



Kenai City Council - Regular Meeting

July 03, 2019 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

AGENDA

A. CALL TO ORDER

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

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

B. SCHEDULED PUBLIC COMMENTS

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

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

- 1. Resolution No. 2019-45** - Authorizing a Facility Management Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc., for the Operation and Management of the Kenai Visitor and Cultural Center. (Administration) [*Clerk's Note: Council May Convene in Executive Session to Discuss this Agenda Item, a Matter of which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City (AS44.62.310(c)(1))*]
- 2. Resolution No. 2019-46** - Selecting Divining Point, LLC, for City of Kenai Tourism and Marketing Services. (Administration)
- 3. Resolution No. 2019-47** - Providing For The Submission To The Qualified Voters Of The City Of Kenai, At The Regular Election Of October 1, 2019, The Question Of Amending Article 10, Elections, Of The Charter Of The City Of Kenai To

Provide Designated Seats For Each Council Position And Allow Qualified Voters To Vote In An Election For A Candidate For Each Seat. (Council Member Knackstedt and Vice Mayor Navarre)

- 4. Resolution No. 2019-48** - Providing For The Submission To The Qualified Voters Of The City Of Kenai, At The Regular Election Of October 1, 2019, The Question Of Amending Section 10-3 Filing, To Remove The Requirement That Candidates For Mayor And Council Provide A Petition Signed By Twenty Or More Registered Voters. (Council Member Knackstedt and Vice Mayor Navarre)
- 5. Resolution No. 2019-49** - Providing For The Submission To The Qualified Voters Of The City Of Kenai, At The Regular Election Of October 1, 2019, The Question Of Amending Section 10-2 Three-Year Terms – Election At Large – Nonpartisan Elections, To Provide That The Terms Of Office Of The Mayor And Other Councilmembers Shall Begin The Monday Following Certification Of The Election. (Vice Mayor Navarre)
- 6. Resolution No. 2019-50** - Awarding an Agreement for the Purchase of Security Cameras and Software for the Public Safety Building Security Camera Project. (Administration)
- 7. Resolution No. 2019-51** - Awarding an Agreement to Furnish and Deliver Chemicals for the Wastewater Treatment Plant and Water Treatment Facility. (Administration)
- 8. Resolution No. 2019-52** - Amending its Comprehensive Schedule of Rates, Charges, and Fees, to Eliminate the Ambulance Fee for Patient Treatment without Transport. (Administration)
- 9. Resolution No. 2019-53** - Authorizing the City Manager to Enter into a One-Year Agreement with the City of Soldotna to Provide Animal Shelter Services for the City of Soldotna at the Kenai Animal Shelter. (Administration)

E. MINUTES

- 1.** *Work Session Summary of June 11, 2019
- 2.** *Regular Meeting Minutes of June 19, 2019

F. UNFINISHED BUSINESS

G. NEW BUSINESS

- 1.** ***Action/Approval** - Bills to be Ratified (Administration)
- 2.** ***Action/Approval** - Purchase Orders Over \$15,000 (Administration)
- 3.** **Action/Approval** - Approving a Special Use Permit of the Use of the City Dock Crane. (Administration)

- [4.](#) **Action/Approval** - Delineate Management Authority for Two Properties in the Baron Park Subdivision. (Administration)
- [5.](#) **Action/Approval** - Confirmation of Mayoral Nomination to the Parks and Recreation Commission. (Mayor Gabriel)
- [6.](#) **Discussion** - City Parks Hours of Operations for the Protection of City Property, City Resources, and Residential Neighborhoods. (Administration)

H. COMMISSION / COMMITTEE REPORTS

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION - See item D.1.

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

- [1. Purchase](#) Orders between \$2,500 and \$15,000 for Council Review
2. Kenai Watershed Forum Thank you Letter

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



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019 - 45

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING A FACILITY MANAGEMENT AGREEMENT WITH THE KENAI CHAMBER OF COMMERCE AND VISITOR CENTER, INC., FOR THE OPERATION AND MANAGEMENT OF THE KENAI VISITOR AND CULTURAL CENTER.

WHEREAS, the current contract extension for Facility Management Services at the Kenai Visitor and Cultural Center with the Kenai Chamber of Commerce and Visitor Center, Inc. is due to expire June 30, 2019; and,

WHEREAS, the award of this Agreement is in the amount of \$_____ for a period of _____ beginning July 1, 2019; and,

WHEREAS, the City of Kenai previously solicited competitive proposals from contractors to provide quality management services and maintenance of the City's permanent collection at the Kenai Visitor and Cultural Center; and,

WHEREAS, the Kenai Chamber of Commerce and Visitor Center, Inc. has managed the Kenai Visitor and Cultural Center since 2012 and desires to continue providing management services to the community; and,

WHEREAS, the Kenai Chamber of Commerce and Visitor Center, Inc. was the only proposer for management services; and,

WHEREAS, it is in the best interests of the City to enter into an Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc. for the operation and management of the Kenai Visitor and Cultural Center.

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

Section 1. That the Kenai City Council authorizes the City Manager to execute a Facility Management Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc., similar to the attached agreement.

Section 2. That the compensation for the Facility Management Services shall not exceed \$_____. Sufficient funds have been budgeted.

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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

**AGREEMENT FOR FACILITY MANAGEMENT SERVICES
AT THE KENAI VISITOR AND CULTURAL CENTER FACILITY**

THIS AGREEMENT is made this ____ day of _____ 2019, by and between the CITY OF KENAI (Owner), whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and Kenai Chamber of Commerce and Visitor Center, Inc. (Contractor), whose address is 11471 Kenai Spur Highway, Kenai AK, 99611.

RECITALS:

Owner desires to retain the professional services of Contractor to manage the Kenai Visitor and Cultural Center located at 11471 Kenai Spur Highway in the City of Kenai.

Contractor is a professional in this area and specifically in the provision of visitor services to the public and has the experience, skill, knowledge, and competence to perform these services.

Owner wants to contract for the provision of these services by Contractor in order to obtain best financial arrangements for the City and provide affordable and quality experiences for its residents and Facility users. Contractor agrees to perform its services under this Agreement with due diligence and due care and in a good and professional manner.

Owner and Contractor therefore agree as follows:

1. **Definitions.** For this Agreement, the following definitions apply:
 - A. "Manager" means the Kenai City Manager or their designee as agent for and on behalf of Kenai.
 - B. "Concession" means all sales or rentals of goods or services in the Facility, including retail sales, the parts of the Facility where those sales or rentals are made, and equipment or facilities in the Facility used for those sales or rentals.
 - C. "Contractor" shall mean Kenai Chamber of Commerce and Visitor Center, Inc.
 - D. "Council" means the Kenai City Council.
 - E. "Facility" means the Kenai Visitor and Cultural Center located at 11471 Kenai Spur Highway in Kenai, Alaska.
 - F. "Management" or "management services" means performing all work to operate and provide the services and reports required by this Agreement and all work

necessary to support the Facility's provision of service to the public, including but not limited to, supervision of staff, supervision and control of participants using the Facility and accessing any programs at the Facility, keeping the Facility in a clean and sanitary condition, managing and maintaining displays of the permanent collection at the Facility, scheduling use of the Facility, encouraging activities and programs at the Facility, and charging City-approved fees and rent for portions of the Facility upon written consent, as well as selling merchandise at the Facility.

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

2. Term. The term of this Agreement shall begin on _____ (date), and end on _____ (date). Neither party has any obligation to agree to extend the initial term of this Agreement.

3. Compensation.

A. Owner shall pay Contractor a fee of \$_____ per month for management of the Facility for the term of this Agreement. Owner will pay the fee in equal monthly installments, payable within fourteen (14) days after billing by Contractor. Any compensation due for portions of a month for which services are provided by Contractor will be pro-rated to a daily rate.

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

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

4. Independent Contractor; No Agency. Contractor's relationship with Owner shall be that of an independent contractor with the authority to control and direct the performance of the details of the management services that are the subject of this Agreement. Nothing contained in this Agreement shall be construed to create an agency,

partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

5. Scope of Services—General Obligations of Contractor.

A. Operations. Contractor shall perform the management work and all services on an as needed/scheduled basis as determined by Contractor (except where specifically identified below).

B. Services. Contractor agrees to make the Facility available to community user groups and/or organizations in order to serve the varied interests and needs of the community.

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

D. Fees. Contractor may charge a fee approved by the City for use of the Facility and/or for participation in any programs and/or services it provides unless otherwise specified in this Agreement. Any fees charged by Contractor for any purpose must not discourage public use of the Facility and should be consistent with fees charged for similar services at other facilities.

E. Public Facility. The programs provided in the Facility must be generally available to the public. Contractor may not restrict appropriate public participation at the Facility and may not restrict public access for appropriate use of the Facility.

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

G. Permits, Licenses, and Certificates. Contractor shall obtain and maintain all necessary licenses and permits; comply with the requirements of all permits; pay all taxes lawfully imposed on Contractor's business; and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents

necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.

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

6. Scope of Services—Specific Performance Requirements.

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

Visitor Center Management:

- a. The City provides non-exclusive access to the City-owned Kenai Visitor and Cultural Center. Located at 11471 Kenai Spur Highway, the Facility was constructed in 1992 and is approximately 9,340 square feet, including a 1,980-square-foot Cultural Exhibition Area, which houses the City's permanent collection of natural history objects, archeological material, native artifacts and contemporary art. The Facility also includes a conference room, reception, boardroom, two offices, loading area, copy room, kitchen, storage, bathrooms and basement. The Contractor may charge City-approved fees and rent for portions of the center upon written consent, as well as sell merchandise at the Facility to defray costs associated with Facility management. All fees and rents must be the same for all users unless differentiated in the approved fee schedule.
- b. The City provides maintenance, groundskeeping, snow removal, security monitoring, and utilities (water, sewer, electrical, natural gas, and local telephone services excluding long distance telephone charges, and internet services) at no cost to the Contractor. The Contractor must keep the Facility in a clean and sanitary condition and is responsible for janitorial services and operating supplies. During the term of this Agreement, local telephone service will not be provided by the Contractor until August 15, 2019.
- c. The Contractor maintains adequate staffing during operating hours to provide service to the public. As the first stop made by visitors to find information about the Kenai area, the Contractor must provide information on Kenai community and visitor programs, events, and exhibits in a friendly and enthusiastic manner. The Contractor may not refer visitors to businesses outside the City of Kenai when businesses in the City provide the same or similar services regardless of Kenai Chamber of Commerce and Visitor Center membership.

