious accident. If enacted, violators may be assessed a \$75.00 fine for its violation. Leaving a public roadway and using private or public property to access another public right of way creates potential conflict points for motorized vehicles and other road users, such as pedestrians on a sidewalk, or visitors walking across the parking lot to enter a building.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-41**

A RESOLUTION APPROVING THE SIXTH AMENDMENT TO THE AIRLINE OPERATING AGREEMENT AND TERMINAL AREA LEASE AND AUTHORIZING THE CITY TO EXECUTE THE AMENDED AGREEMENT.

WHEREAS, the City of Kenai is the owner and operator of the Kenai Municipal Airport; and,

WHEREAS, a recommendation of the 2007 Supplemental Planning Assessment was to update the City's airline operating agreement and terminal lease; and,

WHEREAS, Council approved Resolution No. 2008-27 establishing a new airline operating agreement and terminal lease to modernize the airport airline terminal leasing procedures and policies and increase airport operating revenue effective June 1, 2008 for a sixty-month period; and,

WHEREAS, Council approved Resolution No. 2013-31 approving the First Amendment to the airline operating agreement and terminal area lease effective July 1, 2013 for a sixty-month period; and,

WHEREAS, Council approved Resolution No. 2018-43 approving the Second Amendment to the airline operating agreement and terminal area lease effective July 1, 2018 for a period of twelve months in consideration of the terminal rehabilitation project; and,

WHEREAS, Council approved Resolution No. 2019-24 approving the Third Amendment to the airline operating agreement and terminal area lease effective July 1, 2019 for an additional twelve months due to delays in the terminal rehabilitation project; and,

WHEREAS, Council approved Resolution No. 2020-35 approving the Fourth Amendment to the airline operating agreement and terminal lease that extended the term through June 30, 2025; and,

WHEREAS, Council approved Resolution No 2022-25 approving the Fifth Amendment to the airline operating agreement and terminal lease to address changes in the airline insurance market to reflect current market conditions affecting available policies effective April 20, 2022; and,

WHEREAS, City administration, working with an airport consultant, developed the Sixth Amendment to the airline operating agreement and terminal area lease which extends the agreement for five years beginning July 1, 2025 through June 30, 2030; and,

WHEREAS, City administration consulted with Grant Aviation, Kenai Aviation, and Aleutian Airways, scheduled passenger airlines currently operating at the Kenai Municipal Airport regarding the agreement; and,

WHEREAS, the Airport Commission recommended approval at their regularly scheduled meeting on June 12, 2025; and,

WHEREAS, it is in the best interest of the City of Kenai to authorize the City Manager to enter into such agreement on behalf of the City.

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

Section 1. That the Kenai City Council approves the sixth Amendment to the Airline Operating Agreement and Terminal Area Lease form as shown in Exhibit 1; and,

Section 2. That the Kenai City Manager is authorized to enter into such an agreement with Grant Aviation, Inc.

Section 3. That the Kenai City Manager is authorized to enter into such an agreement with Kenai Aviation.

Section 4. That the Kenai City Manager is authorized to enter into such an agreement with Aleutian Airways.

Section 5. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 9, 2025

SUBJECT: **Resolution No. 2025-41** - Approving the Sixth Amendment to the Airline Operating Agreement and Terminal Area Lease and Authorizing the City to Execute the Amended Agreement.

City Administration worked with an airline consultant to negotiate a five-year agreement that begins July 1, 2025 through June 30, 2030 (Amendment 6). The City administration also met with the airlines to discuss the 6th amendment.

The first year of the agreement has no rate increases. Each of the subsequent four years starting July 1, 2026 includes a 5% increase to the Exclusive Space, Joint Use Space, Apron/GSE Rental Rate, and Landing Fee. Each year also includes an 18% subsidy during the winter months and 6% Subsidy during the summer months. The City will calculate the actual allocated joint use space rental amounts based on actual passenger enplanement for the fiscal year. The administration recommends approval of the 6th amendment.

Thank you for your consideration.

Attachments- 6th Amendment, Exhibit A, B, C, E

SIXTH AMENDMENT
TO THE KENAI MUNICIPAL AIRPORT AIRLINE
OPERATING AGREEMENT AND TERMINAL AREA LEASE

THIS SIXTH AMENDMENT to the Kenai Municipal Airport Airline Operating Agreement and Terminal Area Lease (the “Sixth Amendment”) is made and entered into this ____ day of _____, 2025, by and between the City of Kenai, Alaska (the “City”), a political subdivision of the State of Alaska, and _____ (“Airline”), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Alaska.

RECITALS

The circumstances surrounding the making of this Sixth Amendment are as follows:

A. City and Airline are parties to the Airline Operating Agreement and Terminal Area Lease (the “Agreement”) dated June 1, 2008 as amended by the First Amendment dated June 1, 2013, Second Amendment dated July 1, 2016, Third Amendment dated July 1, 2019, Fourth Amendment dated July 1, 2020, and Fifth Amendment dated April 20, 2022 (herein referred to as the “Agreement”), under which Airline operates an Air Transportation business and leases property at the Kenai Municipal Airport.

B. Pursuant to Section 12.20 of the Agreement, the Agreement may be amended in whole or in part without further consideration upon mutual written consent of City and Airline who both herein wish to amend the Agreement.

C. Pursuant to Section 2.1 of the Agreement, the term originally began on June 1, 2008 and pursuant to Amendments is set to expire to June 30, 2025 unless further amended.

D. Pursuant to Section 5.2 of the Agreement, the Landing Fee charges shall be based on the rate and amount then currently approved by the City as provided in Exhibit C.

E. Pursuant to Section 5.3 of the Agreement, rentals for the Airline’s Exclusive Use Space and Joint Use Space shall be based on the rate and amount then currently approved by the City as provided in Exhibit C.

F. Pursuant to Section 5.4 of the Agreement, the Terminal Apron Aircraft Parking and GSE Space rentals shall be based on the rate and amount then currently approved by the City as provided in Exhibit C.

AMENDMENTS

- 1. Section 1.1.17 of the Agreement is amended to read in its entirety as follows:

"Signatory Airline(s)" shall mean those primarily commercial passenger service airlines which provide Air Transportation pursuant to published schedules over specified routes to and from the Airport and which hold the necessary authority from the FAA to provide such transportation and that have executed substantially similar agreements to this Agreement with the City, including term, covering the lease, use and occupancy of facilities at the Airport. A Signatory Airline or an Affiliate of such airline must lease Exclusive Use Space at the passenger terminal building, subject to the availability of space solely determined at the discretion of the City and must operate at least weekly service to the Airport on a year-round basis. Except as otherwise provided herein, no Signatory Airline shall have any right pursuant to this Agreement to object to the City's entry into the Agreement with any other airline.

- 2. Section 2.1 of the Agreement is amended to read in its entirety as follows:

The term of this amended Agreement (the "Term") shall begin on July 1, 2025 ("Commencement Date") and shall terminate on June 30, 2030 (except as it may be terminated or extended in accordance with this Agreement), and the rentals, fees, and charges shall be effective on the Commencement Date, but only in the event that the Premises are then tendered to Airline ready for use and occupancy in accordance with the terms and provisions of this Agreement.

- 3. Section 5.3.3 of the Agreement is amended to read in its entirety as follows:

5.3.3 At any time during the current Fiscal Year, the City may decide in its sole discretion to adjust projected enplanements for the current Fiscal Year provided in Exhibit C. Such adjustment will result in calculated adjustments to the Airline's allocated joint use space rental amounts for the remainder of the current Fiscal Year to reflect the Airline's percent of total enplanements resulting from the City's revised enplanement projection. However, if only one commercial passenger airline provides service to the Airport for the remainder of the current Fiscal Year, such adjusted percentage shall not exceed 50% of total projected enplanements for the current Fiscal Year.

- 4. Section 5.3 of the Agreement is amended to include a new subsection 5.3.5 as follows:

5.3.5 Reconciliation of Prior Year Joint Space Rental Allocations - Within sixty (60) days of the end of each Fiscal Year of the Agreement, the City shall calculate the actual allocated joint use space rental amounts based on actual passenger enplanements for the preceding Fiscal Year. The City shall then calculate the amounts of joint use space rental amounts that should have been paid by each of the Signatory Airlines during the preceding Fiscal Year based on such actual passenger enplanements following the

calculation methodology provided in Exhibit C. Amounts paid by Signatory Airlines in excess of actual requirements (surpluses) shall be refunded by the City to the Signatory Airlines that conducted Air Transportation operations at the Airport during the preceding Fiscal Year within twenty (20) days of the City's completion of the reconciliation calculation. The City shall prepare and transmit invoices to the Signatory Airlines that conducted Air Transportation operations at the Airport for amounts actually required in excess of amounts paid (deficits) within twenty (20) days of the City's completion of the reconciliation calculation. Airline shall then pay the City within twenty (20) days of the invoice date.

If any Signatory Airline's Agreement is terminated for any reason prior to the end of Term specified in Section 2.1, the City in its sole discretion may conduct a reconciliation calculation as described in this Section 5.3.5 as of the early termination date.

Under this Section 5.3.5, obligations of the City and the Signatory Airline shall survive the expiration or earlier termination of this Agreement. Further, the City shall have the right of offset for any reconciliation amounts it owes to the Airline against any other obligation of the Signatory Airline to the City that is unpaid.

5. Section 10.2.3 of the Agreement is amended to read in its entirety as follows:

Airline may terminate this agreement if Airline terminates its Air Transportation business at the Airport, at any time that Airline is not in default in its payments or other obligations to City hereunder, by giving the Manager one-hundred eighty (180) days advance written notice. Airline termination shall not be effective unless and until at least one-hundred eighty (180) days have elapsed after written notice to City specifying the date upon which such termination shall take effect.

6. Exhibit C - Airline Rate Schedule: Rental rates and fees for the first year of the Agreement (Fiscal Year July 1, 2025 through June 30, 2026) will reflect no increases from the prior year. For each subsequent Fiscal Year (July 1 through June 30) of the Agreement, the Exclusive Space Annual Rental Rate, the Joint Use Space Annual Rental Rate, the Apron/GSE Annual Rental Rate, and Signatory Landing Fee in Exhibit C will reflect a 5% annual increase. For every year of the Agreement, rental rates for Joint Use Space will be subsidized by 18% during the six month period October through March (the "winter" months) and rental rates for Joint Use Space will be subsidized by 6% during the six month period April through September (the "summer" months).
7. All other terms and conditions of the Agreement shall continue in full force and effect except as modified by this Sixth Amendment.

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

CITY OF KENAI _____.

By: _____
Terry Eubank
Its: City Manager

By: _____
First Last Name
Its:

(If Lessee is a Corporation)
ATTEST:

Name

Title

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Terry Eubank, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My Commission expires:_____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY the foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, President of _____, an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission expires:_____

Approved by Kenai City Council _____

Approved as to lease form by City Attorney _____

Approved by Finance Director _____

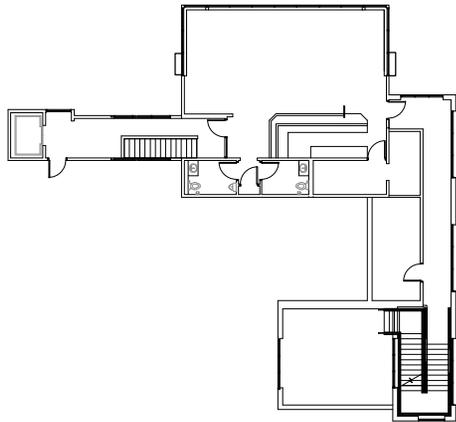
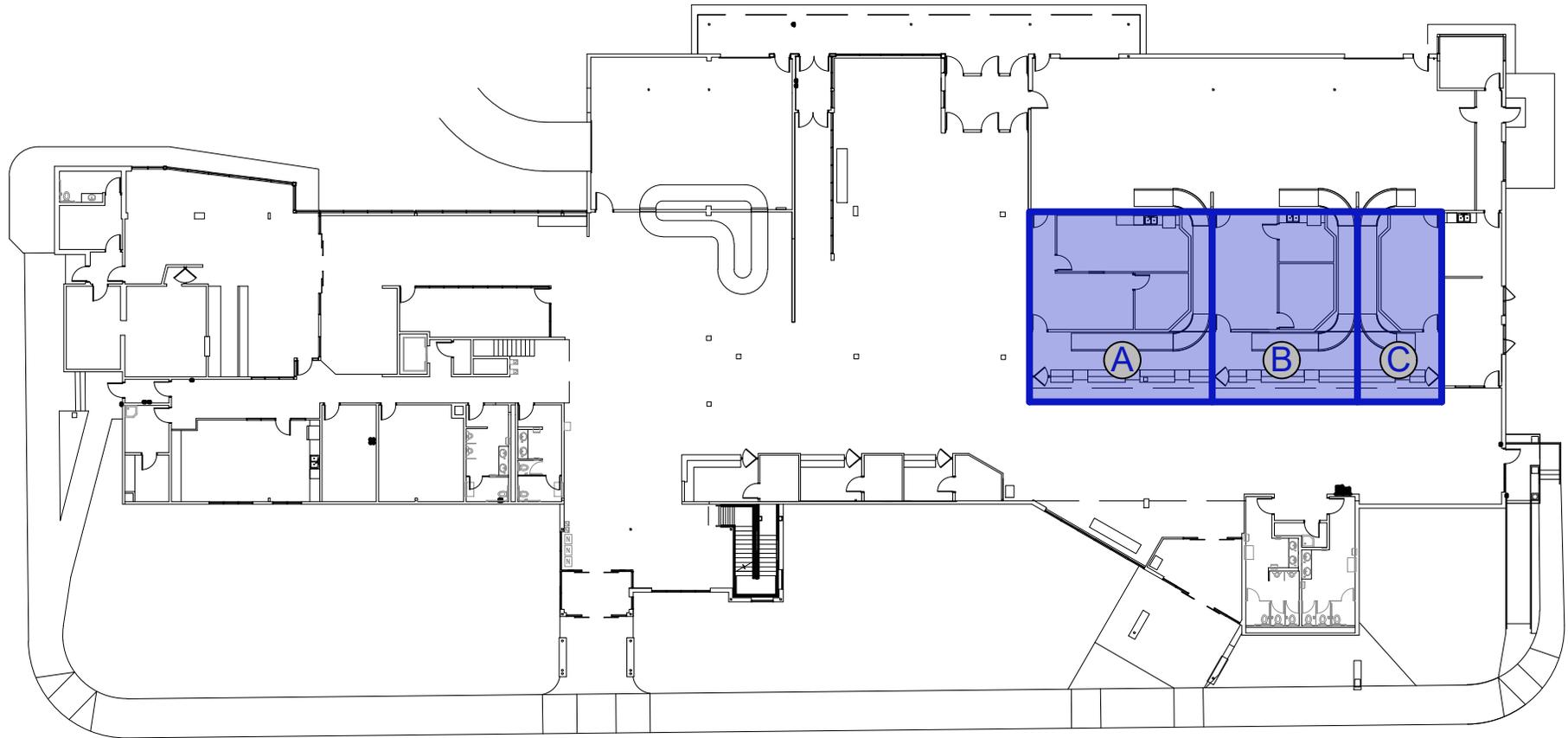
Approved by City Manager _____

Return to: **City Clerk**
210 Fidalgo Ave.
Kenai, AK 99611

Sixth Amendment - Airline Operating Agreement and Terminal Area Lease

LESSOR _____
LESSEE _____

V:\w\kenai cert manual\EXHIBITS A - B\EXCLUSIVE USES\2019 revisions exhibit a-b\rev exhibit a-b exclusive space.dwg



AREA	
A	1,452 S.F.
B	1,155 S.F.
C	670 S.F.

THIS DRAWING IS NOT TO SCALE

LESSOR _____

LESSEE _____

WINCE-CORTHELL-BRYSON

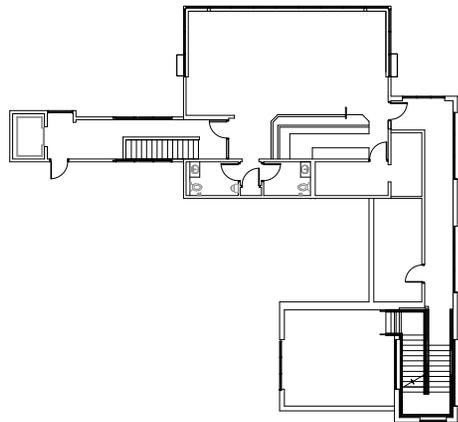
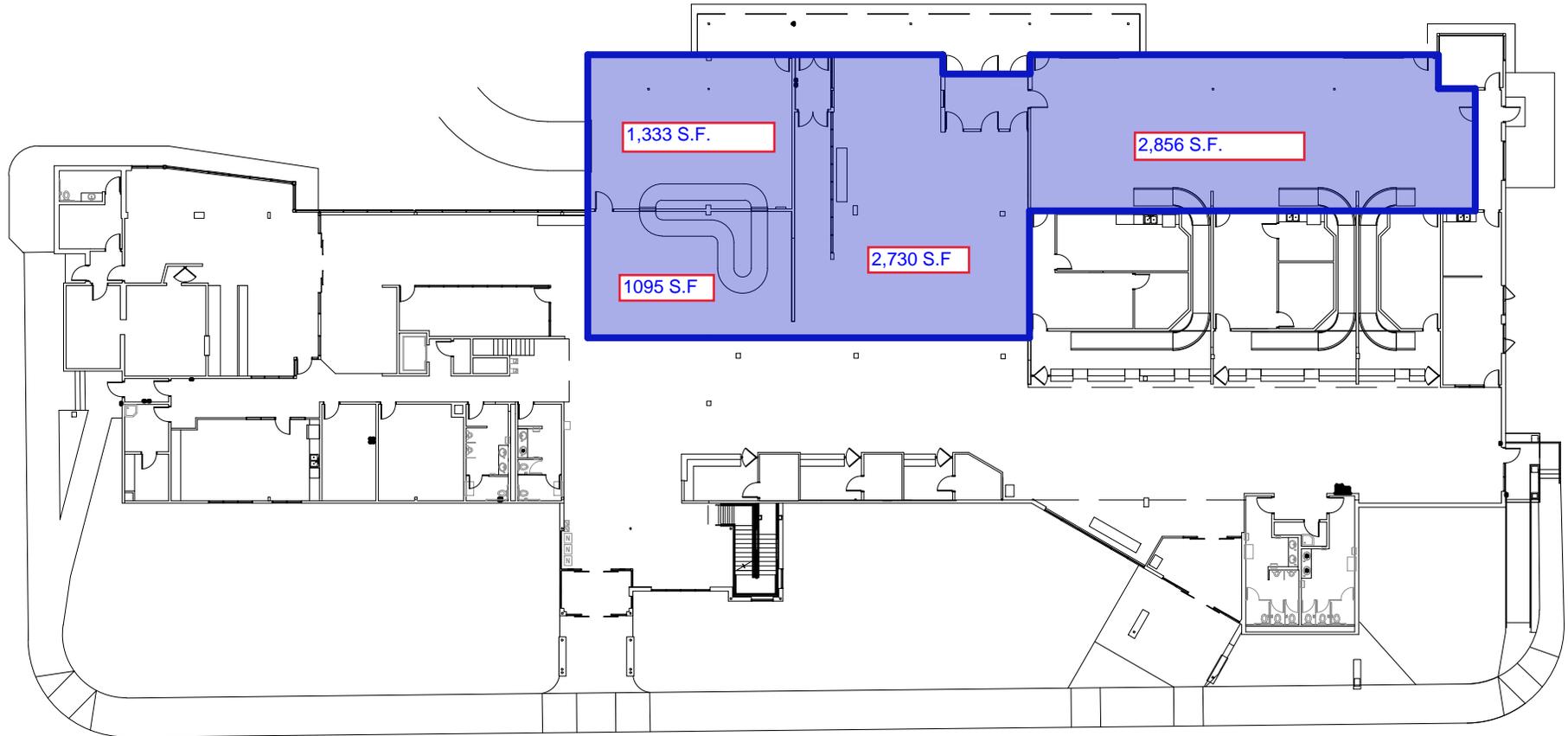
JOB NO: _____ REVISED: Plotted: 11/04/19

KENAI MUNICIPAL AIRPORT

EXHIBIT A EXCLUSIVE SPACE

KENAI, ALASKA

V:\w\KENAI CERT MANUAL\EXHIBITS A - B\EXCLUSIVE USES\2019 revisions exhibit a-b\rev exhibit a-b exclusive space.dwg



TOTAL JOINT USE SPACE = 8,014 S.F.