- d. The Contractor provides an agreed upon plan of operations for management of the Kenai Visitor and Cultural Center Facility to include but not be limited to proposed staffing, hours of operations, scheduling and managing use of the Facility with high standards commensurate to a high-visibility structure and to ensure operations run efficiently and maintain the safety, appearance, and the efficient/effective use of the Facility to host community and visitor programs, events, and exhibits without favoritism or discrimination.
- e. The Contractor manages, creates, and maintains displays of the City of Kenai's permanent collection of natural history objects, archeological material, native artifacts and contemporary art and encourages use of the Facility for events and exhibits that promote Kenai's abundant natural resources and diverse community and provides an inventory of all items in the City's collection.
- f. The Contractor tracks and provides a monthly report on the number and nature of visitors to the Center, Facility rentals, and participants at events and exhibits.

B. Operating Hours; Calendar. Contractor will maintain daily and monthly schedules of services and activities held at the Facility and shall provide public access to this schedule. Contractor shall operate the Facility according to this published schedule. Special events outside of normal operating hours need not be published.

C. Fee Schedule. Contractor shall develop and publish fee schedules for all services, events, and activities conducted at the Facility and for all charges made to the public for use of the Facility and its equipment. The fee schedule must be approved in advance by the City Manager and may be subject to change by the Council.

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

E. Repairs. Contractor bears the responsibility for the cost of repairs of the structure or its internal components and equipment due to any damage or breakage caused by the negligence or intentional act of the Contractor or of a client during operating hours of the Facility.

F. Janitorial; Appearance. Contractor shall keep the Facility in a clean and sanitary condition. Contractor shall pay for and provide all janitorial services and supplies required to keep the Facility clean and presentable. Contractor shall not permit any garbage or other refuse to accumulate in the Facility or on the grounds surrounding the Facility.

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

H. City Use. The City may use the Facility for City sponsored events at no cost to the City. All City events shall be coordinated with Contractor so as not interfere with prior scheduled services.

7. Contractor's Reporting and Planning Requirements.

A. Operations Plan. Contractor shall provide Owner with an Operations Plan on a timely basis. Contractor shall work with the City Manager's office to ensure the Operations Plan meets the requirements and expectations of Owner.

B. Facility Operating Budget. The Contractor will submit to Owner its Operating Budget on a timely basis. The budget should include all projected and the prior year's actual operating and capital costs for the Facility, including a projected income and expense statement and a projected end balance sheet. The budget must also include detailed projections of revenues by category and source; operating expenses by category; numbers served by category; and administrative and general expenses to Contractor in managing the Facility.

C. Report. Contractor will submit to Owner a report identifying usage of the Facility by program for the term of the Agreement. The report must include but not be limited to actual staffing, hours of operations, scheduling and use of the Facility, rental fees, number of visitors, an updated inventory of Owner's equipment and furnishings purchased, and a detailed description, including costs, for equipment needing to be replaced. Contractor must submit the report on or before the end of the term of this Agreement beginning _____ (date).

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

A. Operations and Maintenance Costs. Owner is responsible for maintenance and repair of the Facility required by normal wear and tear. Owner will perform routine maintenance on all incorporated systems in the Facility including fire suppression and alarm systems, electrical systems, mechanical systems, plumbing systems, and HVAC. Contractor must notify the City Manager, or designee about any Facility maintenance or repair requirements in a manner as requested by Owner. This duty of Owner does not extend to maintenance on a system required due to Contractor's failure to properly supervise and manage the Facility during business hours (for example, vandalism in the Facility during schedule working hours).

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

C. Snow Removal. Owner is responsible for snow removal from the parking lot of the Facility as well as snow removal from all sidewalks around the building and leading up to the building.

D. Groundskeeping. Owner shall maintain the grounds on the exterior of the Facility, subject to Contractor's obligation to keep the grounds of the Facility free of garbage and refuse.

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

F. Insurance. Owner shall provide Broad-Form Property Damage Insurance for the Facility.

9. Ownership of Equipment and Furnishings.

A. Owner recognizes that Contractor will from time-to-time purchase equipment and furnishings to accomplish the work and provide the management services required and the concessions allowed under this Agreement. Equipment and furnishings purchased with Contractor funds shall be the sole property of Contractor. Equipment and furnishings donated to Contractor shall be the sole property of Contractor. Contractor shall provide Owner an updated list of Contractor property at the inception of this Agreement and at such time as equipment or furnishings are acquired.

B. Equipment and furnishings purchased with Owner funds or with any funds provided by grants from Owner shall be the sole property of Owner. Contractor will mark and inventory this Owner property and provide Owner with a copy of the inventory with reports required by this Agreement.

C. Prior to occupying the Facility, Contractor and Owner will conduct a walkthrough to investigate conditions of the Facility and equipment inside the Facility.

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

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

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

13. Insurance.

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

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

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

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

- i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. For worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. Provide Owner with at least thirty (30) days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Contractor shall submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the first day of the term of this Agreement.

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

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

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

15. Notice of Accident, Injury, or Claims.

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

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

16. Termination.

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

all defaults to the satisfaction of the other party within thirty (30) days, the party may declare the Agreement terminated.

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

17. Duties Upon Termination.

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

B. Upon termination of this Agreement under Section 16(B), including termination due to non-appropriation of funds by the Council, there shall be a transition period of not greater than sixty (60) days with regard to the removal of Contractor's property from the Facility. If Contractor fails to vacate upon expiration of the transition period, the City may remove and store the property at Contractor's expense or store the equipment at the Facility and charge Contractor a reasonable storage fee.

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

D. If Contractor's services are terminated for any reason, Contractor's claim for compensation shall be limited to payments due based on a proportional number of days it operated the Facility without prior compensation. Contributions in kind are not eligible for reimbursement unless this contribution is directed toward approved, appraisable improvement to the Facility. Upon termination, any alteration or renovation to the Facility approved by Owner in writing, will be reimbursed at fair market value or actual cost as reported to Owner (whichever is less) unless the parties have previously otherwise agreed. If necessary, fair market value of such improvements will be determined by a professional appraiser. The appraiser will be selected jointly by the parties and the appraisal fee will be split equally.

18. Records and Right to Audit.

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

B. Contractor shall make available to Owner for audit, examination, and

copying, all of Contractor's records with respect to all matters covered by this Agreement continuing for a period ending six (6) years after the date of expiration or termination. These records include, but are not limited to financial statements, ledgers, invoices, inventories, reports, employment Agreements and other contracts related to Contractor's provision of services under this Agreement. Contractor shall make available for examination all such records, and in such form as the City may reasonably require, at any time during Owner's normal business hours. Contractor shall make such records available to Owner upon ten business days' notice, except in the case of emergency where Contractor shall make such records available immediately.

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

19. Right of Entry. Owner, its officers, employees, agents, and representatives may enter the Facility during operating hours to make inspection of the Facility and/or to perform maintenance activities. Owner will make reasonable attempts to notify Contractor if it requires emergency entry after operating hours.

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

21. Administration of this Agreement.

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

B. Contractor is responsible for the direct supervision of Contractor's personnel through Contractor's designated representative, and such representative shall in turn be available at all reasonable times to confer with the Owner's representative with respect to the services. The designated representative for Contractor is _____ . In the event that Contractor's representative is unable to continue to serve as Contractor's representative, Contractor shall appoint a successor subject to a written approval of the Owner.

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

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

Contractor: Kenai Chamber of Commerce and Visitor Center, Inc.
11471 Kenai Spur Highway
Kenai, AK 99611
ATTN: _____
Email: _____

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

23. Miscellaneous Provisions.

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

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

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

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

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

F. Integration and Modification. This Agreement contains the entire Agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of

this Agreement or the performance of either party, are merged and integrated into this Agreement. This Agreement may not be modified except in writing signed by both parties.

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

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

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

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

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

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

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

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

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

CITY OF KENAI

CONTRACTOR

By: _____
Paul Ostrander Date

By: _____
_____ Date

Its: City Manager

Its: _____

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Paul Ostrander, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ (Title) of Kenai Chamber of Commerce and Visitor Center, Inc. an Alaska corporation, on behalf of the corporation.

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

ATTEST:

City Clerk

SEAL:

APPROVED AS TO FORM:

Scott Bloom, City Attorney



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 25, 2019
SUBJECT: **Resolution No. 2019 – 45 – Facility Management Agreement for the Kenai Visitor and Cultural Center**

The purpose of this memorandum is to recommend to Council the approval of a Facility Management Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc. (KCCVC) for the operation and management of the Kenai Visitor and Cultural Center facility.

Competitive proposals were previously solicited for management services and/or Kenai tourism and marketing services on March 1, 2019; the City received one responsible proposal for tourism and marketing and no proposals for management services. The City solicited for management services again on April 26, 2019, and the KCCVC submitted the only proposal. The current contract extension expires June 30, 2019.

The KCCVC has managed the Kenai Visitor and Cultural Center since 2012 and has expressed an interest in continuing to provide Facility Management services at the facility. The City entered into negotiations on the cost component of the management services with the KCCVC on June 3, 2019. Negotiations continue and several options are being considered. The first option would be continued management of the Facility by the KCCVC for fiscal year 2020 under a new agreement. The second option would shift management of the Facility to the City utilizing a stepped approach where the KCCVC would continue to manage the Facility for an agreed-upon number of months to ensure a smooth transition as they relocate to their former location at the Moose Meat John Cabin.

This resolution was submitted in blank form to allow for continued negotiations on both the amount of the contract and the term (to provide for a one-year or multiple-month agreement). Administration will provide additional information on the amount and the term as a result of continued negotiations as a laydown at the July 3, 2019, City Council Meeting.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019 - 46

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, SELECTING DIVINING POINT, LLC, FOR CITY OF KENAI TOURISM AND MARKETING SERVICES.

WHEREAS, the City solicited competitive proposals for Kenai Visitor Center Management Services and/or Kenai Tourism and Marketing Services to promote Kenai; and,

WHEREAS, Divining Point, LLC, was the only proposer for Kenai Tourism and Marketing Services; and,

WHEREAS, Administration recommends retaining Divining Point, LLC, to provide Tourism and Marketing Services for the City for three years beginning July 1, 2019; and,

WHEREAS, each individual tourism and marketing project will be negotiated separately with Divining Point, LLC within budgeted amounts and no minimum quantity of work is guaranteed; and,

WHEREAS, it is in the best interest of the City to select Divining Point, LLC, to provide Tourism and Marketing Services for the City for a three year term with the option to extend for two successive one-year terms by mutual consent of the parties.