Baggage Make- Up Area= 2856 S.F.
 Baggage Breakdown Area= 1,333 S.F.
 Baggage Claim Area= 1,095 S.F.
 Arrival/ Departure/ Waiting Area= 2,730 S.F.

THIS DRAWING IS NOT TO SCALE

LESSOR _____

LESSEE _____

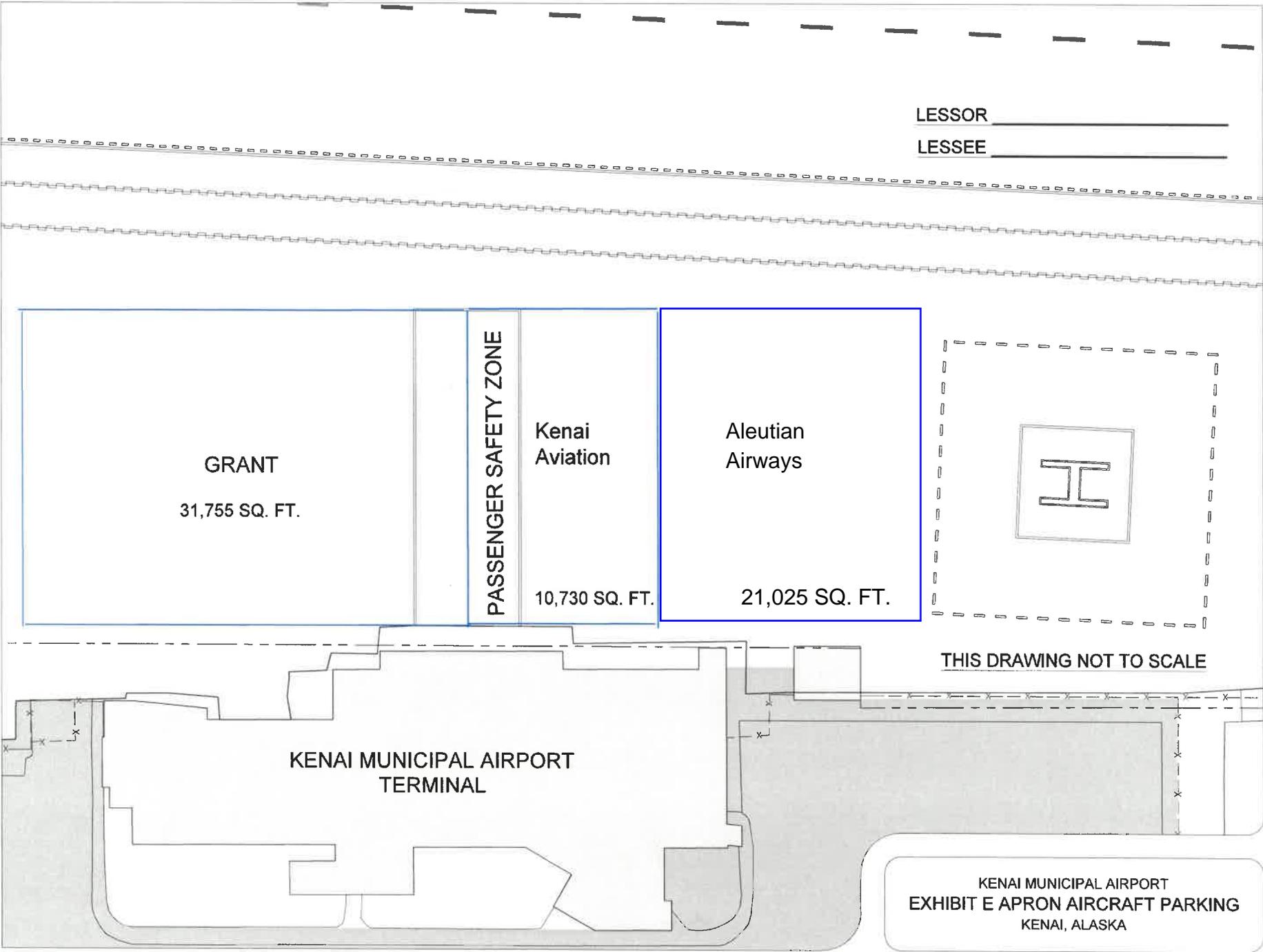
WINCE-CORTHELL-BRYSON

JOB NO: _____ REVISED: Plotted: 11/04/19

KENAI MUNICIPAL AIRPORT

EXHIBIT B JOINT USE SPACE

KENAI, ALASKA



Kenai Municipal Airport

Exhibit C - Grant Year 1

Agreement Year 1 - July 1, 2025 > June 30, 2026	0.0% <growth		Landed Wgt Projections (1,000#s)	Enplanement Projections			
				Total	Winter	Summer	
Exclusive Space Annual Rate/Sq Ft.	\$ 41.15						
Joint Use Space #2 Annual Rate/Sq Ft.	\$ 24.94	Grant	73,755	55,628	27,814	27,814	57.71%
Joint Use Space #1 Annual Rate/Sq Ft.	\$ 41.15	Aleutian	35,405	20,951	10,476	10,476	21.73%
Apron/GSE Space Rent	\$ 0.64	Kenai	37,703	19,821	9,911	9,911	20.56%
Signatory Landing Fee/(1,000#s)	\$ 2.07	Tenant 4	-	-	-	-	0.00%
			146,863	96,400	48,200	48,200	100.00%
Joint Rent Subsidy % Winter (October>March)	18%						
Joint Rent Subsidy % Summer (April>September)	6%						

Grant Aviation

Area Description	Leased / Used Space (sqft)	Base Rental Rate (psfpy)	Projected Enp Pax %	Allocated Joint Rental Amount	Joint Rent Subsidy Reduction Winter	Joint Rent Subsidy Reduction Summer	Total Winter Rental Amount	Total Summer Rental Amount	Total Annual Rental Amount	Monthly Rental Amount Winter	Monthly Rental Amount Summer
Terminal Rent											
Exclusive use space:											
Room A	1,452	\$ 41.15							\$ 59,750	\$ 4,979	\$ 4,979
Joint Use Space:											
Area #1											
Baggage claim area	1,095	\$ 41.15	57.71%	\$ 26,002	\$ (4,680)	\$ (1,560)	\$ 10,661	\$ 12,221	\$ 22,881	\$ 1,777	\$ 2,037
Passenger hold room, arrival & departure area	2,730	\$ 41.15	57.71%	\$ 64,826	\$ (11,669)	\$ (3,890)	\$ 26,579	\$ 30,468	\$ 57,047	\$ 4,430	\$ 5,078
Total Joint Use Space Area #1					\$ (16,349)	\$ (5,450)	\$ 37,239	\$ 42,689	\$ 79,928	\$ 6,207	\$ 7,115
Area #2											
Baggage make-up area	2,856	\$ 24.94	57.71%	\$ 41,103	\$ (7,398)	\$ (2,466)	\$ 16,852	\$ 19,318	\$ 36,170	\$ 2,809	\$ 3,220
Baggage breakdown area	1,333	\$ 24.94	57.71%	\$ 19,184	\$ (3,453)	\$ (1,151)	\$ 7,866	\$ 9,017	\$ 16,882	\$ 1,311	\$ 1,503
Total Joint Use Space Area #2					\$ (10,852)	\$ (3,617)	\$ 24,718	\$ 28,335	\$ 53,053	\$ 4,120	\$ 4,722
Total Terminal Rent									\$ 192,731	\$ 15,305	\$ 16,816
Terminal Apron/GSE Space Rent	31,755	\$ 0.64							\$ 20,323	\$ 1,694	\$ 1,694
Total Terminal & Apron/GSE Space Rent									\$ 213,054	\$ 16,999	\$ 18,510
Landing Fees									\$ 152,673	\$ 12,723	\$ 12,723
Grant - Total Rents and Fees									\$ 365,727	\$ 29,722	\$ 31,233
Cost per enplaned passenger									\$ 6.57		

Kenai Municipal Airport

Exhibit C - Aleutian Year 1

Agreement Year 1 - July 1, 2025 > June 30, 2026	0.0% <growth		Landed Wgt Projections (1,000#s)	Enplanement Projections			
				Total	Winter	Summer	
Exclusive Space Annual Rate/Sq Ft.	\$ 41.15						
Joint Use Space #2 Annual Rate/Sq Ft.	\$ 24.94	Grant	73,755	55,628	27,814	27,814	57.71%
Joint Use Space #1 Annual Rate/Sq Ft.	\$ 41.15	Aleutian	35,405	20,951	10,476	10,476	21.73%
Apron/GSE Space Rent	\$ 0.64	Kenai	37,703	19,821	9,911	9,911	20.56%
Signatory Landing Fee/(1,000#s)	\$ 2.07	Tenant 4	-	-	-	-	0.00%
			146,863	96,400	48,200	48,200	100.00%
Joint Rent Subsidy % Winter (October>March)	18%						
Joint Rent Subsidy % Summer (April>September)	6%						

Aleutian Airways

Area Description	Leased / Used Space (sqft)	Base Rental Rate (psfpy)	Projected Enp Pax %	Allocated Joint Rental Amount	Joint Rent Subsidy Reduction Winter	Joint Rent Subsidy Reduction Summer	Total Winter Rental Amount	Total Summer Rental Amount	Total Annual Rental Amount	Monthly Rental Amount Winter	Monthly Rental Amount Summer
Terminal Rent											
Exclusive use space:											
Room A	1,155	\$ 41.15							\$ 47,528	\$ 3,961	\$ 3,961
Joint Use Space:											
Area #1											
Baggage claim area	1,095	\$ 41.15	21.73%	\$ 9,793	\$ (1,763)	\$ (588)	\$ 4,015	\$ 4,603	\$ 8,618	\$ 669	\$ 767
Passenger hold room, arrival & departure area	2,730	\$ 41.15	21.73%	\$ 24,415	\$ (4,395)	\$ (1,465)	\$ 10,010	\$ 11,475	\$ 21,485	\$ 1,668	\$ 1,913
Total Joint Use Space Area #1					\$ (6,157)	\$ (2,052)	\$ 14,025	\$ 16,078	\$ 30,103	\$ 2,338	\$ 2,680
Area #2											
Baggage make-up area	2,856	\$ 24.94	21.73%	\$ 15,480	\$ (2,786)	\$ (929)	\$ 6,347	\$ 7,276	\$ 13,623	\$ 1,058	\$ 1,213
Baggage breakdown area	1,333	\$ 24.94	21.73%	\$ 7,225	\$ (1,301)	\$ (434)	\$ 2,962	\$ 3,396	\$ 6,358	\$ 494	\$ 566
Total Joint Use Space Area #2					\$ (4,087)	\$ (1,362)	\$ 9,309	\$ 10,672	\$ 19,981	\$ 1,552	\$ 1,779
Total Terminal Rent									\$ 97,612	\$ 7,850	\$ 8,419
Terminal Apron/GSE Space Rent	21,025	\$ 0.64							\$ 13,456	\$ 1,121	\$ 1,121
Total Terminal & Apron/GSE Space Rent									\$ 111,068	\$ 8,971	\$ 9,540
Landing Fees											
	35,405	\$ 2.07							\$ 73,288	\$ 6,107	\$ 6,107
Aleutian - Total Rents and Fees									\$ 184,357	\$ 15,078	\$ 15,648
Cost per enplaned passenger									\$ 8.80		

Kenai Municipal Airport

Exhibit C - Kenai Year 1

Agreement Year 1 - July 1, 2025 > June 30, 2026	0.0% <growth		Landed Wgt	Enplanement Projections			
			Projections (1,000#s)	Total	Winter	Summer	
Exclusive Space Annual Rate/Sq Ft.	\$ 41.15						
Joint Use Space #2 Annual Rate/Sq Ft.	\$ 24.94	Grant	73,755	55,628	27,814	27,814	57.71%
Joint Use Space #1 Annual Rate/Sq Ft.	\$ 41.15	Aleutian	35,405	20,951	10,476	10,476	21.73%
Apron/GSE Space Rent	\$ 0.64	Kenai	37,703	19,821	9,911	9,911	20.56%
Signatory Landing Fee/(1,000#s)	\$ 2.07	Tenant 4	-	-	-	-	0.00%
			146,863	96,400	48,200	48,200	100.00%
Joint Rent Subsidy % Winter (October>March)	18%						
Joint Rent Subsidy % Summer (April>September)	6%						

Kenai Aviation

Area Description	Leased / Used Space (sqft)	Base Rental Rate (psfpy)	Projected Enp Pax %	Allocated Joint Rental Amount	Joint Rent Subsidy Reduction Winter	Joint Rent Subsidy Reduction Summer	Total Winter Rental Amount	Total Summer Rental Amount	Total Annual Rental Amount	Monthly Rental Amount Winter	Monthly Rental Amount Summer
Terminal Rent											
Exclusive use space:											
Room A	670	\$ 41.15							\$ 27,571	\$ 2,298	\$ 2,298
Joint Use Space:											
Area #1											
Baggage claim area	1,095	\$ 41.15	20.56%	\$ 9,265	\$ (1,668)	\$ (556)	\$ 3,799	\$ 4,354	\$ 8,153	\$ 633	\$ 726
Passenger hold room, arrival & departure area	2,730	\$ 41.15	20.56%	\$ 23,098	\$ (4,158)	\$ (1,386)	\$ 9,470	\$ 10,856	\$ 20,327	\$ 1,578	\$ 1,809
Total Joint Use Space Area #1					\$ (5,825)	\$ (1,942)	\$ 13,269	\$ 15,211	\$ 28,480	\$ 2,211	\$ 2,535
Area #2											
Baggage make-up area	2,856	\$ 24.94	20.56%	\$ 14,645	\$ (2,636)	\$ (879)	\$ 6,005	\$ 6,883	\$ 12,888	\$ 1,001	\$ 1,147
Baggage breakdown area	1,333	\$ 24.94	20.56%	\$ 6,836	\$ (1,230)	\$ (410)	\$ 2,803	\$ 3,213	\$ 6,015	\$ 467	\$ 535
Total Joint Use Space Area #2					\$ (3,867)	\$ (1,289)	\$ 8,807	\$ 10,096	\$ 18,903	\$ 1,468	\$ 1,683
Total Terminal Rent									\$ 74,953	\$ 5,977	\$ 6,515
Terminal Apron/GSE Space Rent	10,730	\$ 0.64							\$ 6,867	\$ 572	\$ 572
Total Terminal & Apron/GSE Space Rent									\$ 81,821	\$ 6,549	\$ 7,088
Landing Fees									\$ 78,045	\$ 6,504	\$ 6,504
Kenai - Total Rents and Fees									\$ 159,866	\$ 13,053	\$ 13,591
Cost per enplaned passenger									\$ 8.07		



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-42**

A RESOLUTION AUTHORIZING A CONTRACT AWARD FOR THE COMMUNITY WILDFIRE PROTECTION PLAN PHASE THREE.

WHEREAS, an Invitation to Bid was released on May 13, 2025 with bids due on June 10, 2025 for the Community Wildfire Protection Plan Phase 3; and,

WHEREAS, two bids were received

<u>Contractor</u>	<u>Total Bid Price</u>
DAKLO, LLC	\$210,500
Bond Brothers, LLC	\$251,450; and,

WHEREAS, DAKLO, LLC was the lowest bid for the project with a total price of \$210,500; and,

WHEREAS, the bids were determined to be responsive and responsible; and,

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

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

Section 1. That the City Manager is authorized to execute a contract with DAKLO, LLC in the amount of \$210,500 for the Community Wildfire Protection Plan Phase 3.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: June 10, 2025

SUBJECT: **Resolution No. 2025-42** - Authorizing a Contract Award for the Community Wildfire Protection Plan Phase Three.

This memo requests Council's approval to award a contract for the Community Wildfire Protection Plan Phase 3 to DAKLO, LLC. The project was released for bidding and two bids were received. Bids received are as follows:

<u>Contractor</u>	<u>Total Bid Price</u>
DAKLO, LLC	\$210,500
Bond Brothers, LLC	\$251,450

DAKLO, LLC was the low bidder for the project with a total cost of \$210,500 for base bid and additive alternate.

This project will clear dead spruce within City of Kenai land along Marathon Road and the drainage way to the east.

Award of this agreement is in the best interest of the City. Council's approval is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-43**

A RESOLUTION AUTHORIZING A CONTRACT AWARD FOR THE DIPNET DUMPSTERS AND PORTALETS FOR FISCAL YEAR 2026.

WHEREAS, an Invitation to Bid was released on May 20, 2025 with bids due on June 10, 2025 for the Dipnet Dumpsters and Portalets FY26 contract; and,

WHEREAS, one bid was received

<u>Contractor</u>	<u>Total Bid Price</u>
Peninsula Pumping Inc.	\$85,619.86; and,

WHEREAS, Peninsula Pumping Inc. was the lowest bid for the project at \$85,619.86; and,

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

WHEREAS, it is in the best interest of the City to award the contract to Peninsula Pumping Inc.

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

Section 1. That the City Manager is authorized to execute a contract with Peninsula Pumping Inc in the amount of \$85,619.86 for the Dipnet Dumpsters and Portalets FY26 contract.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF JUNE, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: June 10, 2025

SUBJECT: **Resolution No. 2025-43** - Authorizing a Contract Award for the Dipnet Dumpsters and Portalets for Fiscal Year 2026.

This memo requests Council’s approval to award a contract for the Dipnet Dumpsters and Portalets FY26 to Peninsula Pumping Inc. The project was released for bidding and one bid was received. Bid received is as follows:

<u>Contractor</u>	<u>Total Bid Price</u>
Peninsula Pumping Inc.	\$ 85,619.86

Peninsula Pumping Inc. was the low bidder for the project with a total cost of \$85,619.86 for the project.

This contract will provide and service dumpsters, portable toilets and hand washing stations for the dipnet fishery.

Award of this agreement is in the best interest of the City. Council’s approval is respectfully requested.

**KENAI CITY COUNCIL – REGULAR MEETING
JUNE 4, 2025 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR BRIAN GABRIEL, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on June 4, 2025, in City Hall Council Chambers, Kenai, AK. Mayor Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Brian Gabriel, Mayor
Phil Daniel
Alex Douthit
Sovala Kisena

Henry Knackstedt, Vice Mayor
Deborah Sounart (*remote attendance*)
Victoria Askin

A quorum was present.

Also in attendance were:

Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Kevin Buettner, Planning Director
Tyler Best, Parks and Recreation Director
Lee Frey, Public Works Director
Derek Ables, Airport Manager
Dave Ross, Police Chief
Shellie Saner, City Clerk

3. Agenda and Consent Agenda Approval

Mayor Gabriel noted the following additions to the Packet:

- Add to item E. 1. **Public Hearing - Ordinance No. 3471-2025**
 - Informational Memo

- Add to item E. 8. **Public Hearing - Resolution No. 2025-37**
 - Memo
 - Map

MOTION:

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

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

Mayor Gabriel opened the floor for public comment on consent agenda items.

Beth Odom, Kenai Resident addressed the Council in opposition to Ordinance No. 3478-2025.

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

UNANIMOUS CONSENT was requested.

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS - None.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS

Patty See, Kenai Resident addressed the Council noting the City was doing a wonderful job; the Airport Landscaping is beautiful; removal of the beetle kill is making the community safer; requested the City look into long-term permanent artwork for light posts; and she noted concerns with the condition of the paved trails along the Kenai Spur Highway.

Beth Odom, Kenai Resident addressed the Council with concerns regarding when the water bottle filling station will be installed at the Rec Center; and the condition of the Field of Flowers.

Samantha Springer, Executive Director of the Kenai Chamber of Commerce & Visitor Center addressed the Council regarding the upcoming Lemonade Day; First Friday; coordination with the Library for a Cultural Story Time; preparations for the upcoming 4th of July Parade; and Aleutian Airways Grand Opening at the Kenai Airport.

E. PUBLIC HEARINGS

1. **Ordinance No. 3471-2025** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026 and Committing \$2,850,457 of General Fund, Fund Balance for Future Capital Improvements. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3471-2025. Council Member Souart **SECONDED** the motion.

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

MOTION TO AMEND:

Council Member Kisena **MOVED** to amend the Fiscal Year 2026 Draft Budget Document as follows:

Amend the position title from Administrative Assistant II, to Administrative Assistant III in the following locations:

General Fund - City Clerk, page 72
 Organizational Chart
 Staffing Table
 Average Overtime Table

Authorized Personnel Staffing Table, page 333
 Department: City Clerk

Organization Chart, page 338

Department: City Clerk

Amend the position grade from 14 to 15 in the following locations:

General Fund - City Clerk, page 72

Staffing Table, Proposed FY26-Grade Column and Projected FY27-Grade Column.

Authorized Personnel Staffing Table, page 333

Department: City Clerk, FY2026-Grade Column.

Vice Mayor Knackstedt **SECONDED** the motion.

It was reported that this would expand the responsibilities of the Deputy Clerk as the lead for City Records Management Program, aligns the position with similar Administrative Assistant III positions; and allows for recruitment and retention of qualified candidates.

UNANIMOUS CONSENT was requested on the motion to amend.

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

MOTION TO AMEND:

Vice Mayor Knackstedt **MOVED** to amend the Fiscal Year 2026 Draft Budget Document as follows:

General Fund - Legislative, page 83

Increase the Grants to Agencies section by an additional \$500; and,

General Fund - Legislative, page 84

Add Industry Appreciation Day to the 5047 Grants to Agencies list for \$500.

For an overall increase of \$500 to the Fiscal Year 2026 Annual Budget Document.

Council Member Askin **SECONDED** the motion.

It was reported that this item was removed as a result of the Budget Work Session; the event added value to our community and this amendment put the funding back into the budget.

UNANIMOUS CONSENT was requested on the motion to amend.

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

MOTION TO AMEND:

Council Member Douthit **MOVED** to amend the Fiscal Year 2026 Draft Budget Document as follows:

General Fund - Legislative, page 83

Increase the Grants to Agencies section from \$500 to \$1,000; and,

General Fund - Legislative, page 84

Increase Bridges Community Resource Network in the 5047 Grants to Agencies list from \$500 to \$1,000.

For an overall increase of \$500 to the Fiscal Year 2026 Annual Budget Document.

Council Member Daniel **SECONDED** the motion.

There was discussion regarding the huge impact on our community from Project Homeless Connect; Bridges Community Resources did not request the increase, the amendment was brought forward to acknowledge the great work they do here.

UNANIMOUS CONSENT was requested on the motion to amend.

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

MOTION TO AMEND:

Council Member Douthit **MOVED** to amend the Fiscal Year 2026 Draft Budget Document as follows:

General Fund - Legislative, page 83

Increase the Grants to Agencies section by an additional \$2,500; and,

General Fund - Legislative, page 84

Add Child Advocacy Center to the 5047 Grants to Agencies list for \$2,500.

For an overall increase of \$2,500 to the Fiscal Year 2026 Annual Budget Document.

Council Member Daniel **SECONDED** the motion.

It was reported that initially this was to assist with the federal funding deficit; the Alaska Legislature has since approved State funding to assist with the deficit; funding from the City could be used as a local match for grant applications; they had originally asked for more; and the agency worked in our community helping children.

There was discussion regarding the agency having received State funding since their presentation; having more information from the agency would help in this decision making process; and questions arose regarding the location of their main office and where they operate here in the City.

[Clerk's Note: The motion to amend was withdrawn with the consent of the second. (KMC 1.15.060(g))

MOTION TO AMEND:

Council Member Kisena **MOVED** to amend the Fiscal Year 2026 Draft Budget Document as follows:

General Fund - Legislative, page 83

Increase the Grants to Agencies section from \$2,500 to \$5,000; and,

General Fund - Legislative, page 84

Increase Kenai Watershed Forum in the 5047 Grants to Agencies list from \$2,500 to \$5,000.

For an overall increase of \$2,500 to the Fiscal Year 2026 Annual Budget Document.

Vice Mayor Knackstedt **SECONDED** the motion.

It was reported the amendment was proposed to acknowledge the services that Kenai Watershed Forum provided to our community through the work they do; their agency does a number of tests along the Kenai River; and earlier this year they provided multiple detailed presentations on their work.

There was discussion regarding the agency using the City's Lab for testing as an in-kind donation; this increase would be \$3,500 increase from the previous years funding.

VOTE ON THE MOTION TO AMEND:

YEA: Kisena

NAY: Sounart, Knackstedt, Askin, Douthit, Gabriel, Daniel

MOTION TO AMEND FAILED.

MOTION TO AMEND:

Council Member Askin **MOVED** to amend Ordinance No. 3471-2025:

Title to read, "An Ordinance Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026 and Committing \$[2,850,457] 2,848,077 of General Fund, Fund Balance for Future Capital Improvements."

Sixth whereas clause to read, "in recognition of deferred and ongoing maintenance needs of City facilities and in support of the City's Fiscal Year 2026 – 2030 Capital Improvement Plan (The Plan), Council commits \$[2,850,457] 2,848,077 towards funding of The Plan for fiscal years 2026-2030."

Section 2 to read, "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, 2025, and ending the 30th day of June, 2026, 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	\$[22,494,988] <u>22,495,988</u>
Enterprise Fund –	
Congregate Housing Fund	751,454
Internal Service Funds:	
Equipment Replacement Fund	276,969
Fleet Replacement Fund	102,267
Employee Health Care Fund	<u>3,157,196</u>
Total Internal Service Funds	3,536,432
Special Revenue Funds:	
Personal Use Fishery Fund	555,396
Water & Sewer Fund	3,444,818
Airport Fund	4,993,258
Senior Citizen Fund	<u>1,117,500</u>
Total Special Revenue Funds	10,110,972
Permanent Funds:	
Airport Land Sale Permanent Fund	1,099,774
General Land Sale Permanent Fund	<u>159,045</u>
Total Permanent Revenue Funds	1,258,819
Capital Project Funds:	
Park Improvement	120,000
Flight Service Station Improvement	400,000
City Hall Improvement	75,000
Municipal Roadway Improvement	1,400,000
Congregate Housing Improvement	100,000
Airport Improvement	1,265,100
Water & Sewer Improvement	450,000
Waste Water Treatment Plant Equipment	<u>50,000</u>
Total Capital Project Funds	3,860,100
Debt Service Fund – Library Expansion Bonds	130,625
Total All Funds	\$[42,143,390] <u>42,144,390</u>

Section 3 to read, "Council hereby commits \$[2,850,457] 2,848,077 of Unassigned General Fund, Fund Balance for future renovations and improvements to City facilities."

Vice Mayor Knackstedt **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

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

VOTE ON MAIN MOTION AS AMENDED:

YEA: Knackstedt, Askin, Douthit, Kisen, Gabriel, Daniel, Sounart

NAY: None

MAIN MOTION AS AMENDED PASSED.

- Ordinance No. 3472-2025** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3472-2025. Council Member Sounart **SECONDED** the motion.

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

VOTE:

YEA: Askin, Douthit, Kisen, Gabriel, Daniel, Sounart, Knackstedt

NAY: None

MOTION PASSED.

3. **Ordinance No. 3473-2025** - Accepting and Appropriating a Grant Received Through the American Society for the Prevention of Cruelty to Animals to the Kenai Animal Shelter for Attendance at the Alaska Animal Control Association 2025 Training Conference. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3473-2025. Council Member Sounart **SECONDED** the motion.

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

VOTE:

YEA: Douthit, Kisen, Gabriel, Daniel, Sounart, Knackstedt, Askin

NAY: None

MOTION PASSED.

4. **Ordinance No. 3474-2025** - Increasing Estimated Revenues and Appropriation in the Wastewater, Water & Sewer, and Municipal Roadway Improvements Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3474-2025. Council Member Sounart **SECONDED** the motion.

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

It was reported that this represents unspent fund from Capital Projects and returns those funds to their original funding source.

VOTE:

YEA: Kisen, Gabriel, Daniel, Sounart, Knackstedt, Askin, Douthit

NAY: None

MOTION PASSED.

5. **Ordinance No. 3475-2025** - Increasing Estimated Revenues and Appropriations in the General Fund – Legislative Department and Increasing the Purchase Order Amount to BDO USA, P.C. for the FY2024 and FY2025 Financial Audits. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3475-2025. Council Member Akin **SECONDED** the motion.

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

VOTE:

YEA: Gabriel, Daniel, Sounart, Knackstedt, Askin, Douthit, Kisená

NAY: None

MOTION PASSED.

- 6. Resolution No. 2025-35** - Approving a Memorandum of Understanding Between the City of Kenai and the Salamatof Tribe to Recognize Areas of Mutual Concern and Support, establish a Framework for Cooperative Relationships, and Promote Government-to-Government Communication for the Benefit of the Community of Kenai as a Whole. (Daniel)

MOTION:

Council Member Daniel **MOVED** to adopt Resolution No. 2025-35. Council Member Askin **SECONDED** the motion.

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

It was reported that this and the next resolution would establish a collaborative framework and formal relationship with the tribes; and provided opportunities to work mutually on projects that are concerns to both the City and Tribe.

There was discussion in support and appreciation stated for Council Member Daniel for bringing the Resolution forward.

UNANIMOUS CONSENT was requested.

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

- 7. Resolution No. 2025-36** - Approving a Memorandum of Understanding Between the City of Kenai and the Kenaitze Indian Tribe to Recognize Areas of Mutual Concern and Support, establish a Framework for Cooperative Relationships, and Promote Government-to-Government Communication for the Benefit of the Community of Kenai as a Whole. (Daniel)

MOTION:

Council Member Daniel **MOVED** to adopt Resolution No. 2025-36. Vice Mayor Knackstedt **SECONDED** the motion.

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

It was reported this was very similar to the previous Resolution and provided framework for the existing relationship with Kenaitze.

UNANIMOUS CONSENT was requested.

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

- 8. Resolution No. 2025-37** - Approving a Limited Road Maintenance Agreement Between the City of Kenai and the Kenaitze Indian Tribe. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to adopt Resolution No. 2025-37. Council Member Askin **SECONDED** the motion.

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

It was reported that the Tribe plans to develop the parcel for senior housing; they will build the road to City standards; the Tribe will be responsible for keeping the road clear for maintenance; the City will review and approve engineering plans before construction begins; and the Tribe will provide easements for water and sewer utilities.

UNANIMOUS CONSENT was requested.

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

9. Resolution No. 2025-38 - Renaming South Spruce Street to Kenai Beach Street.
(Knackstedt)

MOTION:

Vice Mayor Knackstedt **MOVED** to adopt Resolution No. 2025-38. Council Member Askin **SECONDED** the motion.

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

It was reported that this was brought forward to provide clarity to residents and visitors; addresses the informal reference to the as “road to the beach”; and would reduce confusion.

There was discussion regarding property owners having to update their mailing addresses, signage and business materials.

MOTION TO REFER AND POSTPONE:

Vice Mayor Knackstedt **MOVED** to refer Resolution No. 2025-38 to the June 25, 2025 Planning and Zoning Commission meeting for recommendation, and postpone Resolution No. 2025-38 to the July 2, 2025 City Council Meeting. Council Member Askin **SECONDED** the motion.

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

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

10. Resolution No. 2025-39 - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2025 and Ending June 30, 2026. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to adopt Resolution No. 2025-39. Council Member Sounart **SECONDED** the motion.

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

Appreciation was stated for the ability to bring forward a level property rate.

UNANIMOUS CONSENT was requested.

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

11. Resolution No. 2025-40 - Amending the Comprehensive Schedule of Rates, Charges and Fees to Incorporate Fiscal Year 2026 Budget Changes to Include Adjusting Airport Fees, Animal Control Fees, Library Fees, Multipurpose Facility Fees, Building Permit Fees and Adjusting the Monthly Rental Rates for Vintage Pointe. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to adopt Resolution No. 2025-40. Council Member Askin **SECONDED** the motion.

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

It was reported that this was a final step in the budget process and incorporated changes in the fee schedule.

UNANIMOUS CONSENT was requested.

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

F. MINUTES

1. *Regular Meeting of May 21, 2025. (City Clerk)

G. UNFINISHED BUSINESS - None.

H. NEW BUSINESS

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

Approved by the consent agenda.

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

Approved by the consent agenda.

3. ***Action/Approval** - Special Use Permit to Empire Airlines, Inc. for Use of 11,250 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Parking. (Administration)

Approved by the consent agenda.

4. ***Action/Approval** - First Amendment to the Agreement with Tyler Distributing Company, Inc. for ATM Services at the Kenai Municipal Airport Terminal. (Administration)

Approved by the consent agenda.

5. ***Ordinance No. 3476-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Fire Department Personnel Budget for Fiscal Year 2025 for Unanticipated Overtime Costs Resulting from Vacancies and Retirements. (Administration)

Introduced by the consent agenda and Public Hearing set for June 18, 2025.

6. ***Ordinance No. 3477-2025** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of a Ballistic Vest. (Administration)

Introduced by the consent agenda and Public Hearing set for June 18, 2025.

7. ***Ordinance No. 3478-2025** - Enacting Kenai Municipal Code Section 13.30.070 - Travel Through Private or Public Property, and Incorporating a Fine into Kenai Municipal Code 13.10.015 - Minor Offense Fine Schedule. (Administration)

Introduced by the consent agenda and Public Hearing set for June 18, 2025.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging Commission

No report, next meeting June 12, 2025.

2. Airport Commission

No report, next meeting June 12, 2025.

3. Harbor Commission

No report, next meeting June 9, 2025.

4. Parks and Recreation Commission

No report, next meeting June 5, 2025.

5. Planning and Zoning Commission

Council Member Askin reported on the May 28, 2025 meeting, next meeting June 25, 2025.

6. Beautification Commission

No report, next meeting September 9, 2025.

J. REPORT OF THE MAYOR

Mayor Gabriel thanked Vice Mayor Knackstedt for filling in and reported on the following:

- Viewing the ongoing Bluff Stabilization Project.
- Congratulated the Kenai Central High School Girls Soccer Team for winning State.
- Attending the Kite Festival.

K. ADMINISTRATION REPORTS

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

- Congratulated Police Officer, Luke Michaels for graduating from the Trooper Academy.
- Currently recruiting for a police officer, animal control officer, administrative assistant in the Planning Department and Parks and Recreation attendants.
- Congratulated Director Best and the Parks staff for a successful Kite Festival and Plant Day.
- Bluff Project update included plans to create a time-lapse video using drone footage of the project.
- Upcoming site visit with the Army Corps of Engineers on the Bluff Project.

2. City Attorney - No Report.

3. City Clerk - Update on Business Licensing.

L. ADDITIONAL PUBLIC COMMENTS

1. Citizen Comments (*Public comments limited to (5) minutes per speaker*)

Marion Nelson, Board Member for the Kenai Art Center addressed the Council regarding the upcoming show, "Clay on Display"

2. Council Comments

Vice Mayor Knackstedt expressed his appreciation for the regular F-22 flyovers; reported attending the community Memorial Day events and Kite Festival; and thanked the Parks & Recreation Department for placing American Flags along the road.

Council Member Kisena thanked Director Best and staff for the Kite Festival, noting the positive feedback he heard; and encouraged residents to explore the Kenai trail systems.

Council Member Daniel thanked the Administration for their work on the Memorandum of Understandings with the Tribes; reported attending the Mountain View last day of school barbeque; and noted he was looking forward to Lemonade Day and the Air Fair.

Council Member Askin congratulated new Police Officer, Luke Michaels; thanked Director Best and staff for the amazing work they do; noted it was interesting to watch the activity on the Bluff Stabilization Project; and thanked the Administration for the budget process.

Council Member Sounart thanked the Administration for the budget process; Director Best and staff for the Kite Festival; noted watching the Bluff Stabilization Project activity; and wished everyone a happy summer.

Council Member Douthit stated he had been touring trade schools with his son, and missing out on some of the local activities; noted he was looking forward to the results of the Parks & Recreation Master Plan; and thanked the Parks and Recreation Department for the hard work they do.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS - None.

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 8:04 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of June 4, 2025.