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

Section 1. That the Kenai City Council authorizes the City Manager to execute a term agreement with Divining Point, LLC, to provide Tourism and Marketing Services to the City for three years beginning July 1, 2019 with the option to extend for two successive one-year terms by mutual consent of the parties at the discretion of the City Manager. Each project shall be negotiated separately with Divining Point, LLC, within budgeted amounts and no minimum quantity of work is guaranteed.

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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 25, 2019
SUBJECT: **Resolution No. 2019 – 46 – Tourism and Marketing Services**

The purpose of this memorandum is to recommend Council approve the selection of Divining Point, LLC, for City of Kenai Tourism and Marketing Services.

Competitive bid proposals were previously solicited for management services and/or Kenai tourism and marketing services on March 1, 2019 and the City received one responsible proposal for tourism and marketing services from Divining Point, LLC, and no proposals for management services.

The City entered into negotiations for tourism and marketing services on April 24, 2019 and discussed a term agreement to provide Tourism and Marketing Services to the City for three years beginning July 1, 2019 with the option to extend for two successive one-year terms by mutual consent of the parties. Each project shall be negotiated separately with Divining Point, LLC, within budgeted amounts and no minimum quantity of work is guaranteed.

Thank you for your consideration.



Suggested by: Council Member Knackstedt
and Vice Mayor Navarre

CITY OF KENAI

RESOLUTION NO. 2019-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF KENAI, AT THE REGULAR ELECTION OF OCTOBER 1, 2019, THE QUESTION OF AMENDING ARTICLE 10, ELECTIONS, OF THE CHARTER OF THE CITY OF KENAI TO PROVIDE DESIGNATED SEATS FOR EACH COUNCIL POSITION AND ALLOW QUALIFIED VOTERS TO VOTE IN AN ELECTION FOR A CANDIDATE FOR EACH SEAT.

WHEREAS, Article 10 Elections, of the Charter of the City of Kenai provides for council members to be elected at large without designated seats; and,

WHEREAS, under the current process, in addition to voting for a candidate for mayor, each voter is entitled to vote for two candidates for council from the pool of candidates, or write in a person whose name does not appear on the ballot; and,

WHEREAS, this process entails that essentially all candidates for council are running against each other; and,

WHEREAS, changing to a system where each council position has a designated seat and allowing voters to vote for one candidate for each seat may encourage more candidates to run because candidates can choose a seat to run for and avoid running against certain other candidates running for different seats.

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

Section 1: That the following proposition shall be submitted to the qualified voters of the City of Kenai at the October 1, 2019 regular election in substantially the same form as set out hereafter:

PROPOSITION No. X Elections

Shall Title 10, Elections, of the Charter of the City of Kenai be amended to provide for designated seats for each council member position and allow qualified voters to vote for one candidate for each seat up for election, as opposed to the current process in which all candidates run against each other for the available council positions and qualified voters may vote for up to two candidates.

PROPOSITION YES _____
[A Yes vote will amend the City's Charter as described above]

NO _____
[A No vote will defeat the amendment described above]

Section 2: That following the October 1, 2019 regular election, if the voters approve the proposition in substantially the same form as set out above, the following charter amendments would become effective:

Section 10-2. Three-Year terms-Election at large-Nonpartisan Elections.

(a) At the regular election in 1965, and at the regular election held every three (3) years thereafter, a Mayor shall be elected. At every regular election after this Charter goes into effect, two (2) Councilmembers shall be elected.

(b) The Mayor and the other Councilmembers shall be elected for overlapping terms of three (3) years, and shall serve thereafter until their respective successors are elected and qualify.]; PROVIDED THAT, IF ONLY ONE COUNCILMEMBER IS ELECTED AND QUALIFIES IN ANY YEAR (BECAUSE OF FAILURE OF OTHER CANDIDATES TO FILE OR FOR OTHER CAUSE), THEN LOTS SHALL BE CAST IN A MEETING OF THE COUNCIL AND UNDER ITS DIRECTION TO DETERMINE WHICH OF THE TWO (2) COUNCILMEMBERS WHOSE TERMS ARE ABOUT TO EXPIRE SHALL CONTINUE TO SERVE; AND PROVIDED FURTHER THAT, IF (BECAUSE OF A VACANCY) THERE IS ONLY ONE COUNCILMEMBER WHOSE TERM IS ABOUT TO EXPIRE, THE COUNCILMEMBER SHALL CONTINUE TO SERVE IN SUCH CASE.]

(c) The terms of office of the Mayor and other Councilmembers shall begin at the time prescribed for the second regular Council meeting after their election. If the Mayor-elect or a Councilmember-elect fails to qualify within one month after the beginning of the term, election of the Councilmember shall be void, and the Council shall fill the vacancy.

(d) The Mayor and other Councilmembers shall be elected at large, with Councilmembers elected to a seat designated as A, B, C, D, E or F, by the qualified voters of the entire City, by secret ballot. The election shall be nonpartisan, and no party designation or emblem shall be placed on the ballot.

Section 10-3. Filing.

Any qualified person may have their name placed on the ballot for the election as a candidate for Mayor or Councilmember for a council seat by filing, with the City Clerk at times and pursuant to procedures provided by ordinance, a sworn statement of their candidacy provided that such sworn statement shall be accompanied by a nominating petition signed by 20 or more registered qualified City voters.

Section 10-4. Voting – Who Elected.

(a) Every qualified voter of the City shall be entitled to vote for one candidate for Mayor and for one candidate for each council seat [TWO CANDIDATES FOR COUNCILMEMBER. ON THE BALLOTS BETWEEN THE TITLE OF THE OFFICE AND THE NAMES OF THE CANDIDATES, SHALL BE PLACED THE INSTRUCTION “VOTE

FOR ONE” OR “VOTE FOR TWO,” AS THE CASE MAY BE.] A voter may also write in the name of, and vote for, a person whose name does not appear on the ballot for any designated council seat or for Mayor.

(b) The candidate for Mayor receiving the greatest number of votes shall be elected. The [TWO (2)] candidate[S] for each council[MEMBER] seat receiving the greatest number of votes shall be elected. In case of failure to elect because of a tie, the election shall be determined fairly by lot from among the candidates tying, in a meeting of the Council and under its direction.

Section 10-5. Filling Vacancies at Elections, etc.

When a Mayor and/or Councilmember or Councilmembers are being elected to fill a vacancy or vacancies for the unexpired term or terms, the provisions of this Charter shall apply as in the election of a Mayor and/or Councilmembers for regular terms, insofar as applicable. The phrases “for one-year term,” “For two-year term,” and/or “For three-year term,” as the case may be, shall be placed after the titles of the offices on the ballot as necessary to identify the places on the Council being filled at such election. [THE INSTRUCTION “VOTE FOR ONE” OR “VOTE FOR TWO” SHALL BE PLACED ABOVE THE NAMES OF THE CANDIDATES, DEPENDING ON WHETHER ONE OR TWO ARE TO BE ELECTED IN THE CATEGORY.]

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July 2019.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



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MEMORANDUM

TO: Mayor Gabriel and Kenai City Council
FROM: Council Members Knackstedt and Vice Mayor Navarre
DATE: June 26, 2019
SUBJECT: Resolution No. 2019-47

Adoption of this Resolution will put forth the question to the voters regarding identifying individual seats for the City Council members. Having identified seats would provide a person the opportunity to run for a particular seat and against a particular person and alleviate the potential concern of running with the goal of receiving the highest number of votes and unintentionally ousting a Council Member.

If ratified by the voters. An ordinance would be adopted to identify seats based on term ending dates.

Your consideration is appreciated.



Suggested by: Council Member Knackstedt
and Vice Mayor Navarre

CITY OF KENAI

RESOLUTION NO. 2019-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF KENAI, AT THE REGULAR ELECTION OF OCTOBER 1, 2019, THE QUESTION OF AMENDING SECTION 10-3 FILING, TO REMOVE THE REQUIREMENT THAT CANDIDATES FOR MAYOR AND COUNCIL PROVIDE A PETITION SIGNED BY TWENTY OR MORE REGISTERED VOTERS.

WHEREAS, City Charter Section 10-3 Filing, requires that a candidate for mayor or council submit a petition signed by twenty or more registered qualified City voters; and,

WHEREAS, it is in the City's best interest to eliminate the petition requirement for candidacy as requiring a candidate to submit a petition with signatures of twenty or more voters merely presents an inconvenience to candidates and creates administrative work for the City without any real benefit to the public.

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

Section 1: That the following proposition shall be submitted to the qualified voters of the City of Kenai at the October 1, 2019 regular election in substantially the same form as set out hereafter:

PROPOSITION No. X Filing

Shall Section 10-3, Filing, of the Charter of the City of Kenai be amended to eliminate the requirement that person running for Mayor or City Council submit a nominating petition signed by 20 or more registered City Voters.

PROPOSITION YES _____
[A Yes vote will amend the City Charter as described above]

NO _____
[A No vote will defeat the amendment described above]

Section 2: That following the October 1, 2019 regular election, if the voters approve the proposition in substantially the same form as set out above, the following charter amendments would become effective:

Section 10-3. Filing, of the Charter of the City of Kenai

Any qualified person may have their name placed on the ballot for the election as a candidate for Mayor or Councilmember by filing, with the City Clerk at times and pursuant to procedures provided by ordinance, a sworn statement of their candidacy [;PROVIDED THAT SUCH SWORN STATEMENT SHALL BE ACCOMPANIED BY A NOMINATING PETITION SIGNED BY 20 OR MORE REGISTERED QUALIFIED CITY VOTERS].

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July 2019.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



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MEMORANDUM

TO: Mayor Gabriel and Kenai City Council
FROM: Council Members Knackstedt and Vice Mayor Navarre
DATE: June 26, 2019
SUBJECT: Resolution No. 2019-48

Adoption of this Resolution will put forth the question to the voters the question of eliminating the requirement for a petition signed by twenty or more registered voters when running for City Council or Mayor. This requirement was included by the Charter Commission in 1964 and, since that time, most communities in Alaska have gone away from the practice. Additionally, removal of the requirement would save staff time in verifying the signatures on the multiple petitions typically submitted.

Your consideration is appreciated.