Michelle M. Saner, MMC
City Clerk

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

**PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: JUNE 18, 2025**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	100,870.79
PERS	PERS	VARIOUS	LIABILITY	120,059.14

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City Clerk
DATE: June 5, 2025
SUBJECT: **Action/Approval – Kenai Golf Course Liquor License Transfer of Ownership**

The following establishment has applied to the Alcohol and Marijuana Control Office (AMCO) for a transfer of Ownership of license:

Transferor: Griffin Golf LLC
Transferee: KNC Golf Inc.
D/B/A: Kenai Golf Course
License Type: Golf Course
License No.: 5788

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

Your consideration is appreciated.

From: [Sawyer, Jane Preston \(CED\)](#)
To: [City Clerk](#); micheleturner@kpb.us; jkasper@kpb.us; sessert@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us
Cc: [AMCO Local Government Only \(CED sponsored\)](#); [REDACTED]
Subject: LGBs.Notice.TransferApp.ID5579.Lic.5788.GolfCourseLic.Kenai Golf Course
Date: Tuesday, May 13, 2025 8:33:03 AM
Attachments: [Transfer Application ID 5579 + Diagram Lic. 5788 Kenai Golf Course.pdf](#)

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

Dear Local Government(s),
Cc: Proposed Licensee

LGBs: This is your notice under AS 04.11.520 of a transfer application of the alcohol license mentioned in the subject line.

Under AS 04.11.480, the local government has 60 days to protest the application.

App. ID: 5579
License No.: 5788
License Type: Golf Course License

From (current licensee): Griffin Golf, LLC / Mark Griffin and Lara Griffin
DBA: Kenail Golf Course
Licensed premises: 1500 Lawton Drive, Kenai, AK 99611
Contact: Mark and Lara Griffin / [REDACTED]

To (new licensee): KNC Golf, Inc.
DBA: Kenai Golf Course
Licensed premises: 1500 Lawton Drive & 1420 Lawton Drive (contiguous parcels per the applicant), Kenai, AK 99611
Contact: William S Coghill / [REDACTED]

Thank you
Jane

Jane P. Sawyer
Program Coordinator 2
DCCED-Alcohol and Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 305 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, 3 AAC 305.045 and 3 AAC 305.060.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	GRIFFIN GOLF LLC		License #:	5788	
License Type:	GOLF COURSE		Statutory Reference:	AS 04.09.300	
Doing Business As:	KENAI GOLF COURSE				
Premises Address:	1420 LAWTON DR, ALSO 1500 LAWTON DR,				
City:	KENAI	State:	ALASKA	ZIP:	99611
Local Governing Body/Bodies:	CITY OF KENAI				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer
- Controlling interest transfer
- Location transfer



OFFICE USE ONLY			
Complete Date:		Transaction #:	
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

rec # 101009344



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	KNC GOLF INC.		
Doing Business As:	KENAI GOLF COURSE		
Premises Address:	1420 LAWTON DR, ALSO 1500 LAWTON DR		
City:	KENAI	State:	ALASKA
		ZIP:	99611
Community Council, (If applicable):			

Mailing Address:	[REDACTED]		
City:	SOLDOTNA	State:	ALASKA
		ZIP:	99669
Email:	[REDACTED]	Phone:	[REDACTED]

Designated Licensee:	WILLIAM S. COGHILL		
Contact Phone:	[REDACTED]	Business Phone:	(907) 283-3484
Contact Email:	[REDACTED]		

Seasonal License? Yes No
 If "Yes", write your six-month operating period: MAY - OCTOBER

Section 3 - Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer (Must be in feet).

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer (Must be in feet.)



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:				
Address:				
City:		State:		ZIP:
Email:		Phone:		

This individual is an: applicant affiliate

Name:				
Address:				
City:		State:		ZIP:
Email:		Phone:		

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
 If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the application shall be executed by an authorized officer of the Corporation. Information must be completed below for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, whether manager managed or member managed, the following information must be completed for each *member with an ownership interest of 10% or more* and for each *manager regardless of ownership share*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.
- For any entity, identify all affiliates for your organization as defined at 3 AAC 305.950.

Entity Official:	WILLIAM S. COGHILL			
Title(s):	TREASURER	Phone:	[REDACTED]	% Owned: 16.67
Address:	[REDACTED]			
City:	SOLDOTNA	State:	ALASKA	ZIP: 99669
Email:	[REDACTED]	Phone:	[REDACTED]	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	JENNIFER A. COGHILL			
Title(s):	SECRETARY	Phone:	[REDACTED]	% Owned: 16.7
Address:	[REDACTED]			
City:	SOLDOTNA	State:	ALASKA	ZIP: 99669
Email:	[REDACTED]	Phone:	[REDACTED]	

Entity Official:	BILL H. KIM			
Title(s):	PRESIDENT	Phone:	[REDACTED]	% Owned: 33.3
Address:	[REDACTED]			
City:	SOLDOTNA	State:	ALASKA	ZIP: 99669
Email:	[REDACTED]	Phone:	[REDACTED]	

Entity Official:	MICHAEL S. NAVARRE			
Title(s):	VICE-PRESIDENT	Phone:	[REDACTED]	% Owned: 33.3
Address:	[REDACTED]			
City:	KENAI	State:	ALASKA	ZIP: 99611
Email:	[REDACTED]	Phone:	[REDACTED]	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). The registered agent is either an individual resident of the state or domestic corporation authorized to transact business in the state and whose business office is the same as the registered office.

CBPL Entity #:	10290130	AK Formed Date:	11/04/2024	Home State:	ALASKA
Registered Agent:	WILLIAM COGHILL		Agent's Phone:	[REDACTED]	
Agent's Mailing Address:	[REDACTED]				
City:	SOLDOTNA	State:	ALASKA ALASKA	ZIP:	99669
Email:	[REDACTED]	Phone:	[REDACTED]		

Residency of Agent: Yes No

Does your registered agent satisfy the requirement of AS 04.11.430?



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Mark Griffin
Signature of transferor

MARK GRIFFIN
Printed name of transferor

Subscribed and sworn to before me this 4th day of December, 2024.



Catherine Bras
Signature of Notary Public

Notary Public in and for the State of Alaska
My commission expires: 10/8/2025

Lara Griffin
Signature of transferor

LARA GRIFFIN
Printed name of transferor

Subscribed and sworn to before me this 4th day of December, 2024.



Catherine Bras
Signature of Notary Public

Notary Public in and for the State of Alaska
My commission expires: 10/8/2025



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

WB

I certify that all proposed licensees have been listed with the Division of Corporations.

WB

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

WB

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

WB

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

WB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

WB

I certify that I and any individual identified in the business entity ownership section of this application, has, or will read AS 04 and its implementing regulations.

WB

William S. Coehill
Signature of transferee

WILLIAM S. COEHILL
Printed name

Catherine Bras
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 10/8/2025

CATHERINE J. BRAS
Notary Public
State of Alaska
My Commission Expires Oct 8, 2025

Subscribed and sworn to before me this 4th day of December, 2024.



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all alcohol license applications, per AS 04.11.260, 3 AAC 305.630 and 3 AAC 305.660. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete. You may attach blueprints or other detailed drawings that meet the requirements of this form.

The diagram MUST include:

- You must use a **solid, contiguous red line** to outline the outer perimeter of your premises with no breaks or separations.
 - The red outline is required to follow a physical barrier (wall, fence and even across doorways)
 - There should be no red lines within the perimeter
- Each area should be clearly labeled in any color other than red where alcohol is:
 - Stored
 - Served/Sold
 - Manufactured
 - Consumed
- All diagrams must include:
 - Dimensions (AMCO does not accept diagrams drawn to scale)
 - Cross streets
 - Points of reference, such as a compass rose indicating True North
 - All entrances, exits, walls, bars, and fixtures
- If your premises include multiple floors, please include a separate diagram of each floor.
 - You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your premises includes multiple floors, please include a separate diagram of each floor. You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.
- **Any license applications that include outdoor space** are required to submit a security plan that includes information about the barriers, practices, and personnel that are to be used to ensure that alcohol is not introduced or removed from the permitted premises and to prevent the access of alcohol by a minor during the permitted event. A security plan may be requested for other proposed locations on a case-by-case basis.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

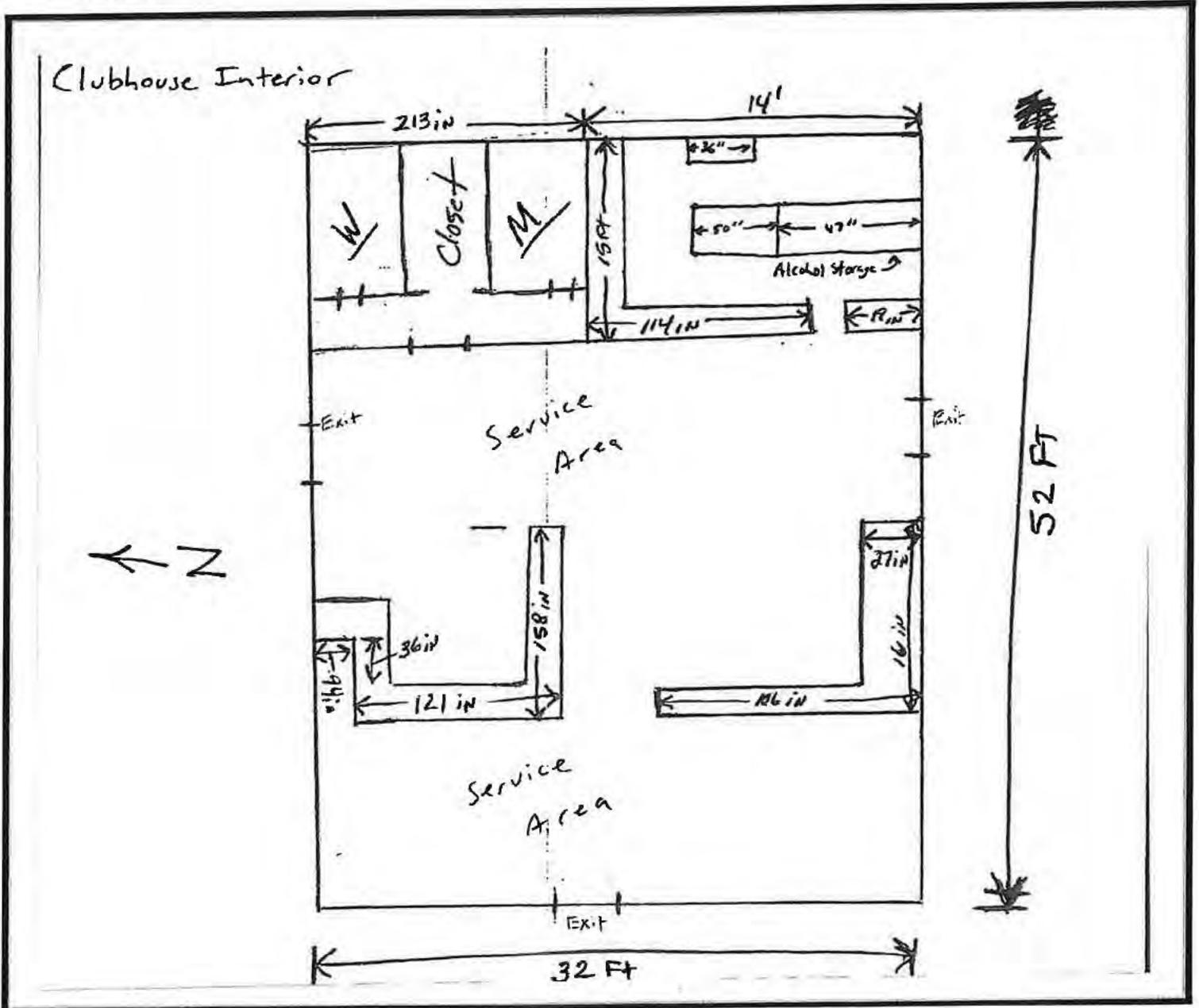
Licensee:	KNC Golf Inc.	License Number:	5788		
License Type:	Golf Course				
Doing Business As:	Kenai Golf Course				
Premises Address:	1420 Lawton Dr. ALSO 1500 LAWTON DR.				
City:	Kenai	State:	Ak	ZIP:	99611



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Section 2 - Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. See above for detailed instructions.



KENAI GOLF COURSE WITH RED LINE SHOWING OUTER PERIMETER OF OUR PREMISES WITH NO BREAKS OR SEPARATIONS.
EXHIBIT A

0-00200-6102

Page 4 of 6

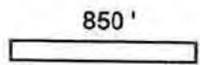
Page 55



**KENAI MUNICIPAL
GOLF COURSE AND
RECREATION AREA**

PARCEL A
Government Lots 1 & 2
Section 3, T6N, R11W

PARCEL B
Lot 3, Portion of Lot 4,
Section 3, T5N, R11W, S.M.



1 inch equals 833 feet

The information depicted here on is for graphic representation only of the best available sources. The City of Kenai assumes no responsibility for errors on this map.

Date: 8/7/2018



Security and Storage Statement

All alcoholic beverages will be securely stored behind the counter inside the clubhouse Building within staff controlled areas with no public access allowed. The staff area is chained off To prevent access by the public. Alcohol will be served to patrons at the clubhouse and consumed within the clubhouse or on the grounds of the course itself per the terms of the seasonal golf course license.

At Least one employee will always be on hand at the clubhouse to ensure there is no Unauthorized access to the alcohol storage areas. Signs indicating video surveillance are placed Around the property to deter minors and others from unauthorized access to the premises during Closed hours. The clubhouse is routinely locked down upon closing. Golf course staff routinely Patrol the course during regular maintenance activities.

Outdoor Security Plan

1. All Minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. The course itself is generally bounded by private property to the north along Lawton Drive And uninhabited lowlands to the east and south. The west side backs up to the City park lands. As a lessee of a public entity, KNC Golf, Inc. is not able to erect physical barriers around the property boundaries. Signs are, or will be, placed indicating the boundaries of the golf course property along potential access points off Lawton Drive and the park area to the west. There signs will indicate that alcohol cannot be brought into or out of the designated property.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside the club house and at the entrances of the outdoor area.
8. Keeping outdoor area viable without any increased risk to minors exposed to alcohol WILL continue to be part of our training for our staff.
9. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
10. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
11. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
12. Servers and other staff will be present in the outdoor area to monitor consumption.
13. Any guest bringing a cooler or other similar container will be subject to inspection by staff.



Thursday, May 15, 2025

Sent via email: cityclerk@kenai.city

Shellie Saner, City Clerk
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	KNC Golf Inc
Business Name	:	Kenai Golf Course
License Type	:	Golf Course
License Location	:	1500 Lawton Drive, Kenai, AK 99611, City of Kenai
License No.	:	5788
Application Type	:	Transfer of Owner

Dear Ms. Saner,

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

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

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: Bill [REDACTED]

<mailto:amco.localgovernmentonly@alaska.gov>



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 8, 2025

SUBJECT: **Action/Approval** - Special Use Permit to Crowley Fuels, LLC for Use of 35,000 Square Feet of Apron Space for Aviation Fueling.

Crowley Fuels LLC is requesting a Special Use Permit for approximately 35,000 square feet of apron space for aviation fueling. This permit would be effective for 12 months, from July 1, 2025 through June 30, 2026.

Crowley Fuels LLC has submitted the special use permit application, is current on all fees owed to the City, and a current Certificate of Insurance is on file. Administration recommends approval.

Airport Commission reviewed the request at the June 12, 2025 meeting and recommended approval.

Your support for a Special Use Permit to Crowley Fuels, LLC is respectfully requested.

Attachments- Application, Exhibit A, Special Use Permit Draft



City of Kenai Special Use Permit Application

Application Date: **4/25/2025**

Applicant Information

Name of Applicant:		Crowley Fuels LLC					
Mailing Address:	[REDACTED]	City:	Anchorage	State:	AK	Zip Code:	99518
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () [REDACTED]				
E-mail: (Optional)	[REDACTED]						
Name to Appear on Permit:		Crowley Fuels LLC					
Mailing Address:	same	City:		State:		Zip Code:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()				
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:
35,000 sf on airport apron adjacment to Lot 4 Block 1, Lot 3A1 FBO Subdiv, leased by Crowley

Description of the proposed business or activity intended: **Aircraft fueling services**

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

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

If you answered yes to any of the above questions, please explain: **N/A**

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

Requested Starting Date: **July 1, 2025**

Signature:		Date:	4/25/2025
Print Name:	Jenny Silva	Title:	Director, Contract Compliance & Pricing

For City Use Only: <input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land <input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	Date Application Fee Received: _____ City Council Action/Resolution: _____ Account Number: _____
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EXHIBIT A

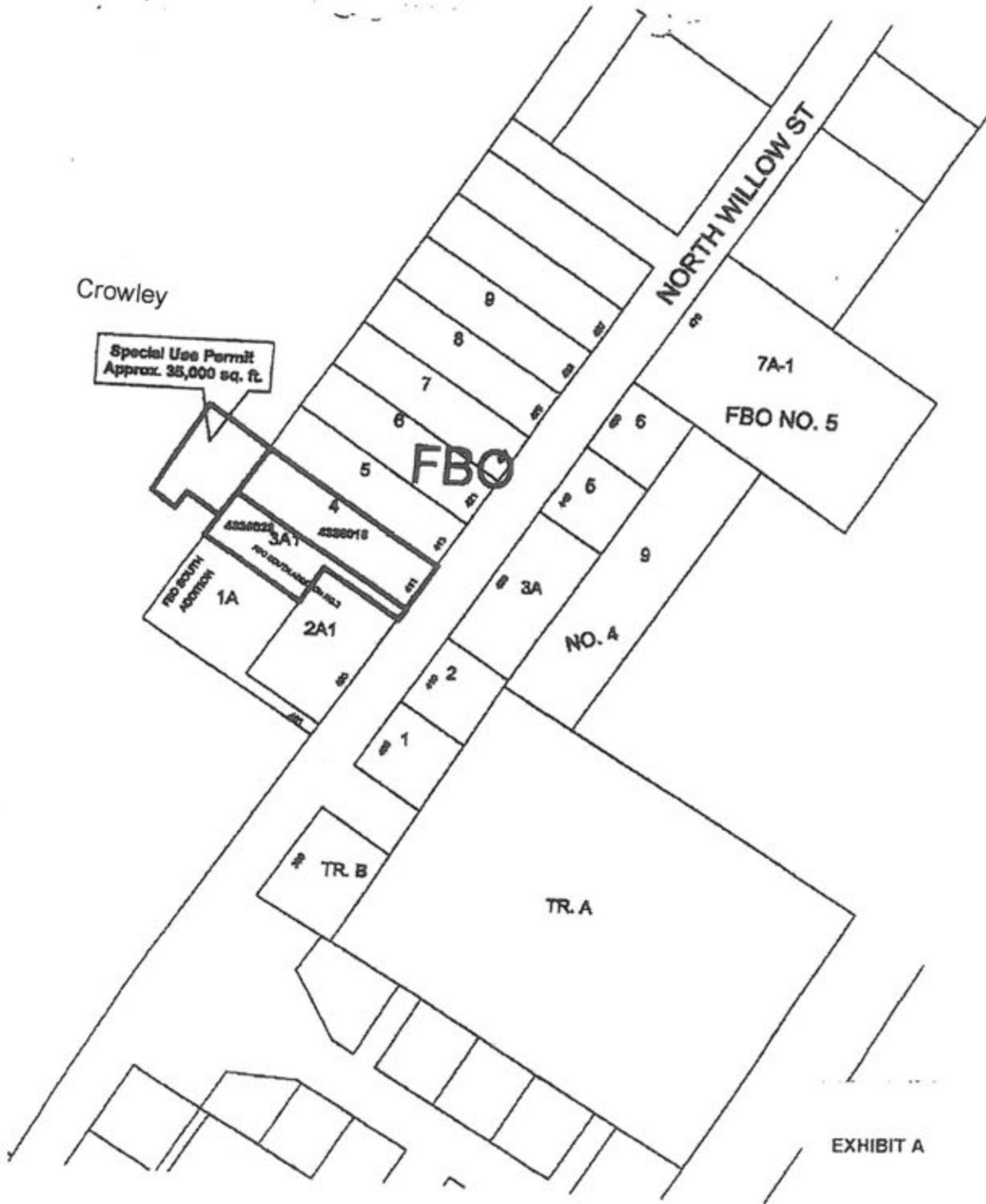


EXHIBIT A

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **CROWLEY FUELS LLC** (Permittee), whose address is _____, a Special Use Permit for the fueling area on the apron at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 35,000 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2025 and ending on June 30, 2026. Regardless of the date of signature, this Permit shall be effective as of July 1, 2025.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:
 - A. **Permit:** Permittee shall pay a monthly fee of \$1,866.67 (\$0.64/SF/Year) plus applicable sales tax. *Adjusted for the City of Kenai Schedule of Rates, Charges, and Fees for Fiscal Year 2026.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of One Hundred Dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

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

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

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

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

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

Permittee acknowledges that the use granted herein is subject to the Kenai Municipal Code and municipal regulations governing the Kenai Municipal Airport and as those laws and regulations may be amended from time to time.