Section 2: That following the October 1, 2019 regular election, if the voters approve the proposition in substantially the same form as set out above, the following charter amendments would become effective:

Section 10-2 Three-year terms – Election at large – Nonpartisan Elections, of the Charter of the City of Kenai

The terms of office of the Mayor and other Councilmembers shall begin [AT THE TIME PRESCRIBED FOR THE SECOND REGULAR COUNCIL MEETING AFTER THEIR ELECTION] the Monday following certification of the election. If the Mayor-elect or a Councilmember-elect fails to qualify within one month after the beginning of the term, election of the Councilmember shall be void, and the Council shall fill the vacancy.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July 2019.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



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MEMORANDUM

TO: Mayor Gabriel and Kenai City Council
FROM: Vice Mayor Navarre
DATE: June 26, 2019
SUBJECT: Resolution No. 2019-49

Adoption of this Resolution would put forth the question to the voters regarding amending the beginning of the terms for the Mayor and Council Members from the second regular meeting after their election, which is the meeting in which the election is certified, to the Monday following the certification of the election. This allows the Council that was in place during the election to certify the election and to finish out that meeting, clearly defines the beginning of a term on a day that is not a Council Meeting, and eliminates the confusion caused by the changing of the Council at the beginning of the second meeting after an election.

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AWARDING AN AGREEMENT FOR THE PURCHASE OF SECURITY CAMERAS AND SOFTWARE FOR THE PUBLIC SAFETY BUILDING SECURITY CAMERA PROJECT.

WHEREAS, the City issued a formal Invitation to Bid for Security Cameras and Software for the Public Safety Building on June 18, 2019 with the following Bids Received on June 25, 2019,

BIDDERS	BASE BID TOTAL
Alcan Electrical & Engineering	\$38,514
Siemens	\$42,484

; and,

WHEREAS, Alcan Electrical & Engineering was found to be the lowest responsive bidder; and,

WHEREAS, the recommendation from City Administration is to award an Agreement to Alcan Electrical & Engineering for \$38,514; and,

WHEREAS, purchase includes Security Cameras and associated software; and,

WHEREAS, the City was awarded \$65,000 for the entire camera project from the State of Alaska Department of Military and Veterans' affairs, and the purchase of these cameras and software are a portion of that project; and,

WHEREAS, sufficient funds have been appropriated for this purchase.

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

Section 1. That the Agreement for the project entitled "2019 Kenai Police Department Security Cameras" be awarded to Alcan Electrical & Engineering for the total cost of \$38,514.


Section 2. That this resolution take effect immediately upon adoption.

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, City Clerk

Approved by Finance: 



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: David Ross, Police Chief
DATE: June 25, 2019
SUBJECT: **Resolution No. 2019–50 Public Safety Building Security Camera Project**

The purpose of this memorandum is to recommend awarding an agreement to Alcan Electrical & Engineering for purchase of security cameras and software.

The City advertised for bids through the Anchorage Daily News and the City of Kenai Website. The following bids were opened on June 25, 2019:

BIDDERS	BASE BID TOTAL
Alcan Electrical & Engineering	\$38,514
Siemens	\$42,484

The purchase includes security cameras and associated software.

Funds for this project are from a grant through the State of Alaska Department of Military and Veterans' affairs. There are sufficient grant funds remaining for the purchase.

Council's approval is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AWARDING AN AGREEMENT TO FURNISH AND DELIVER CHEMICALS FOR THE WASTEWATER TREATMENT PLANT AND WATER TREATMENT FACILITY.

WHEREAS, the City solicited bids to furnish and deliver chemicals to the Wastewater Treatment Plant and Water Treatment Facility and the following bids were received on June 25, 2019;

Bidders	Wastewater Treatment Plant			Water Treatment Facility
	Sodium Bisulfite	Sodium Hypochlorite	Hydrated Lime	Sodium Hypochlorite
Brenntag Pacific, Inc.	\$ 22,737.00	\$65,828.70	\$11,453.75	\$48,762.00
Univar USA, Inc.	\$14,416.00	\$41,580.00	\$6,987.40	\$30,800.00

and,

WHEREAS, the term of this agreement is July 1, 2019 through June 30, 2020; and,

WHEREAS, the recommendation from the City Administration is to award the agreement to Univar USA, Inc.; and,

WHEREAS, the City of Kenai has determined that Univar USA, Inc.'s bid is a responsive bid and award to this bidder would be in the best interest of the City; and,

WHEREAS, sufficient monies are appropriated.

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

Section 1. That the Agreement for the project entitled "2019 Chemicals Bid" be awarded to Univar USA, Inc. for the total approximate cost of \$93,783.40.

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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance:

A handwritten signature in blue ink, appearing to read "J. Heinz", is written over a horizontal line.



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Randy Parrish, Acting Public Works Director
DATE: June 26, 2019
SUBJECT: Resolution No. 2019 – 51 Awarding Agreement to Furnish and Deliver Chemicals

The purpose of this memorandum is to recommend awarding an Agreement to Univar USA, Inc. for 2019 Chemicals Bid during FY20.

The City advertised for bids through the Anchorage Daily News, Peninsula Clarion, and the City of Kenai Website. The following bids were opened on June 25, 2019.

Bidders	Wastewater Treatment Plant			Water Treatment Facility
	Sodium Bisulfite	Sodium Hypochlorite	Mississippi Standard Hydrated Lime	Sodium Hypochlorite
Brenntag Pacific, Inc.	\$ 22,737.00	\$65,828.70	\$11,453.75	\$48,762.00
Univar USA, Inc.	\$14,416.00	\$41,580.00	\$6,987.40	\$30,800.00

The scope of work includes furnishing and delivering Sodium Bisulfite, Sodium Hypochlorite, and Mississippi Standard Hydrated Lime to Wastewater Treatment Plant at 600 S. Spruce Street and Sodium Hypochlorite to the Water Treatment Facility at 420 Shotgun Drive.

Bidders were also provided an opportunity to bid on Calcium Chloride for the Streets Department. Bids solely for Calcium Chloride were allowed. Along with the other two bidders, North Star Supply bid just on Calcium Chloride. Based on the bids received, Administration determined it is not in the best interest of the City to make the purchase at this time and intends to pursue the acquisition of Calcium Chloride in late winter of 2020.

Thank you for your support on this Resolution.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AMENDING ITS COMPREHENSIVE SCHEDULE OF RATES, CHARGES, AND FEES TO ELIMINATE THE AMBULANCE FEE FOR PATIENT TREATMENT WITHOUT TRANSPORT.

WHEREAS, the City's Charity Care Policy relies on Central Peninsula Hospital to determine a patient's ability to pay; and,

WHEREAS, because patients who are not transported to the hospital are likely to not have a determination on their ability to pay; and,

WHEREAS, without an ability to pay determination, patients who do not have the ability to pay could be subjected to collection procedures; and,

WHEREAS, postponing the implementation of a fee for treatment without transport until a viable charity care methodology is developed is in the best interest of the City and its residents.

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

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

**FIRE DEPARTMENT
AMBULANCE FEES**

BLS Non-emergency	\$450.00
BLS Emergency	\$575.00
ALS I (advanced life support)	\$700.00
ALS II	\$875.00
[TREATMENT WITH NO TRANSPORT	\$250.00]
Mileage per mile	\$14.00

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

ADOPTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Terry Eubank, Finance Director
DATE: June 26, 2019
SUBJECT: **Resolution No. 2019 – 52**

The purpose of this memo is to recommend adoption of Resolution 2019-52 amending the City's Comprehensive Schedule of Rates, Charges, and Fees to eliminate the ambulance fee for treatment of patients without transporting the patient to Central Peninsula Hospital. This fee was proposed as part of the FY2020 Budget and is projected to generate \$15,404 based upon FY2018 run data. The fee is ineligible for reimbursement by Medicare and only 14%, estimated at \$3,300, is recoverable from \$23,580 in Medicaid billing. The remaining \$12,104 is projected to be collected from private pay and privately insured patients.

The City has adopted a Charity Care Policy to reduce or eliminate the fees charged for ambulance service for those with limited or no ability to pay. The City matches the percentage of bill waiver granted by Central Peninsula Hospital (CPH) to patients transported by the Kenai Fire Department. CPH's Charity Care Policy is based on a financial analysis of a patient's ability to pay. The process not only looks at the patient's income but also at the patient's assets and credit history for this determination. It is a complex process requiring substantial documentation from the patient and staff resources to complete. The process would also require the City to collect and maintain personal protected information (PPI) from individuals which would likely require new network security requirements to insure patient PPI is protected and secure.

Considering the inability to provide charity care using the City's existing policy, the costs and complexity of amending the City's Charity Care Policy, and the limited revenue that will be generated, the Administration recommends and respectfully requests your support for Resolution 2019-52 that will eliminate the ambulance fee for treatment of patients who are not transported to Central Peninsula Hospital.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2019-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE CITY OF SOLDOTNA TO PROVIDE ANIMAL SHELTER SERVICES FOR THE CITY OF SOLDOTNA AT THE KENAI ANIMAL SHELTER.

WHEREAS, the City of Kenai provides animal control services within the City and operates the Kenai Animal Shelter, providing the sheltering of animals from both the City of Kenai and areas around the City within the Kenai Peninsula Borough; and,

WHEREAS, the mission of Kenai Animal Control is to provide humane care and shelter to all animals housed at the Kenai Animal Shelter, and to fairly enforce the City's code of animal ordinances throughout the City of Kenai; and,

WHEREAS, the number of animals received by the Soldotna Animal Shelter has declined significantly during recent years, with just over 100 animals housed during calendar year 2018; and,

WHEREAS, the City of Soldotna wishes to close their animal shelter and utilize the Kenai Animal Shelter for sheltering services for their animals; and,

WHEREAS, the number of animals received by the Kenai Animal Shelter has also declined, with 1072 animals received in 2014 and only 829 animals during calendar year 2018, creating the capacity to accept additional animals; and,

WHEREAS, consolidating animal shelter services in Kenai will improve consistency across jurisdictional boundaries, enable more cost-effective animal services by utilizing economies of scale, and improve ease of access for the public by providing a single location for shelter services in the central Kenai Peninsula.

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

Section 1. That the City Manager is hereby authorized to enter into a one-year agreement with the City of Soldotna for the contracting out of animal shelter services at the Kenai Animal Shelter.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3rd day of July, 2019.

BRIAN GABRIEL, SR., MAYOR

Resolution No. 2019-53

Page 2 of 2

ATTEST:

Jamie Heinz, CMC, City Clerk

AGREEMENT FOR ANIMAL CONTROL SHELTER SERVICES

THIS AGREEMENT is entered into this ___ day of July, 2019, by and between the CITY OF KENAI (“**Kenai**”) and the **CITY OF SOLDOTNA** (“**City**”).

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Cities of Kenai and Soldotna desire to partner, in making regional animal shelter services work effectively.

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Kenai and City agree as follows:

1. Term. The term of this Agreement shall be from July 5, 2019 through and including June 30, 2020, unless terminated earlier in accordance with the terms of this Agreement. On or before March 1, 2020, each party shall notify the other party whether they wish to extend the term with or without amendments.

2. Services Provided. Kenai shall perform/provide the following services in accordance with the provisions of this Agreement:

- a. **Shelter Services.** Kenai shall provide shelter services for animals; 1) impounded by City; 2) owned or in the custody of City residents who voluntarily relinquish custody; 3) taken into custody by members of the public within City boundaries; or 4) ordered quarantined at the animal shelter by City (collectively “Soldotna Animals”). Shelter Services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals at the Kenai Animal Shelter (the “Shelter”) located at 510 N. Willow Street in Kenai. The Shelter shall generally be open to the public not less than 30 hours per week, and not less than 5 days per week excluding holidays, for purposes of pet redemption, adoption, license sales services and pet surrenders subject to staffing issues, maintenance and unforeseen events.

In accordance with Kenai’s ordinances, policies and procedures, and subject to the provisions of Section 3 of this Agreement (Appeal), the following services shall be provided under this Agreement:

- i. exercise, care and feeding, and reasonable medical attention for Soldotna Animals impounded at the Shelter;
- ii. provide for and manage adoptions and related activities leading to the placement

of animals in appropriate homes.

- iii. Kenai shall provide euthanasia services.
 - iv. Kenai shall provide for the quarantine of animals.
 - v. Kenai shall provide the Soldotna Chief of Police a key and alarm code to the Shelter and allow City after hours access to the Shelter for the limited purpose of impounding or quarantining Soldotna Animals when the Shelter is not open to the public. Only Soldotna employees that have received an orientation on after hours drop off procedures by Kenai staff may have access to the Shelter Key and alarm code. Soldotna employees must follow after hours drop off procedures.
- b. **Licensing Services.** Kenai shall provide for the sale of City of Soldotna pet licenses, available to the public in person, at the Kenai Shelter during regular business hours. Kenai may collect and retain the City's animal licensing fee for each Soldotna Animal licensed by Kenai. Soldotna licenses shall be provided to Kenai by the City of Soldotna.
 - c. **Record Keeping and Reporting.** Kenai will keep appropriate records of Soldotna Animals, and will provide the City with an electronic report not less than quarterly summarizing data for Soldotna Animals impounded at the Kenai Animal Shelter. Kenai will maintain a database and will provide current pet license data files (or otherwise provide shared electronic access to such files) upon request of the City. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the Kenai's database on licensed Soldotna Animals. Soldotna will provide Kenai records of licenses sold by Soldotna.

3. Appeal. Kenai shall conduct administrative appeals related to impoundment or quarantining of Soldotna Animals in accordance with the Kenai administrative appeals procedure, whereby persons who own an impounded or quarantined animal may be able to request a hearing to determine whether the animal was lawfully impounded and/or if the animal was lawfully withheld from redemption or disposed of except appeals challenging the decision of a City of Soldotna employee to impound or quarantine a Soldotna Animal ("Soldotna Appeals"). Soldotna Appeals shall be conducted by the City of Soldotna in accordance with the City of Soldotna administrative appeals procedure.

4. Time of Performance. Kenai shall commence performance on July 5, 2019 and complete performance June 30, 2020. The time for completion of performance may be extended by mutual written agreement of City and Kenai.

5. Compensation. City shall pay Kenai as compensation for the services rendered under this Agreement, a lump sum of Forty-Two-Thousand Dollars (\$42,000.00). Should more than one hundred fifty animals be placed with Kenai by City during the initial term, Kenai shall be paid an additional sum of Three Hundred Eighty Four Dollars per animal (\$384/animal) ("Surcharge"). The amounts payable to Kenai shall not exceed the sums identified in this

paragraph without the prior written approval of the City.

City agrees to make quarterly payments of ten thousand five hundred dollars (\$10,500), payable on July 15, October 15, January 15, and April 15. Quarterly payments and any Surcharge due to Kenai shall be payable, provided Kenai submits a proper invoice for each billing, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. All invoices are otherwise due and payable within thirty (30) days of receipt by City.

6. Shelter and Licensing Fees. Kenai may collect applicable fees in accordance with Kenai's ordinances, policies and procedures and may collect applicable Soldotna licensing fees (collectively "Kenai Fees"). Kenai may retain all Kenai Fees. Under no circumstances may Kenai collect Kenai Fees from City.

7. Services Supplied by City. City shall:

- a. transport impounded Soldotna Animals to and from the Shelter.
- b. impound or quarantine Soldotna Animals transported to the Shelter at times the Shelter is not open to the public.
- c. conduct Soldotna Appeals and notify Kenai of the decision on appeal.
- d. enforce violations of City animal control ordinances,
- e. perform neighborhood patrol and response to calls for service within Soldotna city limits.
- f. participate in the updating and sharing of information and data regarding pets, owners, addresses and violations, to be shared with Kenai or maintained in a way that is accessible to both parties.

8. Independent Contractor Status. In Performing under this Agreement, Kenai acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

9. Indemnification. City shall defend and indemnify Kenai or any employee or other representative thereof from and against losses, damages, liabilities, expenses, claims and demands (collectively "Claim") arising out of Kenai's performance of this Agreement unless the Claim arises out of Kenai's failure to follow Kenai's ordinances, policies or procedures or Kenai's failure to comply with the provisions of this Agreement.

10. Assignment. Kenai shall not assign this Agreement or any of the monies due or to become due thereunder without the prior written consent of the City.

11. Subcontracting. Kenai may not subcontract its performance under this Agreement without the prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement.

12. Designation of Representatives. The parties agree, for the purposes of the Agreement, that the City shall be represented by and may act only through the following representatives and their successors who shall have the authority to act and bind the parties in connection with this Agreement:

For the City of Soldotna: Stephanie Queen, City Manager
177 N. Birch Street
Soldotna, AK 99669
squeen@soldotna.org

For the City of Kenai: Paul Ostrander, City Manager
210 Fidalgo Ave.
Kenai, AK 99611
postrander@kenai.city

13. Insurance. Kenai shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both Kenai and the City against liability that may accrue against them or either of them in connection with the performance of Kenai under this Agreement:

- a. Insurance in at least the required statutory amounts covering claims under worker's compensation, disability benefits and other similar employee benefit acts; and
- b. General liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$500,000.

14. Insurance Certificate. All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City, and shall provide that no failure of Kenai to comply with any condition or provision of this Agreement or other conduct of Kenai, or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be provided to the general offices of the City. If Kenai fails to comply with these insurance requirements, the City may terminate this Agreement with ten (10) days written notice.

15. Claims Recovery. Claims by the City resulting from Kenai's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Kenai for work performed or to be performed. City shall notify Kenai of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

16. Compliance with Applicable Laws. Kenai shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder.

17. Venue and Applicable Law. The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

18. Attorney's Fees. In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

19. Waiver. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by either party, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of either party to enforce the same or any other provision in the event of any subsequent breach or default.

20. Binding Effect. The terms, conditions and covenants contained in this Agreement shall apply to, insure to the benefit of, and bind the parties and their respective successors.

21. Termination. Either party may terminate this Agreement upon failure by the other party to comply with any terms or conditions of this Agreement. Prior to termination, the terminating party must provide the other party with written notice and a minimum of ten days opportunity from the date of the notice to cure the violation. If the violation is not cured within ten days, or additional time provided at the sole discretion of the terminating party, the terminating party may terminate the agreement in writing.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement on the respective date indicated below.

CITY OF SOLDOTNA

DATED: _____

BY: _____

Stephanie Queen

ITS: City Manager

CITY OF KENAI

DATED: _____

BY: _____

Paul Ostrander

ITS: City Manager



"Village with a Past, City with a Future"

210 Fidalgo Ave, Kenai, Alaska 99611-7794
Telephone: (907) 283-7535 | Fax: (907) 283-3014
www.kenai.city

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 27, 2019
SUBJECT: **Resolution No. 2019 – 53 – Authorizing a One-Year Agreement with the City of Soldotna to Provide Animal Shelter Services**

The City of Soldotna has seen a significant decrease over the last several years in the total number of animals received at their animal control shelter, declining to just over 100 animals received during 2018. The City of Kenai Animal Shelter has also seen a decrease in the number of animals received over the last five years, falling from 1,072 animals in 2014 to 829 in 2018.

In April of this year, the Soldotna City Manager requested that the City of Kenai consider providing shelter services on behalf of the City of Soldotna. Administration conducted an analysis of the current operations at the Kenai Animal Shelter, and it was determined that we could accept the Soldotna animals without increases in staffing at the Shelter and with minimal increases in operational costs of less than \$5,000.

Resolution No. 2019-53 authorizes the Kenai City Manager to enter into a one-year agreement with the City of Soldotna to provide animal shelter services for the City of Soldotna at the Kenai Animal Shelter. The Agreement provides for a lump sum payment from the City of Soldotna to the City of Kenai of \$42,000 for fiscal year 2020. This payment was based on historical data and the number of anticipated animal intakes from the City of Soldotna animal shelter of up to 150 animals. If more than 150 City of Soldotna animals are received by Kenai during the fiscal year, there will be an additional charge to the City of Soldotna of \$384 per animal. The Agreement also allows the City of Kenai to sell City of Soldotna licenses and retain those revenues.

Although the Agreement is for one year, if the partnership proves successful, it is anticipated that a new multiple-year agreement would be pursued.

Your consideration is appreciated.

**KENAI CITY COUNCIL WORK SESSION
LAND SALE AND LEASING POLICIES AND PROCEDURES
JUNE 11, 2019 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR GABRIEL, PRESIDING**

NOTES

Council present: Mayor Gabriel, J. Glendening, H. Knackstedt, G. Pettey, B. Molloy
Others present: City Manager P. Ostrander, Finance Director T. Eubank, Assistant to City
Manager C. Cunningham, City Planner E. Appleby, Assistant to the City
Attorney C. Herr

A. Call to Order

Mayor Gabriel called the work session to order at 6:00 p.m.

B. Introduction – Mayor Gabriel

Mayor Gabriel introduced Council and staff members present.

C. Public Comment (limited to 3 minutes per speaker; 30 minutes' aggregate)

There was no one from the public wishing to be heard.