Solicitation of donations or operation of a business or other commercial enterprise not contemplated by this Permit is prohibited without the written consent of City.

No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the Airport other than that specifically designated for that purpose by the Airport Manager or designated representative. The Airport Manager or designated representative reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

6. Inspection. The Federal Aviation Administration (FAA) and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, the Premises as well as any and all equipment used by the Permittee under this Permit.

7. Coordination with Airport Management. Permittee shall coordinate all activities on the Airport with Airport Management, or a designated representative, and shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee.

8. Radio Transmitting Equipment. Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

9. Insurance. Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.

A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must include an endorsement under which the insurer extends coverage to Permittee's fuel handling activities. The policy must name the City as an additional insured.

B. Worker's compensation insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.

C. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the Permittee uses on the Airport. The policy must name the City as an additional insured.

D. All insurance required must meet the following additional requirements:

- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from

Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.

- iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2025. The effective date of the insurance shall be no later than July 1, 2025.

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

10. Assumption of Risk. Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the Airport. Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on and access to the Kenai Municipal Airport and its exercise of the privileges granted in this Permit.

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City’s staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with or arising from or out of Permittee’s activities on or use of the Premises, Permittee’s access to the Kenai Municipal Airport, and/or Permittee’s exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.

12. Fuel Spill Prevention and Response Plan. Areas of the Apron have been seal coated to protect asphalt from adverse effects of petroleum product spills. The City requires that Permittee provide adequate absorbent materials and tools available on the Premises and at the airport in order to maintain a fuel spill and response capability. Permittee shall be liable for any damage caused by and costs associated with any spill, the cleanup of any spill, or the

discharge of petroleum products or hazardous materials due to Permittee's use of the Apron and/or use of the Airport.

Permittee shall provide to City an acceptable fuel spill prevention and response plan and will maintain fuel spill and response capability. Permittee further agrees to have a copy of the fuel spill prevention and response plan located in the Permittee's fuel dispensing equipment at all times. Permittee must comply with the Airport's Storm Water Pollution Prevention Plan as appropriate to Permittee's activities.

Permittee shall not store any personal property, solid waste, petroleum products, Hazardous Material as defined by 14 CFR § 171.8, hazardous waste (ignitable, corrosive, reactive, or toxic) or any hazardous substance on any portion of the Airport. Permittee is aware that there are significant penalties for improperly disposing of the Hazardous Materials and other waste and for submitting false information regarding Hazardous Materials, including the possibility of fine and imprisonment for knowing violations.

Permittee shall immediately remove the material in the event of spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement or surface in or on any area of the Airport.

Permittee may not construct or install any above-ground or underground fuel storage tanks or dispensing systems at the Airport.

No person shall smoke on an aircraft-parking ramp, inside an aircraft hangar, or within 50' of any aircraft fuel facility or fuel truck.

Permittee is subject to FAA Advisory Circular 150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports, the National Fire Protection Associations' "Standard for Aircraft Fueling Servicing" in NFPA 407 (1996 version), and the current version of the International Fire Codes. All inspections of fuel facilities, by City or other regulating entities to which Permittee is subject, shall be conducted to assure compliance with the fire safety practices listed in these referenced documents.

13. Hazardous Substances and Materials. Permittee shall conform and be subject to the requirements of 14 CFR § 139.321 regarding the handling and storage of hazardous substances and materials.

14. No Discrimination. Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly

discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

15. Licenses and Permits. Permittee shall obtain and maintain all required federal, state, and local licenses, certificates, and other documents required for its operations under the Permit. Permittee shall provide proof of compliance to City upon request by the City.

16. Compliance with Law/Grant Assurances. This Permit, and Permittee's activities conducted under this Permit, is subject to all executive orders, policies and operational guidelines and all applicable requirements of federal, state, and City statutes, ordinances, and regulations in effect during the term of this Permit. Further, Permittee shall comply with all applicable requirements imposed on the Airport by federal law to ensure that the Airport's eligibility for federal money or for participation in federal aviation programs is not jeopardized. This Permit is subordinate to the City's grant assurances and federal obligations.

17. No Exclusivity. The privileges granted under this Permit are not exclusive to Permittee. City has the right to grant to others any right or privilege on the Airport.

18. Assignment. The privileges granted under this Permit are personal to Permittee and may not be assigned by Permittee.

19. No Joint Venture. City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises or elsewhere at the Kenai Municipal Airport.

20. No Waiver. Failure to insist upon a strict compliance with the terms, conditions, and requirements herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.

21. Personalty. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

22. Termination; Default. This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety or due

to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

23. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within 30 days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

24. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within 90 days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three consecutive weeks not more than 30 days nor less than seven days before the time of the auction.

25. Definitions. As used in this Permit, "Permittee" means Crowley Fuels LLC., and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: June 8, 2025
SUBJECT: **Action/Approval** - Special Use Permit to Everts Air Fuel, Inc. for Use of 30,000 Square Feet of Apron Space for Aircraft Loading and Parking.

Everts Air Fuel, Inc. is requesting a Special Use Permit for aircraft parking on approximately 30,000 square feet of apron space. This permit would be effective for 12 months, from July 1, 2025 through June 30, 2026.

Everts Air Fuel has submitted the special use permit application, is current on all fees owed to the City, and a current Certificate of Insurance is on file. The administration recommends approval.

The Airport Commission reviewed the request at the June 12, 2025 commission meeting and recommended approval.

Your support for a Special Use Pert to Everts Air Fuel, Inc. is respectfully requested.

Attachments- Application, Exhibit A, Special Use Permit Draft



City of Kenai Special Use Permit Application

Application Date: 6/4/2025

Applicant Information

Name of Applicant:			
Mailing Address:		City:	
Phone Number(s):			
E-mail: (Optional)			

Name to Appear on Permit:	Everts Air Fuel		
Mailing Address:		Zip Code:	99701
Phone Number(s):			
E-mail: (Optional)			
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____		

Property Information

Legal or physical description of the property:
30,000 square foot aircraft parking on apron

Description of the proposed business or activity intended: Bulk fuel deliveries by aircraft

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

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

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

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

Requested Starting Date:

Signature:		Date:	6/4/2025
Print Name:	Brian Fay	Title:	General Manager

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

Exhibit A

ENA SUP - Everts Air Fuel
250' x 120' (30,000 SF)



SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **EVERTS AIR FUEL, INC.** (Permittee), whose address _____, a Special Use Permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 30,000 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2025 and ending on June 30, 2026. Regardless of the date of signature, this Permit shall be effective as of July 1, 2025.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:
 - A. **Permit:** Permittee shall pay a monthly fee of \$1,600.00 (\$0.64/SF/Year) plus applicable sales tax.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of One Hundred Dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

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

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

Aircraft Loading and Parking.

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

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

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

Permittee acknowledges that the use granted herein is subject to the Kenai Municipal Code and municipal regulations governing the Kenai Municipal Airport and as those laws and regulations may be amended from time to time.

Solicitation of donations or operation of a business or other commercial enterprise not contemplated by this Permit is prohibited without the written consent of City.

No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the Airport other than that specifically designated for that purpose by the Airport Manager or designated representative. The Airport Manager or designated representative reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

6. Inspection. The Federal Aviation Administration (FAA) and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, the Premises as well as any and all equipment used by the Permittee under this Permit.

7. Coordination with Airport Management. Permittee shall coordinate all activities on the Airport with Airport Management, or a designated representative, and shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee.

8. Radio Transmitting Equipment. Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

9. Insurance. Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.

A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must include an endorsement under which the insurer extends coverage to Permittee's fuel handling activities. The policy must name the City as an additional insured.

B. Worker's compensation insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.

C. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the Permittee uses on the Airport. The policy must name the City as an additional insured.

D. All insurance required must meet the following additional requirements:

- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements,

or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.

- iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2023. The effective date of the insurance shall be no later than July 1, 2023.

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

10. Assumption of Risk. Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the Airport. Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on and access to the Kenai Municipal Airport and its exercise of the privileges granted in this Permit.

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City's staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with or arising from or out of Permittee's activities on or use of the Premises, Permittee's access to the Kenai Municipal Airport, and/or Permittee's exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.

12. Fuel Spill Prevention and Response Plan. Areas of the Apron have been seal coated to protect asphalt from adverse effects of petroleum product spills. The City requires that

Permittee provide adequate absorbent materials and tools available on the Premises and at the airport in order to maintain a fuel spill and response capability. Permittee shall be liable for any damage caused by and costs associated with any spill, the cleanup of any spill, or the discharge of petroleum products or hazardous materials due to Permittee's use of the Apron and/or use of the Airport.

Permittee shall provide to City an acceptable fuel spill prevention and response plan and will maintain fuel spill and response capability. Permittee further agrees to have a copy of the fuel spill prevention and response plan located in the Permittee's fuel dispensing equipment at all times. Permittee must comply with the Airport's Storm Water Pollution Prevention Plan as appropriate to Permittee's activities.

Permittee shall not store any personal property, solid waste, petroleum products, Hazardous Material as defined by 14 CFR § 171.8, hazardous waste (ignitable, corrosive, reactive, or toxic) or any hazardous substance on any portion of the Airport. Permittee is aware that there are significant penalties for improperly disposing of the Hazardous Materials and other waste and for submitting false information regarding Hazardous Materials, including the possibility of fine and imprisonment for knowing violations.

Permittee shall immediately remove the material in the event of spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement or surface in or on any area of the Airport.

Permittee may not construct or install any above-ground or underground fuel storage tanks or dispensing systems at the Airport.

No person shall smoke on an aircraft-parking ramp, inside an aircraft hangar, or within 50' of any aircraft fuel facility or fuel truck.

Permittee is subject to FAA Advisory Circular 150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports, the National Fire Protection Associations' "Standard for Aircraft Fueling Servicing" in NFPA 407 (1996 version), and the current version of the International Fire Codes. All inspections of fuel facilities, by City or other regulating entities to which Permittee is subject, shall be conducted to assure compliance with the fire safety practices listed in these referenced documents.

13. Hazardous Substances and Materials. Permittee shall conform and be subject to the requirements of 14 CFR § 139.321 regarding the handling and storage of hazardous substances and materials.

14. No Discrimination. Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes

the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

15. Licenses and Permits. Permittee shall obtain and maintain all required federal, state, and local licenses, certificates, and other documents required for its operations under the Permit. Permittee shall provide proof of compliance to City upon request by the City.

16. Compliance with Law/Grant Assurances. This Permit, and Permittee's activities conducted under this Permit, is subject to all executive orders, policies and operational guidelines and all applicable requirements of federal, state, and City statutes, ordinances, and regulations in effect during the term of this Permit. Further, Permittee shall comply with all applicable requirements imposed on the Airport by federal law to ensure that the Airport's eligibility for federal money or for participation in federal aviation programs is not jeopardized. This Permit is subordinate to the City's grant assurances and federal obligations.

17. No Exclusivity. The privileges granted under this Permit are not exclusive to Permittee. City has the right to grant to others any right or privilege on the Airport.

18. Assignment. The privileges granted under this Permit are personal to Permittee and may not be assigned by Permittee.

19. No Joint Venture. City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises or elsewhere at the Kenai Municipal Airport.

20. No Waiver. Failure to insist upon a strict compliance with the terms, conditions, and requirements herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.

21. Personalty. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personal property of Permittee or of its customers.

22. Termination; Default. This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety or due to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

23. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within 30 days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

24. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within 90 days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three consecutive weeks not more than 30 days nor less than seven days before the time of the auction.

25. Definitions. As used in this Permit, "Permittee" means Everts Air Fuel, Inc. and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 8, 2025

SUBJECT: **Action/Approval** - Special Use Permit to United Parcel Service Co., Inc. for use of 4,000 Square Feet of Apron Space for Aircraft Loading and Parking.

United Parcel Service Co., Inc. is requesting a Special Use Permit for approximately 4,000 square feet of apron space for aircraft loading and parking. The Special Use Permit will be effective for one year from July 1, 2025 to June 30, 2026.

United Parcel Service Co., Inc. has submitted the Special Use Permit application and paid the fee. United Parcel Service is current in all fees owed to the City and a current Certificate of Insurance is on file. Administration recommends approval.

The Airport Commission reviewed the request at the June 12, 2025 Commission meeting and recommended Council approval.

Your support for a Special Use Permit to United Parcel Service Co., Inc. is respectfully requested.

Attachments- Application, Exhibit A, Special Use Permit



City of Kenai Special Use Permit Application

Application Date: 06/04/2025

Applicant Information

Name of Applicant:	UPSCO United Parcel Service						
Mailing Address:	[REDACTED]	City:	Anchorage	State:	AK	Zip Code:	99502
Phone Number(s):	Home Phone: ([REDACTED])		Work/ Message Phone: ([REDACTED])				
E-mail: (Optional)	[REDACTED]						
Name to Appear on Permit:	UPSCO United Parcel Service						
Mailing Address:	[REDACTED]	City:	Anchorage	State:	AK	Zip Code:	99502
Phone Number(s):	Home Phone: () [REDACTED]		Work/ Message Phone: () [REDACTED]				
E-mail: (Optional)	[REDACTED]						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other						

Property Information

Legal or physical description of the property: [REDACTED]

Description of the proposed business or activity intended: Small package sorting and dispatch.

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

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

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

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

Requested Starting Date: 07/01/2025

Signature:		Date:	06/04/2025
Print Name:	Tyler McNeese	Title:	Business Manager

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

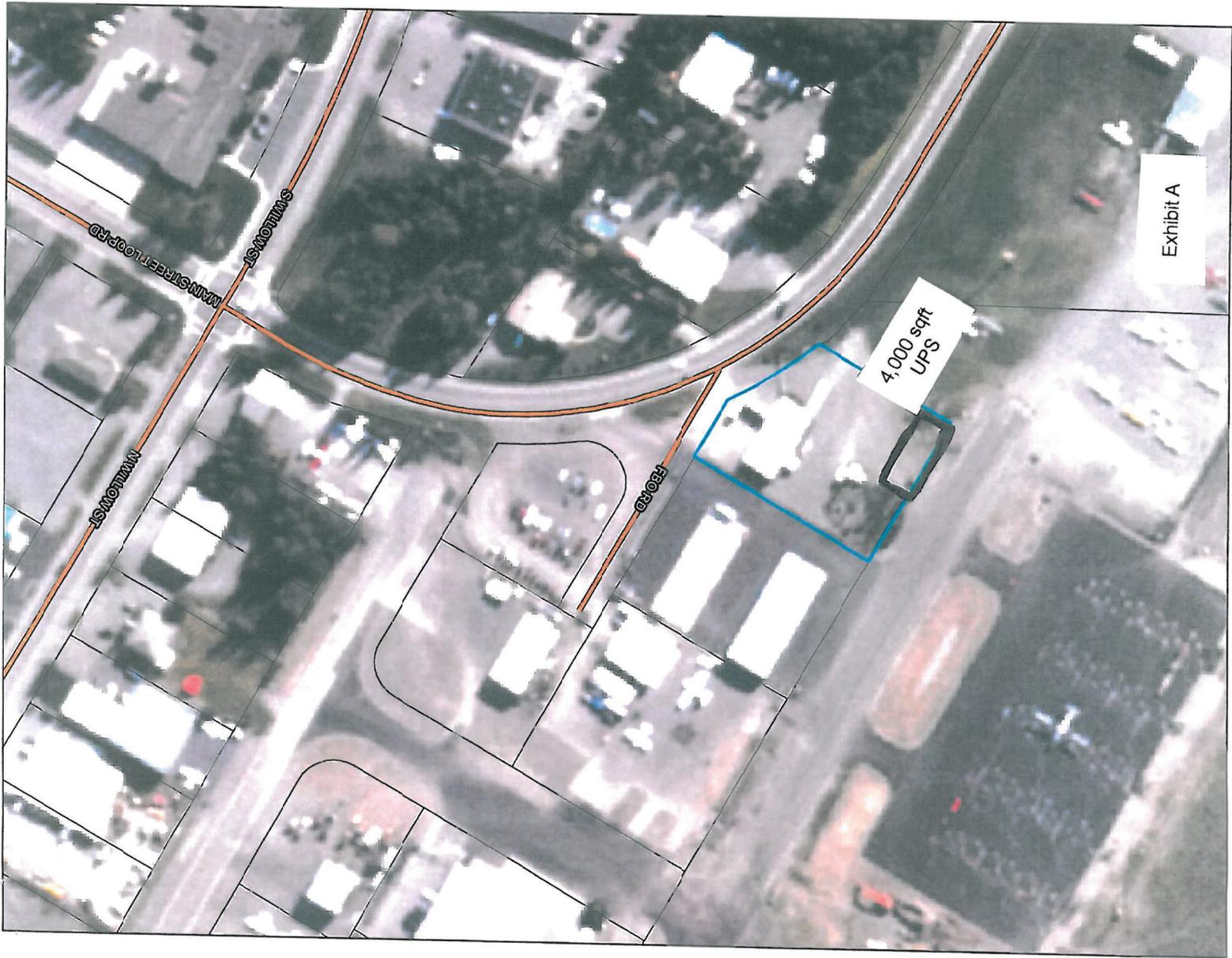


Exhibit A

4,000 sqft
UPS

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **UPSCO United Parcel Service Co., Inc.** (Permittee), whose address is _____ a Special Use Permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 4,000 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2025 and ending on June 30, 2026. Regardless of the date of signature, this Permit shall be effective as of July 1, 2025.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:
 - A. **Permit:** Permittee shall pay a monthly fee of \$466.67 (\$1.40/SF/Year) plus applicable sales tax. *Adjusted for the City of Kenai Schedule of Rates, Charges, and Fees for Fiscal Year 2026.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of one hundred dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

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

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

Aircraft Loading and Parking.

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

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

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

Permittee acknowledges that the use granted herein is subject to the Kenai Municipal Code and municipal regulations governing the Kenai Municipal Airport and as those laws and regulations may be amended from time to time.

Solicitation of donations or operation of a business or other commercial enterprise not contemplated by this Permit is prohibited without the written consent of City.

No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the Airport other than that specifically designated for that purpose by the Airport Manager or designated representative. The Airport Manager or designated representative reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety

of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

6. Inspection. The Federal Aviation Administration (FAA) and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, the Premises as well as any and all equipment used by the Permittee under this Permit.

7. Coordination with Airport Management. Permittee shall coordinate all activities on the Airport with Airport Management, or a designated representative, and shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee.

8. Radio Transmitting Equipment. Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

9. Insurance. Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.

A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must include an endorsement under which the insurer extends coverage to Permittee's fuel handling activities. The policy must name the City as an additional insured.

B. Worker's compensation insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.

C. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the Permittee uses on the Airport. The policy must name the City as an additional insured.

D. All insurance required must meet the following additional requirements:

i. All policies will be by a company/corporation currently rated "A-" or

better by A.M. Best.

- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2025. The effective date of the insurance shall be no later than July 1, 2025.

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

10. Assumption of Risk. Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the Airport. Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on and access to the Kenai Municipal Airport and its exercise of the privileges granted in this Permit.

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City's staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with or arising from or out of Permittee's activities on or use of the Premises, Permittee's access to the Kenai Municipal Airport, and/or Permittee's

exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.

12. Hazardous Substances and Materials. Permittee shall conform and be subject to the requirements of 14 CFR § 139.321 regarding the handling and storage of hazardous substances and materials.

13. No Discrimination. Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

14. Licenses and Permits. Permittee shall obtain and maintain all required federal, state, and local licenses, certificates, and other documents required for its operations under the Permit. Permittee shall provide proof of compliance to City upon request by the City.

15. Compliance with Law/Grant Assurances. This Permit, and Permittee's activities conducted under this Permit, is subject to all executive orders, policies and operational guidelines and all applicable requirements of federal, state, and City statutes, ordinances, and regulations in effect during the term of this Permit. Further, Permittee shall comply with all applicable requirements imposed on the Airport by federal law to ensure that the Airport's eligibility for federal money or for participation in federal aviation programs is not jeopardized. This Permit is subordinate to the City's grant assurances and federal obligations.

16. No Exclusivity. The privileges granted under this Permit are not exclusive to Permittee. City has the right to grant to others any right or privilege on the Airport.

17. Assignment. The privileges granted under this Permit are personal to Permittee and may not be assigned by Permittee.

18. No Joint Venture. City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises or elsewhere at the Kenai Municipal Airport.

19. No Waiver. Failure to insist upon a strict compliance with the terms, conditions, and requirements herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.

20. Personality. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25.00 per day. The City of Kenai is not responsible for any damage to or theft of any personality of Permittee or of its customers.

21. Termination; Default. This Permit may be terminated by either party hereto by giving thirty (30) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than thirty (30) days, to protect public health and safety or due to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

22. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within thirty (30) days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten (10) days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

23. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within ninety (90) days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three (3) consecutive weeks not more than thirty (30) days nor less than seven (7) days before the time of the auction.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: May 29, 2025

SUBJECT: **Workplan 2025 - Parks and Recreation Commission**

The Beatification Commission met on April 3rd, 2025, and voted on its annual work plan goals. The Commission voted on 4 individual goals, and the Administration supports all 4 goals.

INTRODUCTION

This area should include a brief description of the overall purpose of the commission. *Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.*

Instructions: In the space provided below, create a list of issues and goals (objectives) your commission would like to address in the upcoming year, your list should also include plans on how to address those issues. Each objective listed should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority.

 GOAL OR OBJECTIVE	 COLLABORATION	 FUNDING RESOURCES	 TIME TO COMPLETE
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Objective No. 01 Objective: Tour Parks & Trails Twice Annually Estimated Time to Complete: 8 Hours

Strategy: (Provide a summary of tasks which need to be done to obtain the objective.)

The Parks & Recreation Commission will tour the City's parks, trails, and recreation facilities twice a year with the Parks & Recreation Department. These tours will highlight accomplishments, goals, and provide an opportunity for the Commission to offer recommendations on capital improvements and master plans. Transportation will be provided by the Department, as available.

Narrative: (Describe the benefits to the residents and visitors of the City.)

This objective will allow the Commission to effectively support 19.05.010 and 19.05.020 and adequately advise the Council and administration on issues involving the City's parks and recreational facilities.

Collaboration: (Who needs to be involved to obtain the objective?)

Parks & Recreation Department

Funding: (Are funds available, or is funding needed in a future budget?)

N/A

INTRODUCTION

This area should include a brief description of the overall purpose of the commission. *Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.*

Instructions: In the space provided below, create a list of issues and goals (objectives) your commission would like to address in the upcoming year, your list should also include plans on how to address those issues. Each objective listed should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority.

			
GOAL OR	COLLABORATION	FUNDING RESOURCES	TIME TO COMPLETE
OBJECTIVE Objective No. 2 Objective:	Capital Improvement Plan (CIP) Work Session Twice Annually		Estimated Time to Complete: 4 Hours

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

The Parks & Recreation Commission will collaborate with the Parks & Recreation Department to hold CIP Work Sessions twice a year (spring and fall), following the parks, trails, and recreation facilities tours. These sessions will review the status, progress, and accomplishments of existing capital improvements, while providing an opportunity for the Commission to offer recommendations on new or ongoing projects

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

This objective will allow the Commission to effectively support 19.05.010 and 19.05.020 and adequately advise the Council and administration on issues involving the City's parks and recreational facilities.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Parks & Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

N/A

INTRODUCTION

This area should include a brief description of the overall purpose of the commission. *Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.*

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 GOAL OR	 FUNDING RESOURCES	 TIME TO COMPLETE
OBJECTIVE <u>Objective No. 3</u>	<u>Objective: Development of Long-Term Goals</u>	<u>Estimated Time to Complete: 4 Hours</u>

Strategy: (Provide a summary of tasks which need to be done to obtain the objective.)

Based on other objectives previously identified by the Parks & Recreation Commission (Commission), and in the support of 19.05.02 they will work in collaboration with the Parks & Recreation Department (Department) to support and review master plan development

Narrative: (Describe the benefits to the residents and visitors of the City.)

The Commission acts as an intermediary between the public, the Department, Council, and Administration, conveying public feedback in an organized manner. This approach allows the Commission to effectively represent diverse community perspectives, provide expertise, maintain regular communication with the Department, ensure accountability and transparency with Council, and enhance community engagement. This is supported by 1.95.050.01

Collaboration: (Who needs to be involved to obtain the objective?)

Parks & Recreation Department

Funding: (Are funds available, or is funding needed in a future budget?)

N/A

INTRODUCTION

This area should include a brief description of the overall purpose of the commission. *Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.*

Instructions: In the space provided below, create a list of issues and goals (objectives) your commission would like to address in the upcoming year, your list should also include plans on how to address those issues. Each objective listed should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority.

			
GOAL OR		FUNDING RESOURCES	TIME TO COMPLETE
OBJECTIVE No. 4	Objective: Development of a unique work plan goal for FY26		Estimated Time to Complete: 4 Hours

Strategy: (Provide a summary of tasks which need to be done to obtain the objective.)

Develop a unique, one-time goal that addresses an emerging need or opportunity within the City's parks, trails, or recreation facilities. This initiative will be focused on innovation, community impact, and long-term sustainability, and should be developed during 2025 and implemented in 2026. The goal will be selected collaboratively by the Commission based on current trends, community feedback, and available resources, and will contribute to enhancing the overall quality of life for City residents.

Narrative: (Describe the benefits to the residents and visitors of the City.)

By developing a one-time, innovative initiative in 2025 for FY26, the Commission will use Goals 1-3 to identify this unique goal and structure their work plan throughout their meetings in 2025. This is supported by 1.95.050.020

Collaboration: (Who needs to be involved to obtain the objective?)

Parks & Recreation Department, Parks and Recreation Commission, Beautification Commission, and Community members

Funding: (Are funds available, or is funding needed in a future budget?)

N/A



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: May 29, 2024

SUBJECT: **Workplan 2025 - Beautification Commission**

The Beatification Commission met on May 13, 2025, and voted on its annual work plan goals. The Commission voted on 5 individual goals, and the Administration supports all 5 goals.

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

The purpose of the Beautification Commission is to advise the Council and Administration on enhancing the appearance of the City

Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.

Instructions: In the space provided below, identify an issue or goals (objective) your commission would like to address in the upcoming year, the information provided should include plans on how to address those issues. This item should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority (objective number).



Objective No. **1** Objective: **Parks and Garden Tour** Estimated Time to Complete: **3 hours**

Strategy: (Provide a summary of tasks which need to be done to obtain the objective.)

Tour of Gardens and Parks with a focus on landscaping (plant, shrubs, beds, & ext) and beautification of parks. The hope would be to do this tour annually during the month of August when most of the plants and flowers and in full bloom

Narrative: (Describe the benefits to the residents and visitors of the City.)

Determine if updates or changes and needed to improve the beautification of The City of Kenai.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Beautification Commission and the Parks and Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

none, the tour would happen as a regular schedule meeting or work session.

INTRODUCTION

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Objective No. **2** Objective: **Winter Tour** Estimated Time to Complete: **3 hours**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

Tour of the City's winter beautification areas and static displays. This tour would work best to have a Annual Work Session in December.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

determine if updates or changes and needed to improve the beautification of The City of Kenai during the Winter Months.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Beautification Commission and the Parks and Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

none, the tour would happen as a regular schedule meeting or work session.

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

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GOAL OR OBJECTIVE

COLLABORATION

FUNDING RESOURCES

TIME TO COMPLETE

Objective No. **3** Objective: **Lief Hansen Memorial Fountain**

Estimated Time to Complete: **3 hours**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

Provide input on the redesign of the Lief Hansen Memorial Fountain and immediate surrounding area.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

To enhance the beauty of the Leif Hansen Memorial Park with the Fountain as the center piece.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Beautification Commission and the Parks and Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

There is a current project for FY26 that the Parks department is submitting to fix up the fountain.

INTRODUCTION

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Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.

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Objective No. **4** Objective: **City Wide Murals** Estimated Time to Complete: **n/a**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

It's the goal of the commission to continue discussion and seek community input in collaboration with the Kenai's arts partners to design and produce artistic murals within the city.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

To enhance the beauty of the City of Kenai

Collaboration: *(Who needs to be involved to obtain the objective?)*

Beautification Commission and the Parks and Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

Depending on pricing there may be a special project submitted in future budgets

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

The purpose of the Beautification Commission is to advise the Council and Administration on enhancing the appearance of the City

Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.

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Objective No. **5** Objective: **Banners and Static Displays** Estimated Time to Complete: **n/a**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

It's the goal of the commission to be a consulting body to the city departments on the development, improvement, design and aesthetics of new or improved static displays, light pole displays, light pole banners and other displays around the city.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

To enhance the beauty of the City of Kenai and give the public a chance to give feedback on future designs

Collaboration: *(Who needs to be involved to obtain the objective?)*

Beautification Commission and the Parks and Recreation Department

Funding: *(Are funds available, or is funding needed in a future budget?)*

N/A



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3479-2025**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT IMPROVEMENTS CAPITAL PROJECT FUND, ACCEPTING A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AND AWARDED A PROFESSIONAL SERVICES AGREEMENT FOR THE KENAI MUNICIPAL AIRPORT MASTER PLAN.

WHEREAS, the existing Airport Master Plan update commenced in 2013 and was finalized in August 2017; and,

WHEREAS, all of the projects that the City identified as high priorities are either completed or in progress; and,

WHEREAS, a current master plan is required in order to receive Airport Improvement Program entitlement funds and compete for discretionary funding; and,

WHEREAS, the Phase 2 grant offer is for \$907,293, requiring a local share of \$47,753 for a total project cost of \$955,046; and,

WHEREAS, the cost share for this agreement will be at the 95.00% Federal Aviation Administration and 5.00% City share; and,

WHEREAS, \$62,500 was previously appropriated in the Airport Improvement Capital Projects Fund for Phase 2; and,

WHEREAS, a contract will be awarded to HDL under the Airport's Architectural/Engineering & Construction Management Services for Kenai Municipal Airport Capital Improvement Projects Professional Services Term Agreement that expires March 31, 2028 in the amount of \$945,046; and,

WHEREAS, a new master plan will review the Airport existing facilities, passenger and cargo traffic, and Kenai's role in the transportation system; and,

WHEREAS, the plan will provide the City with a development plan for 5 years and an outlook to 20 years based on up-to-date data by comparing current facility conditions against reasonable future demands; and,

WHEREAS, Phase 2 includes an emerging trends report, alternatives development and evaluation, environmental overview, an implementation plan, financial plan; and airport layout plan; and,

WHEREAS, the master plan will provide the data to apply for grants; and,

WHEREAS, completion of a Master Plan and acceptance of this grant is in the best interest of the City.

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

Section 1. That the City Manager is authorized to accept a grant from the Federal Aviation Administration in the amount of \$907,293 and expend the funds in accordance with the provisions of the grant.

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

Airport Improvements Capital Projects Fund:

Increase Estimated Revenues –	
Appropriation of FAA Grant Funds	<u>\$907,293</u>
 Increase Appropriations –	
Professional Services	\$897,293
City Administration	<u>10,000</u>
	<u>\$907,293</u>

Section 3. That the City Manager is authorized to enter into a professional services agreement with HDL in the amount of \$945,046, for completion of the Kenai Municipal Airport Master Plan Phase 2.

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 2ND DAY OF JULY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced:	June 18, 2025
Enacted:	July 2, 2025
Effective:	July 2, 2025



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: June 09, 2025

SUBJECT: **Ordinance No. 3479-2025** - Increasing Estimated Revenues and Appropriations in the Airport Improvements Capital Project Fund, Accepting a Grant from the Federal Aviation Administration and Awarding a Professional Services Agreement for the Kenai Municipal Airport Master Plan.

The purpose of this memo is seeking the approval of the City Council to accept a grant offer for the Airport Improvement Program, project number **3-02-0142-079-2025**, from the Federal Aviation Administration for **\$907,293** to complete **Phase 2** of a new airport master plan. This represents **95.00%** of projected costs and requires a local match of **\$47,753 (5.00%)** for a total project cost of **\$955,046**. \$62,500 was previously appropriated in the FY2025 budget for local match use in the Airport Improvements Capital Project Fund.

This plan will provide the City with a development plan for 5 years and an outlook to 20 years based on up-to-date data by comparing current facility conditions against reasonable future demands. The purpose of the project is to inventory the airport condition, scope future needs, forecast current and future aviation activity, perform planning level analysis for future improvements, and update the Airport Master Plan document to provide a plan that meets the needs of the City, airport users, and the flying public.

Phase 2 includes continued public involvement, alternatives analysis and evaluation, financial plan, and an Airport Capital Improvement Plan. The project will also update the Airport Layout Plan (ALP) to reflect the results of the master planning process. Phase 2 work will be based on the findings of Phase 1 and the conditions and needs assessment. It will also include an emerging trends report. The aviation industry is always evolving, and these changes affect the size, quantity, and type of airport facilities needed to accommodate future demand. The evaluation will look at the airport's current sustainability practices and provide recommendations. An implementation plan for recommended improvements, based on the analysis of alternatives and comments received will be provided. This plan will be broken down to specific project elements such as taxiway or runway. Furthermore, phases will be provided to include short, medium, and long-term projects.

A contract will be awarded to HDL under the Airport's Architectural/Engineering & Construction Management Services for Kenai Municipal Airport Capital Improvement Projects Professional Services Term Agreement that expires March 31, 2028 in the amount of **\$945,046**.

Council's support is respectfully requested.



**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MAY 28, 2025 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
VICE CHAIR EARSLEY, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on May 28, 2025, in City Hall Council Chambers, Kenai, AK. Vice Chair Earsley called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

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

2. Roll Call

There were present:

Sonja Earsley, Vice chair
Glense Pettey
Stacie Krause

Jeanne Reveal
Gwen Woodard
Diane Fikes

A quorum was present.

Absent:

Jeff Twait, Chair

Also in attendance were:

Kevin Buettner, Planning Director
Victoria Askin, City Council Liaison
Michelle Saner, City Clerk

3. Approval of Agenda and Consent Agenda

Vice Chair Earsley noted the following addition to the Packet:

Add to Item F. 1.

Public Hearing - Resolution PZ2025-18

- Public Comment

MOTION:

Commissioner Woodard **MOVED** to approve the agenda and consent agenda with the requested revisions. Commissioner Fikes **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.

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

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

B. APPROVAL OF MINUTES

- 1. *Regular Meeting of May 14, 2025

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS

- 1. **Resolution No. PZ2025-20** - Recommending Approval of Preliminary Plat – Ward Estates Addition No. 2, a for a subdivision of Government Lot 16 and SE1/4 SW1/4 NE1/4 SE1/4 & SE1/4 NE1/4 SE1/4, Section 26, Township 6 North, Range 12 West, Seward Meridian to the Kenai Peninsula Borough, in the Rural Residential (RR) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-20. Commissioner Fikes **SECONDED** the motion.

Planning Director Buettner read into the record the staff report as included in the packet and attached to Resolution No. PZ2025-20; concluding that staff recommends approval of the preliminary plat for Wellsway Estates with conditions.

There was discussion regarding Wells Way currently being an unmaintained, undeveloped right-of-way; it functions as a driveway to existing residence, only serving two residences; no immediate road upgrades are required; future development may trigger the need for road improvements; and questions related to the responsible party for snow removal and signage.

VOTE:

YEA: Pettey, Fikes, Earsley, Krause, Woodard, Reveal

NAY: None

ABSENT: Twait

MOTION PASSED WITHOUT OBJECTION.