D. Presentation of Land Sale and Leasing Policies and Procedures by City Manager Paul Ostrander and Assistant to City Manager Christine Cunningham

City Manager, Paul Ostrander, provided a history of the land sale and leasing policies and procedures projects on the Airport Reserve land and the General Fund land; explained the committee's purpose was to provide land policies and practices that encourage responsible growth and development to support a thriving business, residential, recreational, and cultural community. He added that he believed the policies would improve the finances of the City, create opportunities for people and businesses that wanted to relocate to Kenai, and would improve the quality of life for all the residents of the City. Ostrander also provided an update on the status of the Land Management Plan.

Assistant to the City Manager, Christine Cunningham, noted the City owned over 5,000 acres of property, acquired from several agencies for various reasons, many parcels having specific restrictions, and provided an overview of the City's land leasing and selling programs from 1975 to present. She added that there has been a renewed interest in leasing and purchasing City property since the adoption of the policies and procedures specific to the Airport Reserve property due to the development incentives. Cunningham also provided an overview of the status of leased properties.

Cunningham discussed objectives the working group defined to help achieve the goal of developing policies and procedures for the lease and sale of General Fund land and provided an overview of the City-wide Land Management Plan. She then discussed recommended

Kenai Municipal Code revisions to make the process applicant-friendly, uniform conditions for determining initial length lease term, creating predetermined conditions for lease extension and renewal, creating protections from excessive rent increases, providing favorable provisions for the disposition of improvements, providing for development incentives, providing a methodology for sale of leasehold properties, providing a methodology for sale of vacant properties, and updating the Special Use Permit process.

Clarification was provided on lease rate adjustments and property tax provisions.

It was suggested properties that are beneficial for the protection of fish and bird habitat be retained and zoned conservation and properties that might be beneficial to be retained for a public purpose be identified. It was also suggested buffer type properties to buffer residential areas from business or industrial areas be identified and preserved.

Clarification was provided that staff had been taking an exhaustive look at each parcel and the City would retain that information to help make decisions on each parcel into the future. Clarification was also provided that responsible growth and development took into consideration the conservation aspects previously discussed.

There was discussion regarding the competitive process for the initial lease application to ensure the highest and best use and value to the City was realized. There was also discussion regarding transparency in the competitive process.

Clarification was provided on the options of land sales and over the counter sales.

E. Additional Public Comment (limited to 3 minutes per speaker; 30 minutes' aggregate)

There was no one wishing to be heard.

F. Council Discussion

Clarification was provided there would an ability to scroll and orient in the mapping software and drill deeper on information on City owned property and that limited information would be available on privately owned property.

Appreciation was expressed for the work that went into the project and it was noted the end result would be beneficial for the community.

It was noted the competitive process would be good for both parties.

G. Adjournment

The work session adjourned at 7:15 p.m.

Notes were prepared by:

Jamie Heinz, CMC
City Clerk

**KENAI CITY COUNCIL – REGULAR MEETING
JUNE 19, 2019 – 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 19, 2019, in City Hall Council Chambers, Kenai, AK. Mayor Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Brian Gabriel, Mayor	Robert Molloy (absent)
Henry Knackstedt	Tim Navarre
Jim Glendening	Robert Peterkin
Glenese Pettey	

A quorum was present.

Also in attendance were:

Paul Ostrander, City Manager
Scott Bloom, City Attorney
Jamie Heinz, City Clerk

3. Agenda Approval

Mayor Gabriel noted the following revisions to the packet:

Add to item D.8.	Resolution No. 2019-41 <ul style="list-style-type: none">• Exhibit A – Fee Schedule
Add to item J.1.	City Manager's Report <ul style="list-style-type: none">• Public Works Midmonth Report

MOTION:

Council Member Knackstedt **MOVED** to approve the agenda with the requested revisions to the packet and Council Member Glendening **SECONDED** the motion.

MOTION TO AMEND:

Vice Mayor Navarre **MOVED** to amend the agenda by adding an Executive Session item entitled, "Discussion of Kenai Visitor Center Management a Matter of Which the Immediate Knowledge may have an Adverse Effect upon the Finances of the City [AS44.62.310(c)(1)]" and requested **UNANIMOUS CONSENT**. Council Member Glendening **SECONDED** the motion.

VOTE ON THE MOTION TO AMEND: There being no objections, **SO ORDERED**.

UNANIMOUS CONSENT was requested on the main motion.

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

4. Consent Agenda

MOTION:

Council Member Knackstedt **MOVED** to approve the consent agenda and requested **UNANIMOUS CONSENT**. Vice Mayor Navarre **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: There being no objections, **SO ORDERED**.

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

B. SCHEDULED PUBLIC COMMENTS – None

C. UNSCHEDULED PUBLIC COMMENTS

Jodi Stuart provided an update on the dog park noting the area within Daubenspeck Park had been cleared and the buffer left between the cleared area and the parking area would be limbed in the near future. She also noted that they would be getting help to remove stumps soon and then holding an open house.

D. PUBLIC HEARINGS

1. **Ordinance No. 3069-2019** – Appropriating FY2019 Budgeted Funds for Municipal Roadway Improvements in the Municipal Roadway Improvements Capital Project Fund for Future Roadway Projects. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3069-2019 and Council Member Peterkin **SECONDED** the motion.

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

Clarification was provided the projects would begin in the coming weeks.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Navarre, Peterkin, Gabriel
NAY:

MOTION PASSED UNANIMOUSLY.

2. **Ordinance No. 3070-2019** – Authorizing a Budget Transfer in the General Fund, Decreasing Estimated Revenues and Appropriations in the Senior Citizen Special Revenue Fund and Appropriating FY2019 Budgeted Amounts in the Senior Center Improvement Capital Project Fund for Carpet Replacement. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3070-2019 and Council Member Glendening **SECONDED** the motion.

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

VOTE:

YEA: Knackstedt, Glendening, Pettey, Navarre, Peterkin, Gabriel
NAY:

MOTION PASSED UNANIMOUSLY.

3. **Ordinance No. 3071-2019** – Increasing Estimated Revenues and Appropriations in the General, Airport Special Revenue, Personal Use Fishery Special Revenue, and Senior Citizen Special Revenue Funds; Authorizing the Binding of Insurance Coverage for the City for the Period of July 1, 2019 through June 30, 2020; and Authorizing Execution of a Three-Year Agreement for Insurance Coverage. (Administration)
 - a. Motion for Introduction
 - b. Motion for Second Reading (Requires a Unanimous Vote)
 - c. Motion for Adoption (Requires Five Affirmative Votes)

MOTION FOR INTRODUCTION:

Vice Mayor Navarre **MOVED** to introduce Ordinance No. 3071-2019 and Council Member Peterkin **SECONDED** the motion.

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

VOTE ON INTRODUCTION:

YEA: Knackstedt, Glendening, Pettey, Navarre, Peterkin, Gabriel
NAY:

MOTION PASSED UNANIMOUSLY.

MOTION FOR SECOND READING:

Vice Mayor Navarre **MOVED** to hold the second reading on Ordinance No. 3071-2019 and Council Member Glendening **SECONDED** the motion

VOTE ON SECOND READING:

YEA: Knackstedt, Glendening, Pettey, Navarre, Peterkin, Gabriel
NAY:

MOTION PASSED UNANIMOUSLY.

MOTION FOR ENACTMENT:

Vice Mayor Navarre **MOVED** to enact Ordinance No. 3071-2019 and Council Member Glendening **SECONDED** the motion

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

MOTION TO AMEND:

Council Member Knackstedt **MOVED** to amend by deleting Airport Special Revenue Fund Estimated Revenues and Appropriations and associated amounts within Section 1 and Council Member Glendening **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

MOTION TO AMEND:

Council Member Knackstedt **MOVED** to amend by deleting "Airport Special Revenue," in the title and Council Member Pettey **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

VOTE ON MOTION TO ENACT AS AMENDED:

YEA: Knackstedt, Glendening, Pettey, Navarre, Peterkin, Gabriel
NAY:

MOTION PASSED UNANIMOUSLY.

4. **Resolution No. 2019-37** – Authorizing the City Manager to Enter Into an Automated Teller Machine (ATM) Concession for the Kenai Municipal Airport. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-37 and requested **UNANIMOUS CONSENT**. Council Member Peterkin **SECONDED** the motion.

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

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

5. **Resolution No. 2019-38** – Amending City Council Policy 2017-01, Procedures for the Use and Management of City Issued Mobile Devices, to Provide Procedures for Planning and Zoning Commission Use and Make Other Housekeeping Amendments. (Council Member Knackstedt)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-38 and Council Member Glendening **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

It was noted that the Planning and Zoning Commission had requested devices to be able to go paperless and clarification was provided that the amendments to the policy provided for the Planning and Zoning Commission to be issued mobile devices for their use.

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

6. **Resolution No. 2019-39** – Authorizing the Transfer of Funds from the General Fund Library Department to the General Fund Buildings Department; and Authorizing the Issuance of a Purchase Order in the Amount of \$16,795.00 for the Replacement of ADA Automatic Door Operators at the Library. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-39 and Council Member Glendening **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

Clarification was provided that the transfer was to affect the FY2019 budget and that the failing operations of the door were potentially due to weather.

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

7. **Resolution No. 2019-40** – Authorizing a Budget Transfer in the General Fund – Police Department for the Purchase of a Forensic Investigation Tool. (Administration)

MOTION:

Council Member Glendening **MOVED** to adopt Resolution No. 2019-40 and Council Member Peterkin **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

Clarification was provided that an ordinance had been enacted at the June 5th meeting appropriating the funds in the FY2019 budget, however, the funds were needed in a different account based on the cost of the tool which was why the resolution transferring the funds was necessary.

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

8. **Resolution No. 2019-41** – Authorizing a Facility Management Agreement with the Boys & Girls Club of the Kenai Peninsula, Inc. for the Operation and Management of the Kenai Recreation Center in the Amount of \$130,000 Per Year. (Administration)

MOTION:

Council Member Glendening **MOVED** to adopt Resolution No. 2019-41 and Council Member Knackstedt **SECONDED** the motion.

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

Clarification was provided that there were some changes proposed to the specific performance requirements of the agreement relating to hours of operations on Sundays, the need for a deposit for after-prom and after-graduation activities, and the need to add Boys and Girls Club Activities.

MOTION TO AMEND:

Council Member Knackstedt **MOVED** to amend Section 1 of the resolution to read, "That the Kenai City Council authorizes the City Manager to execute a Facility Management Agreement with the Boys & Girls Club of the Kenai Peninsula, Inc., similar to the attached agreement," and Council Member Pettey **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

VOTE TO AMEND: There being no objection, **SO ORDERED.**

UNANIMOUS CONSENT was requested on the main motion as amended.

VOTE ON THE MAIN MOTION AS AMENDED: There being no objection, **SO ORDERED.**

9. **Resolution No. 2019-42** – Awarding an Agreement for Providing and Servicing Portable Restrooms and Dumpsters on the North and South Kenai Beaches, Including Portable Restrooms at the City Dock, During the 2019 Personal Use Fishery. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-42 and Council Member Glendening **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

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

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

10. **Resolution No. 2019-43** – Awarding An Agreement For Providing And Servicing Road Accessible Dumpsters At The End Of South Spruce Street, Kenai Little League Parking Lot And Kenai City Dock During The 2019 Personal Use Fishery. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-43 and requested **UNANIMOUS CONSENT**. Council Member Glendening **SECONDED** the motion.

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

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

11. **Resolution No. 2019-44** – Supporting Kenai Peninsula Borough Ordinance 2019-11, Repealing KPB 5.18.430(F) which Requires Voter Approval to Increase the Sales Tax Cap. (Vice Mayor Navarre)

MOTION:

Vice Mayor Navarre **MOVED** to adopt Resolution No. 2019-44. Council Member Knackstedt **SECONDED** the motion and requested **UNANIMOUS CONSENT**.

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

There was objection to unanimous consent.

The sponsor noted that after the joint work session with the Kenai Peninsula Borough Assembly he requested the resolution and asked for support. He pointed out the only option for the Kenai Peninsula Borough to increase revenue was to increase property tax and removal of the tax cap expanded ways to increase revenues.

It was suggested it was reasonable for the tax cap dollar amount to increase given changes in the cost of living since the tax cap had been in place.

It was noted the matter affected residents of the City that paid property taxes and the ability to increase the sales tax cap closed the gap more evenly as non-residents would be helping.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Navarre, Gabriel
NAY: Peterkin

MOTION PASSED.

E. MINUTES

1. *Regular Meeting of May 15, 2019

Approved by the consent agenda.

2. *Regular Meeting of June 5, 2019

Approved by the consent agenda.

F. UNFINISHED BUSINESS

1. **Ordinance No. 3068-2019** – Amending Kenai Municipal Code 14.20.320- Definitions and 14.20.330- Standards for Commercial Marijuana Establishments to Prohibit Onsite Consumption of Marijuana at Retail Marijuana Stores Requiring an Onsite Consumption Endorsement. (Council Members Pettey and Glendening)
[Clerk's Note: This Item was Postponed from the June 5 Meeting to This Meeting; A Motion to Enact is On the Floor]
 - **Substitute Ordinance No. 3068-2019** – Amending Kenai Municipal Code 14.20.320 – Definitions, and Implementing a Moratorium Prohibiting Onsite Consumption of Marijuana at Retail Marijuana Stores Requiring an Onsite Consumption Endorsement Until July 1, 2021.

A history of the onsite consumption provisions enacted by the state, the failed City ordinance containing provisions for the City, and the proposed ordinance to prohibit onsite consumption was provided. It was noted local police officers expressed public safety concerns and concerns with the inability to test for driving under the influence. It was suggested the ordinance protected public safety and public health and supported quality of life in the City.

It was suggested that current needs of the industry were being met and no need had been expressed to necessitate providing for onsite consumption.

MOTION TO AMEND:

Vice Mayor Navarre **MOVED** to amend by Substitute Ordinance No. 3068-2019. The motion failed for lack of a second.

It was reiterated a need in the industry could not be substantiated and exorbitant fees and requirements to provide onsite consumption were pointed out.

It was suggested things would change as others around the state provided for onsite consumption and a moratorium would allow the City to flex with changes.

There was concern with the message allowing for onsite consumption sent to youth.

VOTE ON THE MAIN MOTION:

YEA: Knackstedt, Glendening, Pettey, Navarre, Gabriel
NAY: Peterkin

MOTION PASSED.

G. NEW BUSINESS

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

Approved by the consent agenda.

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

Approved by the consent agenda.

3. ***Action/Approval** – Non-Objection to the Renewal of a Marijuana Retail Store License for Cook Inlet Cannabis Company, D/B/A East Rip. (City Clerk)

Approved by the consent agenda.

4. ***Action/Approval** – Special Use Permit to Alaska Air Fuel, Inc. for Aircraft Loading and Parking on the Apron. (Administration)

Approved by the consent agenda.

5. ***Action/Approval** – Special Use Permit to Crowley Fuels, LLC for Aircraft Loading and Parking on the Apron. (Administration)

Approved by the consent agenda.

6. ***Action/Approval** – Special Use Permit to Empire Airlines, Inc. for Aircraft Parking on the Apron. (Administration)

Approved by the consent agenda.

7. ***Action/Approval** – Special Use Permit to Everts Air Fuel, Inc. for Aircraft Loading and Parking on the Apron. (Administration)

Approved by the consent agenda.

8. ***Action/Approval** – Special Use Permit to United Parcel Service Company for Aircraft Loading and Parking on the Apron. (Administration)

Approved by the consent agenda.

9. **Action/Approval** – Special Use Permit to James Doyle d/b/a Weaver Brothers for Truck and Trailer Storage. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to approve a Special Use Permit to James Doyle d/b/a Weaver Brothers for truck and trailer storage and requested **UNANIMOUS CONSENT**. Council Member Peterkin **SECONDED** the motion.

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

10. **Action/Approval** – Special Use Permit to Alaska Salmon Fertilizer for Filet Services to Collect Fish Cleaning Waste. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to approve a Special Use Permit to Alaska Salmon Fertilizer for filet services to collect fish cleaning waste and requested **UNANIMOUS CONSENT**. Council Member Glendening **SECONDED** the motion.

It was noted the sanitary filleting of fish and the use of wastes was a win-win for the City and dipnet fishery users.

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

11. **Action/Approval** – Confirm Mayoral Nomination for Recommendation of City of Kenai Representative to Kenai Peninsula Borough Planning and Zoning Commission. (Mayor Gabriel)

MOTION:

Council Member Glendening **MOVED** to confirm the Mayor's nomination of Diane Fikes for recommendation for the City of Kenai Representative to Kenai Peninsula Borough Planning and Zoning Commission and requested **UNANIMOUS CONSENT**. Council Member Knackstedt **SECONDED** the motion.

Appreciation was expressed for Ms. Fikes' willingness to serve in this way.

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

12. **Discussion** – Land Sale and Leasing Policies and Procedures. (Administration)

City Manager Ostrander noted the information provided was a lot to digest and administration wanted to provide an opportunity to discuss and ask questions; he added the overall Land Management Plan was expected to be developed by Winter 2020.

It was suggested contours be provided for creeks or ravines as a layer to turn on and off in the geographic information system software to help show those features.

Appreciation was expressed for the work put into the policies and procedures to provide clarity for residents and business owners. It was suggested some subdivisions and a business park be created to be put on the market.

It was noted Council wanted to see the project move forward on the proposed trajectory.

Gratitude was expressed for the amount of work and diligence on the project.

H. COMMISSION/COMMITTEE REPORTS

1. Council on Aging – It was reported the Council heard about satisfaction survey results, grant filings, and project updates at their June 13 meeting; next meeting July 11.

2. Airport Commission – It was reported the Commission heard an update on the Terminal Renovation Project, discussed the condition of Willow Street, and heard an update regarding the Kenai Peninsula Air Fair; next meeting July 11.
3. Harbor Commission – It was reported the Commission recommended priorities for the Capital Improvement Projects associated with the Harbor; next meeting August 12.
4. Parks and Recreation Commission – No report; next meeting August 1.
5. Planning and Zoning Commission – It was reported that at their June 12 meeting the Commission approved a Conditional Use Permit for extraction of gravel, approved the transfer of two Conditional Use Permits for the same applicant due to a name change for hotel and guide services, and recommended the City Planner send a letter to a developer for a one time extension to finalize their plat; next meeting June 26.
6. Beautification Committee – No report; next meeting September 10.
7. Mini-Grant Steering Committee – No report.

I. REPORT OF THE MAYOR

Mayor Gabriel reported on the following:

- Attended the Historical Buildings of Kenai Art Show.
- Attended the Kenai Peninsula Air Fair noting he delivered a military appreciation proclamation at the event;
- Attended the inaugural Kite Festival noting the community involvement to make it successful;
- Commended Allie Ostrander on her third straight national championship in steeplechase in addition to a record she set;
- Provided a reminder of the upcoming Fourth of July parade.

J. ADMINISTRATION REPORTS

1. City Manager – P. Ostrander reported on the following:
 - Toured homeless camps with Kenai Police Department;
 - Noted new restrictions at the library addressing people who made the facility uncomfortable for residents and families;
 - A new fire engine was being built and a change order issued; expected delivery later this year;
 - Design of the Alaska Regional Fire Training Facility was on schedule with expected completion July 31.
 - Issued a temporary Certificate of Occupancy for Coming Attractions Theater;
 - The City was assisting the community group with the driveway and some cleanup of mulch and debris at the dog park;
 - Developed a method to get cranes at the dock operational this summer;
 - Work ongoing with the Corps of Engineers to provide funding for the design work to ensure the project continued moving forward.
2. City Attorney – No Report.

3. City Clerk – J. Heinz reported on training recently attended.

K. ADDITIONAL PUBLIC COMMENT

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

Al Weeks thanked the City Council members for their service and devotion to the City suggesting that even if residents did not attend meetings, it was not because they did not care. He noted he informs his congregation of items of importance to them. He also expressed gratitude to the sponsors of the ordinance to prohibit onsite consumption for their courage. Al expressed concern about the City not treating businesses within the City equally and suggested the City was picking and choosing based on tax revenue.

Sherry Innes noted she had just returned from the Galapagos Islands and noted the many rules in place when visiting to keep the islands and wildlife safe suggesting the Council was elected to ensure the residents and the community were preserved and protected. She expressed gratitude for the adoption of the ordinance prohibiting onsite consumption.

2. Council Comments

Council Member Knackstedt wished the Deputy Clerk and her new baby well.

Vice Mayor Navarre also congratulated the Deputy Clerk and her family, congratulated the winners of the Chamber of Commerce awards.

Council Member Pettey noted it was an honor to serve on the City Council adding the longer she served the more she understood the intricacies of government and how much it took to make the City run smoothly. She added that she wanted to leave a legacy to be proud of for children and grandchildren.