F. PUBLIC HEARINGS

- 1. **Resolution No. PZ2025-18** - Consideration of a Conditional Use Permit to Operate a Retail Marijuana Store on the Property Described as Cole Homestead Subdivision Tract A Located at 7825 Kenai Spur Hwy, in the General Commercial Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-18. Commissioner Fikes **SECONDED** the motion.

Planning Director Buettner read into the record the staff report as included in the packet and attached to Resolution No. PZ2025-18; concluding that staff recommends approval of the conditional use permit.

Vice Chair Earsley opened the floor for public hearing.

Michael Welch, applicant stated he purchased the building and made renovations, and noted he has owned and operated another retail store on K-Beach Road since 2020.

The applicant provided clarification that the K-Beach establishment is a marijuana establishment; this property before the Commission was originally purchased with the intent of a growing operation; since

growing is not allowed on a parcel so small, plans changed to a retail store; and he clarified that there would be no cultivation whatsoever on at this location.

Staff provided clarification the largest buffer distance requirements were related to schools; there was not a buffer distance required between specific types of marijuana establishments; and the City did not establish a maximum number of marijuana establishments allowed within the City.

Reed Knackstedt, Kenai resident addressed the Commission in opposition to retail marijuana stores and marijuana cultivation, noting concerns with the proximity of this store to his home and the school; felt the City and Borough should have more regulations on the matter; and he would rather not see this approved.

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

At the request of the Commission the applicant clarified that hours of operation are intended to be 8:00 a.m. to 10:00 p.m. during the winter and spring; summer hours would be 8:00 a.m. to Midnight.

VOTE:

YEA: Fikes, Earsley, Krause, Pettey

NAY: Woodard, Reveal

ABSENT: Twait

MOTION PASSED.

Vice Chair Earsley noted the 15-day appeal period.

G. UNFINISHED BUSINESS

1. **Discussion** - Aspen Creek, 701 N. Forest Drive CUP

Planning Director Buettner provided an update noting the traffic count was not yet complete; the plan is to conduct at least three spot traffic counts; each count will last about an hour; landscape contractors were on-site finalizing work; internal construction is reportedly complete; and a more detailed report will be provided at the next meeting.

H. NEW BUSINESS

1. ***Action/Approval** - Requesting Excused Absences for the May 14, 2025 Regular Meeting – Pettey

Approved by the consent agenda.

I. REPORTS

1. Planning Director - Planning Director Buettner reported on the following:
 - Preliminary work on a high-level existing condition report on transportation in Kenai is underway.
 - Hazard Mitigation Plan is on hold due to changes in FEMA requirements and lack of available funding.
2. Commission Chair - No report.
3. Kenai Peninsula Borough Planning - No report.
4. City Council Liaison – Council Member Askin reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENT – None.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: The June 11, 2025 meeting was cancelled, next meeting was scheduled for June 25,2025.

L. COMMISSION COMMENTS AND QUESTIONS

General appreciation was stated for the thoroughness of staff.

M. PENDING ITEMS - None.

N. ADJOURNMENT

O. INFORMATIONAL ITEMS - None.

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 7:49 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of May 28, 2025.

Michelle M. Saner, MMC, City Clerk

DRAFT

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: June 9, 2025
SUBJECT: **Airport Mid-month Report May 2025**

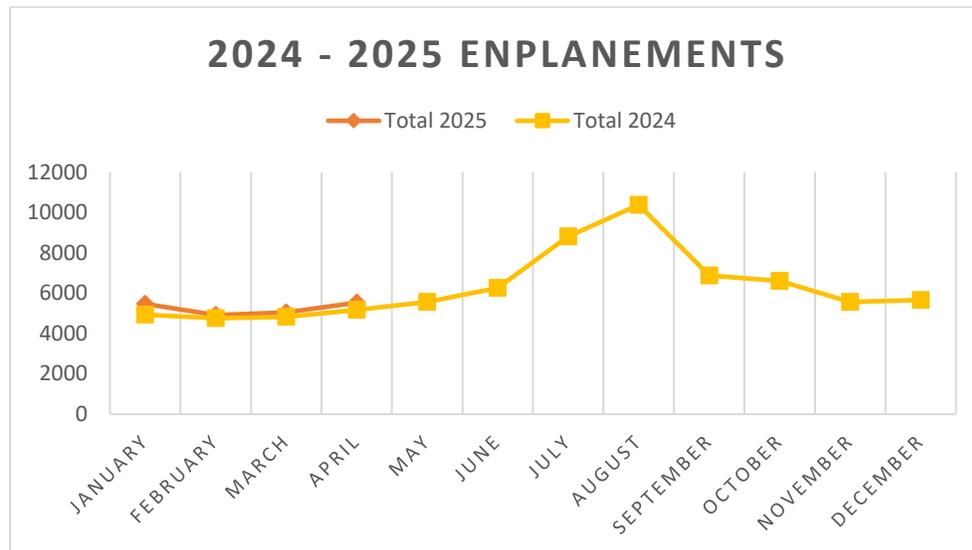
Airport administration attended the Great Alaskan Aviation Gathering from May 2nd to May 4th, to connect with aviation professionals, explore the latest industry innovations, and promote the airport’s ongoing initiatives. The primary goal was to promote the Air Fair with aviation enthusiasts from all over Alaska. The event provided valuable opportunities to network with vendors, pilots, and other airport representatives. Attending the gathering also allowed Kenai to showcase local aviation developments including the Airport Master Plan.

The Airport opened up the Float Plane Basin Runway 2W/20W for the season. It serves as a stop between Anchorage and Homer and will be open until early October.



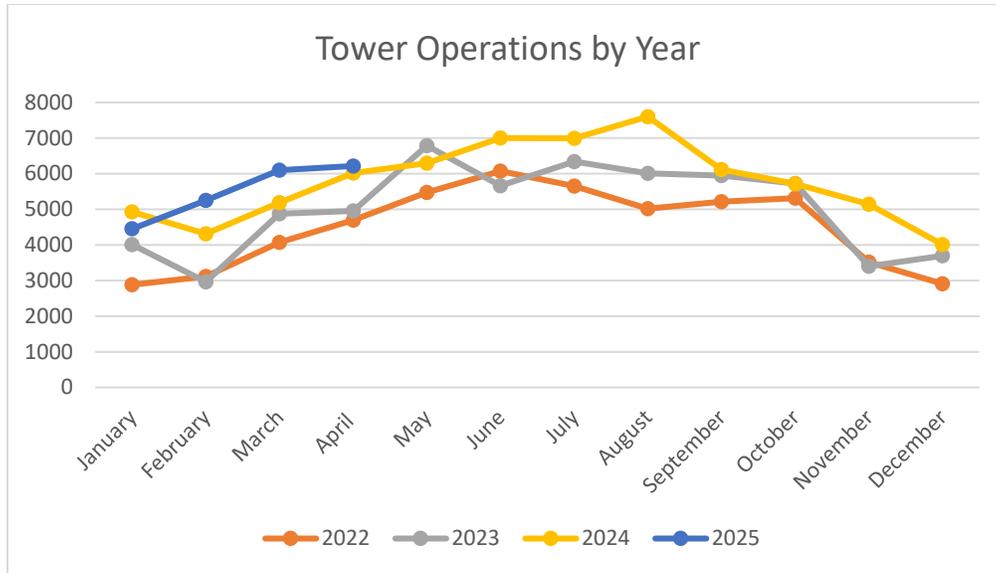
ENA Airline Enplanements

Month	Grant 2025	Kenai 2025	Grant 2024	Kenai 2024	Total 2025	Total 2024	Change from 2024 to 2025
January	4466	1003	3218	1719	5469	4937	532
February	4001	917	3207	1553	4918	4760	158
March	3973	1072	3508	1325	5045	4833	212
April	4464	1071	3847	1326	5535	5173	362
May			4024	1546		5570	
June			4635	1624		6259	
July			6585	2231		8816	
August			7584	2798		10382	
September			5291	1583		6874	
October			5090	1528		6618	
November			4301	1267		5568	
December			4338	1321		5659	
Total	16904	4063	55628	19821	20967	75449	1264



Tower Operations

Year	2022	2023	2024	2025
January	2882	4009	4927	4451
February	3117	2965	4313	5250
March	4069	4874	5192	6099
April	4697	4957	6022	6215
May	5472	6786	6297	
June	6072	5660	6998	
July	5654	6337	6991	
August	5020	6007	7602	
September	5215	5950	6118	
October	5312	5724	5710	
November	3517	3404	5140	
December	2907	3699	4010	
Total	53934	60372	69320	22015





KENAI

City of Kenai - Animal Control | 510 N. Willow St, Kenai, AK 99611 | 907.283.7353 | www.kenai.city

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Juliana Scherma, Animal Control Chief
DATE: June 2nd, 2025
SUBJECT: May 2025 Monthly Report

This month the Kenai Animal Shelter took in 29 animals.

DOGS:				
	INTAKE	15	DISPOSITION	17
	Waiver	3	Adopted	11
	Stray	4	Euthanized	0
	Impound	6	Claimed	6
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0
	Transfer In	2		
CATS:				
	INTAKE	9	DISPOSITION	11
	Waiver	7	Adopted	11
	Stray	2	Euthanized	0
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0

OTHER ANIMALS:				
	INTAKE	3	DISPOSITION	3
	Rooster	1	Rooster	1
	Ferret	2	Ferret	2
	DOA:	2	OTHER STATISTICS:	
	Dog	0	Licenses (City of Kenai Dog Licenses)	43
	Cat	2	Rabies Clinic	0
	Rabbit	0		
	Bird	0		

- 8 Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 40 Field Investigations & patrols
- 1 Pet Food Bank Request
- 0 Volunteer Hours Logged
- 6 Citations
- 0 Educational Outreach
- 40 Microchips

Total Animal Contacts:

- 6 Animals are *known* borough animals
- 17 Animals are *known* City of Kenai
- 5 Animals are *known* City of Soldotna
- 1 Animals are *unknown* location

Statistical Data:

- 231 2023 YTD Intakes
- 198 2024 YTD Intakes
- 139 2025 YTD Intakes

Two Animal Control Officers attended the Alaska Animal Control Association Conference up in Anchorage. The conference was a great way for staff to learn about local resources and network with different statewide organizations. The Animal Shelter was also able to provide personnel and resources in support of the local spay/neuter clinic that took place at the end of the month.





KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: June 10, 2025

SUBJECT: **Finance Department Mid-Month Report – May 2025**

With the passage of the FY26 Budget at the June 4th Council Meeting, the department has been making changes and compiling the document for printing. The document is expected to be available for distribution the week of the 16th.

Then the Department's will switch it's focus to closing FY25 and preparing of the City's Annual Comprehensive Financial Report. This process includes closing of the FY25 financial records, fiscal year end grant reporting and finally financial statement preparation.

The 2025 Personal Use Fishery is quickly approaching and we will be working to assist Parks and Recreation staff to train seasonal employees to work in the dipnet shacks.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Jay Teague, Fire Chief

DATE: June 10, 2025

SUBJECT: Fire Department Mid-Month Report – March.

May	2024	2025	% change
Month totals	104	111	+6.7%
EMS	81	84	+4.9%
All Other	23	26	+13%
Year Total	631	609	-3.5%

Total training hours:

- Total recorded hours- (387)

Special Topics/external training

- All shifts completed annual ARFF Live Fire Training
- Boat 1 Training on Inlet for new crew
- Operations training for new fire personnel
- Coast Guard Boat Certification Training

Upcoming training/events

- Prep for Airport’s Air Fair on 6/14/2025
- Coast Guard Water Operations Training (Ongoing)
- Preparing for Tri-Annual Airport Drill

Projects/Grants/Misc:

- Still waiting for awarding of AFG grant.
- Have not received SEMT Final Payments.

- FIRST DUE RMS Integration almost complete (Fully online goal of July 1)
- New HandTevy Platform has been designed for KFD and is in testing now.
- Enstar conducting line purges in Old Town area beginning June 17th/18th

Budget/Misc:

- New Firefighter, Scott Butler has started.
- Fire Marshal completed scheduled inspections for month of May.
- Offers going out to three candidates for filling newly authorized firefighter positions.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: June 10, 2025
SUBJECT: **Human Resources Activity – May 2025**

Recruitment

Human Resources worked with the Police Department to recruit and offer a position to an experienced Public Safety Dispatcher and begin recruitment for a Police Officer. The Senior Center posted a recruitment for a driver vacancy. The Planning Department began recruitment for a part-time Planning Administrative Assistant II. Parks and Recreation recruited for a Recreation Center Attendant and Temporary Personal Use Fishery positions. The Parks and Recreation Maintenance Workers were onboarded and began working for the summer.

Safety

There were two accident reports submitted in May, one resulted in a workers compensation claim.

Special Projects

Human Resources continues to work with Administration to develop written Human Resources policies and procedures that support and align with Kenai Municipal Code. Having clear policies and procedures will help to provide consistent guidance to employees, ensuring that expectations, responsibilities, and processes are understood across all departments.

The Human Resources Director attended the Workhuman Live Conference in Denver.

MEMORANDUM

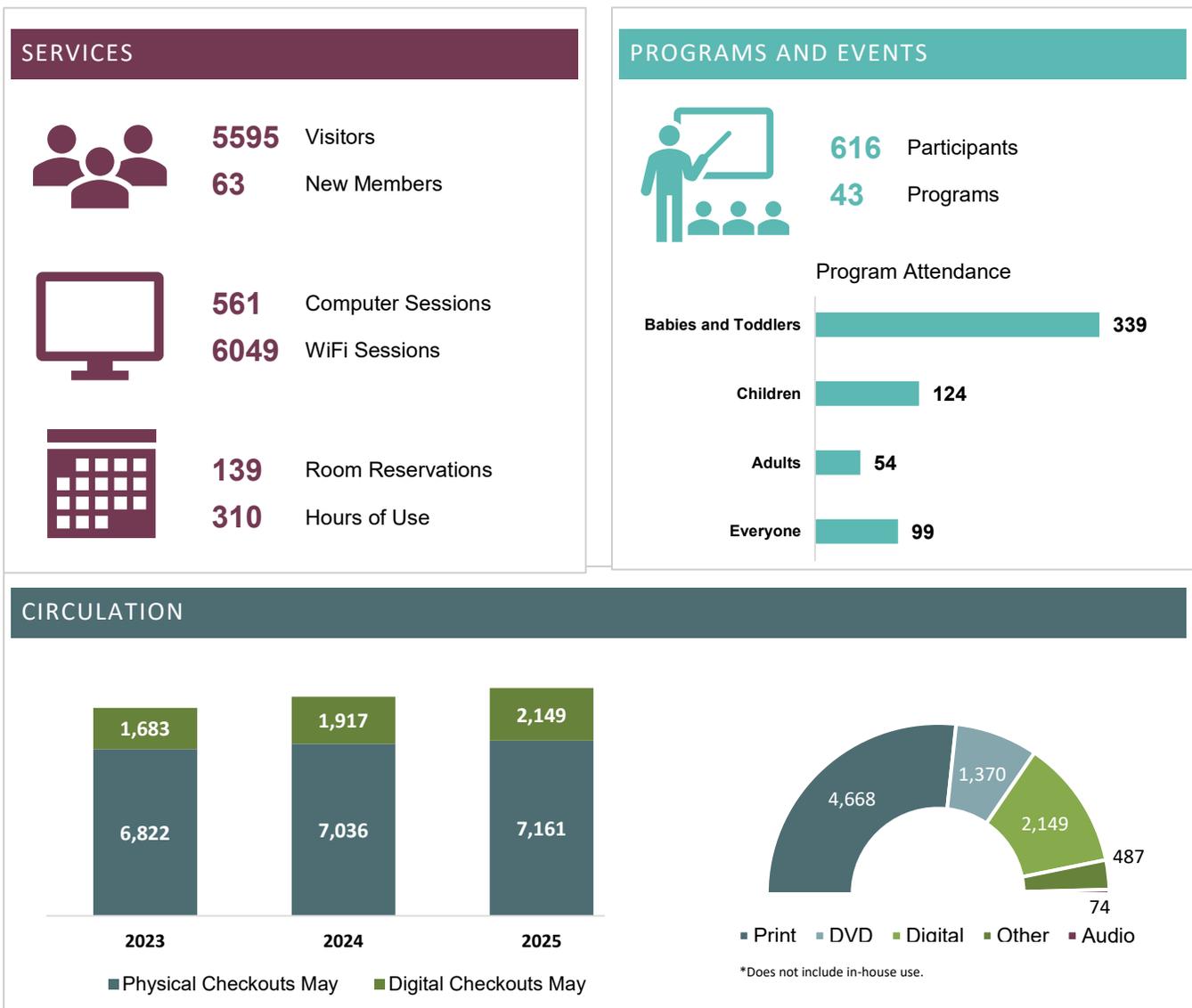
TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Katja Wolfe, Library Director

DATE: June 3, 2025

SUBJECT: **Library Report for May 2025**





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Kevin Buettner, Planning Director
DATE: June 10, 2025
SUBJECT: **Planning and Zoning – May 2025 Monthly Report**

General Information

The Planning and Zoning Department has been engaged with the development of a presentation for the City of Kenai for the CDC's Walkability Action Institute Kenai Peninsula group. Code Enforcement remains a centerpiece of the department, as we strive to ensure full compliance with the new policies. The department is considering development of a citywide transportation plan to position the City for current and future grant funding opportunities. The Planning and Zoning Department has also been active in the City working group for the Airport Master Plan, guiding development at the Kenai Municipal Airport into the future.

Department Summary

Lands & Leases:

- Continued updating of P/W water and sewer map
- Continued cleaning up Zoning map
- Continued reviewing and itemizing of leases
- Discussed plats, easements and leases with various departments, surveyors and members of the public
- Negotiated City Lands Appraisal Bid
- Worked with Borough Planning to correct GIS errors within City limits

Planning & Zoning:

- See attached report.

Code Enforcement and Compliance

In May, Planning and Zoning received two (2) complaints, one (1) of which was unfounded. Six (6) cases were closed. Cumulatively, there are a total of eight (8) still open cases for 2024, six (6) for 2025. Staff continues to work to stay up to date with Code Enforcement, and work with property owners to bring their properties into compliance with Kenai Municipal Code.

See attached report for the current case breakdown and statuses.

Planning and Zoning Commission

Two (2) public meetings and a Work Session were held in the month of May with the following actions/recommendations.

PZ2025-17 – Denying a Conditional Use Permit to Develop and Operate an 82-Unit Indoor Heated Storage Facility on the Property Described as Lot 1 BLK 2 of Mommsens Sub Replat Addn No 1, Addn No 2, Located at 1001 Third Street, in the Urban Residential (RU) Zoning District.

PZ2025-18– Approving a Conditional Use Permit to Operate a Retail Marijuana Store on the Property Described as Cole Homestead Subdivision Tract A Located at 7825 Kenai Spur Hwy, in the General Commercial Zoning District.

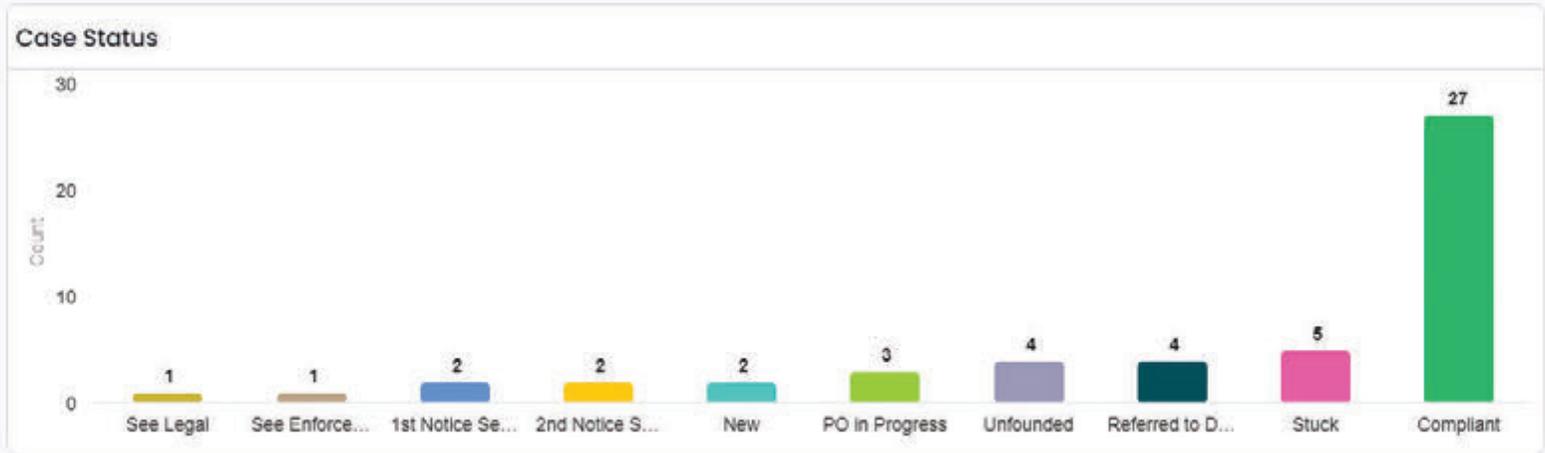
PZ2025-19 – Recommending Approval of Preliminary Plat – Kenai Meadows Addition No. 2, a subdivision of Tract A and Lots 3 & 4, Kenai Meadows Addition No.1, in the Rural Residential (RR) Zoning District. Commissioner Joe Halstead stepped down from the Planning & Zoning Commission, with his last day being March 26th. During the April 23rd meeting, Jeanne Reveal joined the Commission. Jeff Twait was elected chair, and Sonja Earsley stepped into the Co-Chair position.

PZ2025-20 – Recommending Approval of Preliminary Plat – Ward Estates Addition No. 2, a for a subdivision of Government Lot 16 and SE1/4 SW1/4 NE1/4 SE1/4 & SE1/4 NE1/4 SE1/4, Section 26, Township 6 North, Range 12 West, Seward Meridian to the Kenai Peninsula Borough, in the Rural Residential (RR) Zoning District.



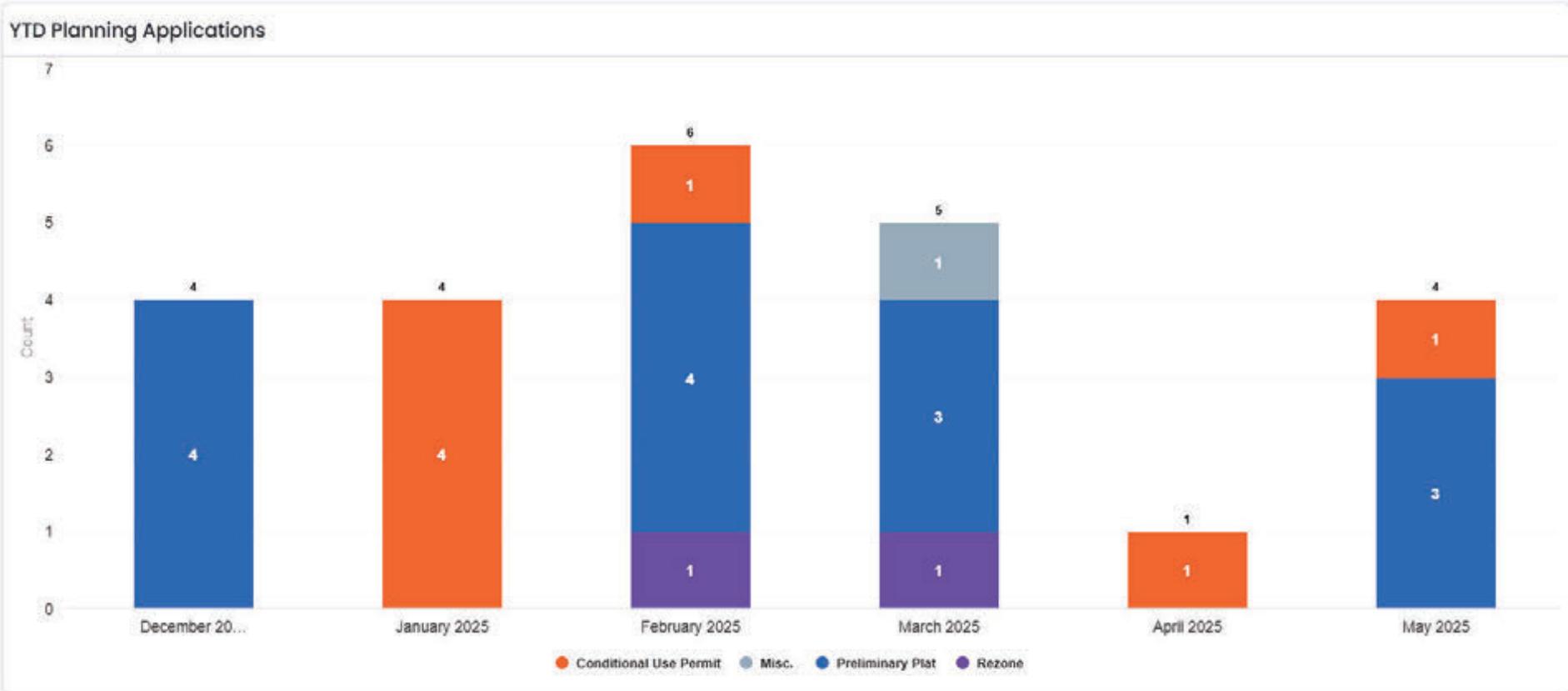
Complaints

June 10, 2025 | 15:16:58



Project Planning

June 10, 2025 | 15:17:14





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MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Tyler Best, Parks and Recreation Director
DATE: June 10th, 2025
SUBJECT: Mid-Month Report-May

Approximately half of our summer maintenance staff began work in May. The rest of the maintenance staff will start in June. Recruitment is ongoing for several Personal Use Fishery positions to support the Dipnet Fishery.

Throughout the month, staff prepared all sports fields for use by the Kenai Peninsula Soccer Club, Kenai Softball Association, Kenai Little League, high school softball and baseball teams, as well as other community groups, including churches and smaller organizations.

We hosted two successful events on May 31st, the Kite Festival and Annual Plant Day. Plant Day took place in the morning at City Hall with the help of over 20 volunteers. The Kite Festival, held at Millennium Square, drew more than 500 attendees. Kites were already flying early in the morning and could be seen from City Hall during the Plant Day. (See attached photo.)

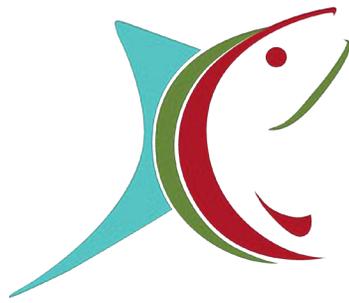
The Field of Flowers was tilled in preparation for seeding by the Parks Staff. Moore’s Landscaping generously donates their time and hydroseed mulch and will complete seeding in the first week of June.

As of May 1, the Kenai Recreation Center transitioned to summer hours:
 Monday–Saturday: 8:00 a.m. – 10:00 p.m.
 Sunday: Closed

As of May 26th, the Kenai Slash Site is open
 Thursday–Sunday: 10:00 a.m. – 6:00 p.m.
 Sunday: Closed

Rec Center Visits -May

Weight Room/Cardio Room	595
Racquetball /Wallyball	184
Shower/Sauna	85
Gymnasium	517
Gym Rental Visits	15
Total Number of Visits	1396



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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: June 10th, 2025

SUBJECT: **Kenai River Special Management Area (KRSMA) Advisory Board Meeting Recap**

Tyler Best is the City of Kenai representative for the KSRMA Advisory Board. The City of Kenai is a voting member of this advisory board. The Kenai River Special Management Area Advisory Board was originally created in 1985 under the authority of A.S. 41.21.510. The original Board was charged with developing a comprehensive management plan for the Kenai River. The original Comprehensive Plan was completed, and the Board disbanded in 1986. In 1988, a new board was appointed to advise the Department of Natural Resources on implementing the Plan. In 1997, the Board worked to update the Kenai River Comprehensive Management Plan, and it was adopted in December 1997. In May 2004, the Alaska Legislature passed a bill that changed the composition of the board from what the law had directed in the original 1984 KRSMA statute.

Attached is a recap of the KRSMA meeting held on May 15th at 5:30pm. This is the last meeting until next fall.

Kenai River Special Management Area Advisory Board Meeting Recap

I attended the Kenai River Special Manager Advisory Board meeting on May 15th at 5:30 p.m. The Board consists of 17 members: 9 public members, three agency voting members, and five agency non-voting members.

Public Comment

- None

Alaska State Parks Report

- All KRSMA hosts have been hired: 10 on the Kenai, 7 in Ninilchik.
- All seasonal staff have been hired.
- All parks are open *except* Eagle Rock and Funny River (currently closed).
- Rangers are actively enforcing closures on restricted sections of the river.
- Signs are being posted for habitat restoration areas; this is expected to be completed by the end of the month.
- Boat operation training is underway for new rangers, including one new ranger from Kodiak.
- River focus this year: trout in the middle river, red salmon in the upper river.

DEC Report

- No report

ADF&G Report

- All seasonal technicians are returning.
- The Russian River Sanctuary is expected to open early.
- Matt Miller retired at the end of April (formerly head research biologist).
- Mike Booth (Homer) is acting in that role, with Kristy from Anchorage acting as research biologist.
- Sonar went in today; fish counts will begin at midnight.

United States Fish and Wildlife Service

- No report

United States Forest Service

- Still under a hiring freeze;
- Continuing the Stream Watch program in partnership with the Kenai Watershed Forum.
- Russian River Entrance Road:
 - Waiting for proper temperatures to begin paving.
 - Road opens May 23 with restrictions; full access available until August 15.
- Elodea Treatment at Crescent Lake:
 - First treatment scheduled for July 7.
 - Second treatment begins July 28.
 - Third treatment scheduled for August 18.



City of Kenai

- PU fishery positions are being filled.
- First barge operation scheduled for tomorrow.
- Dangerous bluff area under observation.
- Video documentation should be available SOON

City of Soldotna

- All campgrounds and river access sites are open.
- The outflow project has been completed.
- Hosted a “Day on the River” event at Centennial Park, led by Trout Unlimited.
- Considering dredging the Centennial Boat Launch.

Kenai Peninsula Borough

- In the middle of the budget cycle; major meeting on May 20.
- School funding is expected to be a significant issue.
- Land Affordability Program discussed – aimed at helping younger families build homes

Committee Reports

Guide Advisory Committee

- No Report

Habitat & River Use Committee

- Met today. Discussed the wetland inventory in KRSMA Comprehensive Management Plan
- Requested the board review the KRSMA Comprehensive Management Plan and the wetland inventory.
- Asked by DNR to prioritize the Deferred Maintenance List. Specific sites were discussed for prioritization; the committee will finalize the list and write a letter to the commissioner before the October meeting.
- Motion by Monte: Circulate the prioritized list to the board via email for approval before submission to DNR.
- The motion was amended to give the president authority to finalize and submit the letter. The motion passed unanimously

Public Comment

- No Public Comment

Discussion

Special Recognition

- A letter from the Governor and a plaque from DNR were presented to **Ted Wellman** in recognition of his contributions to the KRSMA board.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: June 9, 2025

SUBJECT: Police & Communications Department Activity – May 2025

Police handled 591 calls for service in May and 299 calls were received by dispatch via 911. Officers made 25 arrests. Traffic enforcement resulted in 190 traffic contacts with 46 traffic citations issued and there were 3 DUI arrests. There were 9 reported motor vehicle collisions. There were 2 collisions involving moose or caribou, and no collisions involving drugs or alcohol.

One of KPD’s new officers, Luke Michael, graduated from the DPS Academy in Sitka and will return to field training in June. The officer on the regional SWAT team started a two-week training in Anchorage. Two officers attended a four-day interview class in Anchorage. One officer attended a three-day Cell Phone Investigation class in Anchorage.

One new police officer from Utah started employment in Kenai on May 12th and started his field training process. The Dispatch Center hired a dispatcher to fill its vacancy, and that dispatcher has multiple years of prior experience and will be starting in June.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: June 10, 2025
SUBJECT: **Public Works Mid-month Report June 2025**

Capital Projects currently in process:

- Parks & Recreation Master Plan – Project ongoing
- Emergency Services Facility Assessment – Project ongoing
- Dugout Replacement Construction – Project ongoing
- KMA Apron Sealcoating and Crack Sealing – Bids opened, Waiting for FAA Funding
- Kenai Municipal Airport Runway Rehabilitation Project - In design phase
- Kenai Municipal Airport Operations Building HVAC Controls Upgrade & Boiler Replacement Project – Construction/Submittal approvals through FAA
- Kenai Municipal Airport Master Plan Update – In process
- USACE Kenai Bluff Bank Stabilization Project – Construction to start May 16
- Wastewater Plant Digester Blowers Replacements – Reviewing bid
- Water Treatment Plant Pumpouse – In design
- Harbor Float Replacement – Procuring materials
- Aliak Storm Drain Repairs – Contracting with design engineer to begin project
- Community Wildfire Protection – Out to Bid
- Vintage Pointe Recarpeting – Reviewing quotes

Capital Projects in planning to be released this fiscal year:

- Senior Center Front Entry and Canopy Repair
- Vintage Point Kitchen/Bathroom Remodel Design
- Sewer Lift Station Upgrades
- Street Lighting Improvement Design
- Trading Bay Road Sewer Insulation

The Building Department has issued 40 residential and 27 commercial building permits so far in calendar year 2025. At this time last year, we had only issued 17 residential permits and 10 commercial.

Utility crews are continuing to spend a significant time completing locates for Enstar work. The Streets crew has ditching operations on the west side of town, grading gravel roads, completing asphalt repairs and hauling dredged mud from the City Dock. The Shop is wrapping up prep work for equipment for summer operations and starting on the decommissioning emergency vehicles for the surplus auction. The Building crew has been continuing with dugout construction with the help of Parks and Recreation.

Branden Skinner is our newest Utility Operator that started on June 9th. All positions within Public Works are currently filled and we are posting for a Temporary Utility Technician to assist with the additional workload for the department in the summer.



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: June 3, 2025
SUBJECT: May 2025 Monthly Report

May was a very busy month at the Kenai Senior Center. The annual Mother’s Day Luncheon was a lovely recognition of the mothers in our community. Highlights from the month included a High Tea and a meaningful Memorial Day celebration, featuring a joint Honor Guard presented by the VFW and American Legion. To round out the tribute, the center’s choir performed patriotic songs in honor of our veterans. The annual Senior Health and Fitness Day was another success, with 17 vendors on hand to provide valuable information and resources to help seniors age in place. Finally, this year’s Greenhouse Tour was once again a hit, with visits to three local greenhouses and a no-host lunch at the Angry Salmon. Seniors enjoyed selecting both flowers and plants to brighten their homes and gardens.

	2025	2024
Home Delivered Meals	2104	2307
Individuals	110	106
Dining Room (Congregate) Meals	968	1265
Individuals	150	179
Transportation (1-way rides)	292	206
Individuals	37	38
Grocery Shopping Assistance	18/20	22/39
Writers Group	27	40
Caregiver Support Group	13	18
Growing Stronger Exercise	332	328
Tai Chi Class	42	60
TOPS Weight Loss Class	56	67
Bluegrass & Music Sessions	80	73
Card Games	123	112
Wii Bowling	14	27
Arts & Crafts	26	36
Volunteers Hours	575	501
Individuals	43	36
Total Event Sign-ins *	1841	2396
Individuals *	226	225
Vintage Pointe Manor Vacancies	3	1

* (not including home meals clients)

MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City Clerk
DATE: June 18, 2025
SUBJECT: **Marijuana License Renewal Annual Report**

The following list identifies active-operating Marijuana licenses, listed by type within Kenai City Limits, the licenses below are scheduled to expire on August 31, 2025. Upon notice of renewal, if the administration finds no grounds to protest the renewal of an application with no changes to the existing use, a notice of non-objection will be issued administratively. Should any grounds for protest be identified during the review process, a public hearing before Council will be schedule for formal protest procedures. *(KMC Chapter 2.10)*

Retail Marijuana Stores:

1. Red Run Cannabis Company, LLC - License No. 10056
Physical Address: 5455 Kenai Spur Highway, Suite B, Kenai, AK
2. East Rip - License No. 13382
Physical Address: 10767 Kenai Spur Highway, Suite D, Kenai, AK
3. Majestic Gardens, LLC - License No. 15393
Physical Address: 12656 Kenai Spur Highway, Kenai, AK
4. Kenai River Cannabis - License No. 17808
Physical Address: 14429 Kenai Spur Highway, Kenai, AK
5. Shackelford Farms, LLC - License No. 38593
Physical Address: 8847 Kenai Spur Highway, Kenai, AK

Marijuana Product Manufacturing Facilities:

1. Herban Extracts, LLC - License No. 14432
Physical Address: 14927 Kenai Spur Highway, Kenai, AK
2. Red Run Cannabis Cultivators, LLC - License No. 19372
Physical Address: 12516 Kenai Spur Highway, Suite A, Kenai, AK

Limited Marijuana Cultivation Facility:

1. Grateful Bud, LLC - License No. 16474
Physical Address: 1817 Sunset Blvd., Kenai, AK

Standard Marijuana Cultivation Facilities:

1. Red Run Cannabis Cultivators, LLC - License No. 10052
Physical Address: 5455 Kenai Spur Highway, Kenai, AK
2. Majestic Gardens Cultivations - License No. 115395
Physical Address: 12656 Kenai Spur Highway, Kenai, AK
3. Shackelford Investments, LLC - License No. 31826
Physical Address: 8847 Kenai Spur Highway, Buildings F, G, H, Kenai, AK