Council Member Glendening noted he attended the Kenai Peninsula Air Fair, attended a recent dog park meeting, attended the Chamber of Commerce awards ceremony, attended the Kenai Historic Building art show, noted the land lease work session was very informative, and noted an upcoming event at the Elks Lodge benefitting the LeeShore Center.

Council Member Peterkin noted he attended the Chamber of Commerce Awards Luncheon and thanked the Chamber Director and Chamber Board.

L. EXECUTIVE SESSION

[Clerk's Note: This item was added during approval of the agenda.]

1. Discussion of Kenai Visitor Center Management a Matter of Which the Immediate Knowledge may have an Adverse Effect upon the Finances of the City [AS44.62.310(c)(1)].

MOTION:

Vice Mayor Navarre **MOVED** to enter into executive session to discuss the Visitor Center Management a matter of which the immediate knowledge may have an adverse effect upon the

Finances of the City [AS44.62.310(c)(1) and requested the attendance of City Manager, City Attorney, and Finance Director, as needed. Council Member Peterkin **SECONDED** the motion.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Molloy, Peterkin, Navarre, Gabriel

NAY:

MOTION PASSED UNANIMOUSLY.

Council reconvened in open session, and noted for the record that they had discussed the Kenai Visitor Center management and gave administration direction.

M. PENDING ITEMS – None.

N. ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 9:41 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of June 19, 2019.

Jamie Heinz, CMC
City Clerk

PAYMENTS OVER \$15,000.00 WHICH NEED COUNCIL RATIFICATION
 COUNCIL MEETING OF: JULY 3, 2019

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	90,246.05

INVESTMENTS

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



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 28, 2019
SUBJECT: **Special Use Permit for the Use of the City Dock Crane**

The purpose of this memo is to recommend that Council authorizes the City Manager to issue an unlimited number of Special Use Permits in the same form as the attached for a non-exclusive right to use the City Dock Crane and associated dock space, furthest downriver for an annual fee of \$1,000. The Permit requires training of the permittee by City staff prior to operation of any cranes owned by the City.

Operation of the cranes at the City Dock is beneficial to the public interest, and in the past, the City has awarded a seasonal lease for operation of the dock stations based on a minimum bid. However, in recent years, the City did not receive any proposals in response to requests for bids to lease dock stations.

Time is of the essence because of the identified immediate need of the cranes for commercial fishing operations. Administration will report to Council the number of Special Use Permits that were issued after the seasonal closure of the Dock.

The attached Special Use Permit would be available to all operators on equal terms, at equal rates, and without discrimination.

Your consideration is appreciated.



SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to _____ (PERMITTEE) the non-exclusive right to use the City Dock Crane and associated dock space and infrastructure as described below:

open dock space, furthest downriver (National) Crane and floating docks

and as further shown in the attached **Exhibit A**.

1. **TERM.** This special use permit shall be from _____ to Seasonal Closure of Dock Facility in 2019.
2. **PERMIT FEES.** The Permittee shall be charged a permit fee of **\$1000.00** plus applicable sales tax.

The Permittee shall pay the City the permit fee on or before _____.

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

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

- A. Sales tax enforced, or levied in the future, computed upon the permit fee payable in monthly installments whether said fee is paid on a monthly or yearly basis;
 - B. All necessary licenses and permits; all lawful taxes and assessments which, during the term hereof may become a lien upon or which may be levied by the State, Borough, City, or by any other tax levying body, upon any taxable possessory right which Permittee may have in or to the Premises by reason of its use or occupancy or by reason of the terms of this Permit, provided however, that nothing herein contained shall prevent Permittee from contesting any increase in such tax or assessment through procedures provided by law.
 - C. Interest at the rate of eight percent (8%) per annum and penalties of ten percent (10%) of any amount of money owed under this Special Use Permit which are not paid on or before the due date.
 - D. Costs and expenses incident to this Special Use Permit, including but not limited to recording costs.
3. **USE.** The use by the Permittee of the Premises is limited to the purpose of Crane Operations. This use is subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities. Use of the Premises is subject to the following conditions:

- A. Permittee shall use the Premises only for loading and unloading of fish and other equipment and goods.
 - B. Crane operations must be conducted in a manner not to interfere with other City and Public Use of the Dock. Vehicles may not be parked, and equipment may not be placed in any manner that blocks ingress and egress from the dock. Vehicles, boats and equipment may not be left unattended at Dock or floats.
 - C. Unless specifically agreed to in a separately written authorization of the City Public Works Director, Permittee may not receive payment or other compensation for operation or use of the Crane.
4. **TRAINING.** Permittee shall, prior to operating any cranes owned by the City or permitting any employee, agent, representative, service provider, or other person to operate any City-owned crane, ensure and verify that each Covered Operator has successfully completed:
- A. Proficiency training session with the Dock Cranes administered by the City's Dock personnel.
 - B. Only those persons listed below as Permittee's Crane Operators may operate the Crane. Permittee shall not allow any other person to operate the crane.
 - a. Names of Approved Crane Operators: _____
-
5. **INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** The Permittee shall fully indemnify, hold harmless, and defend the City of Kenai, its officers, agents, employees, and volunteers at its own expense from and against any and all actions, damages, costs, liability, claims, losses, judgments, penalties, including reasonable Attorney's fees of or for liability for any wrongful or negligent acts, errors, or omissions of the Permittee, its officers, agents or employees, or any subcontractor under this Permit. The Permittee shall not be required to defend or indemnify the City for any claims of or liability for any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of or liability for the joint negligence of the Permittee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be established upon final determination of the percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Permittee" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, for each party. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the Permittee.
6. **DAMAGES.** Permittee is solely responsible for any damage to the Crane and adjacent Premises and Improvements during the term of this Permit. In the event that the Crane and adjacent City Premises and Improvements are damaged or destroyed during the term of this Permit, Permittee shall immediately notify the City and shall pay to the City all costs

of repair or replacement including, but not limited to replacement of locks or keys as determined by the City Public Works Director.

7. **NO WARRANTIES IMPLIED.** The City, its officers, agents, and employees make no warranties or representations as to the condition of the Crane and adjacent Premises and Improvements or their suitability for Permittees use. Permittee uses the Crane, adjacent Premises, and Improvements in AS IS CONDITION. Permittee shall inspect the Crane, adjacent Premises, and improvements prior to use and report any defects, hazards, or dangers to the Public Works Director before using. The City shall have no liability to Permittee or to any other person for delays, loss of use, loss of income, damage to property, personal injury, or death arising from or related to the availability, condition, or use of the Crane or adjacent Premises or Improvements during the term of this Permit.
8. **PERMITTEE'S OBLIGATION TO PREVENT AND REMOVE LIENS.** Permittee will not permit any liens, including mechanic's, laborer's, construction, supplier's, mining, or any other liens obtainable or available under existing law, to stand against the Premises or improvements on the Premises for any labor or material furnished to Permittee or to any related entity or claimed entity. The Permittee shall have the right to provide a bond as contemplated by State of Alaska law and contest the validity or amount of any such lien or claimed lien. Upon the final determination of the lien or claim for lien, the Permittee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Permittee's own expense.
9. **PARKING.**
10. **PERSONAL PROPERTY.** Personal property may not be left on the dock when permittee is not actively using the crane for loading and unloading activities.
11. **FORBEARANCE.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement herein contained, or referred to, shall not constitute or be construed as a waiver or relinquishment of the right to exercise such terms, conditions, or requirements.
12. **TERMINATION, DEFAULT.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. The City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety. The City may also terminate this Permit immediately, or upon notice shorter than 30 days, due to a failure of Permittee to comply with conditions and terms of this Permit, which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period to correct the violation or breach.
13. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.
14. **ASSIGNMENT.** Permittee may not assign, by grant or implication, the whole any part of this Permit, the Premises, or any improvement on the Premises without the written consent of the City. Unless the City specifically releases the Permittee in writing, the City may hold

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2019, the foregoing instrument was acknowledged before me by _____.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, CMC, City Clerk

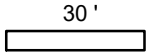
SEAL:

APPROVED AS TO FORM: _____
Scott M. Bloom, City Attorney



**City Dock
Special Use Permit**

Exhibit A



1 inch equals 42 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: 6/27/2019



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 20, 2019
SUBJECT: **Action/ Approval - Baron Park Subdivision Properties**

The purpose of this memo is to affirmatively delineate management authority for two properties in the Baron Park Subdivision to clarify which City fund is responsible for and receives the benefit from the property and improvements on the property as well as facilitate a subdivision to preserve public access along the existing constructed road.

The City has discussed properties in the Baron Park Subdivision as it relates to management authority since the property was first proposed to provide land for a future Fire Training Facility site in 1990. The 40-acre tract was undeveloped except for a small observation antennae installed by the National Oceanic and Atmospheric Administration (NOAA) and a small pond. Payment was made from the General Fund to the Airport Fund in the amount of \$212,500 to transfer Management authority for the land from the Airport Fund to the General Fund in 1991 for Marathon Road street and utility improvements to encourage industrial development in the area as well as facilitate a lease to the University of Alaska for the development of the indoor fire training facility. Since that time, the 40-acre tract has been the subject of multiple subdivisions and development as follows:

In 1991, the City entered into a lease with the University of Alaska on what is now Tract 3, but was formerly Tract A-1, an approximately 40-acre parcel. The lease was amended in 1996 to remove approximately 10 acres to be used to build the Alaska Regional Aircraft Rescue & Fire Training Center. The University constructed substantial improvements on the leased property and by mutual agreement the University and the City terminated the Lease with the City Airport Fund purchasing the improvements on the property. Ordinance 2380-2009 authorized the purchase of the improvements, which included a water launch/recovery training apparatus, Fire Training Burn Building, chain link fencing, gravel pad, utility improvements, a 1,000 square foot modular classroom, modular bathrooms and showers, an 800 square foot garage building, and other items for \$325,000. At the time the expenditure was approved by City Council, there was a discussion of repayment to the General Fund of a portion of the

\$212,500 which was paid to the Airport Fund in 1991 for the portion of the property that was returned to Airport management. No repayment was made nor was the property that was returned to Airport management clearly defined.

In 1997, the Alaska Fire Training Facility was built on what is now Tract 2, and Ordinance 1756-97 appropriated Airport Fund and Airport Improvement Program Funds for construction of the facility, which was designed to facilitate hands-on training for fire response personnel in scenarios replicating actual emergencies involving aircraft and structural/industrial settings. The Facility is currently under a Facility Management Agreement with Beacon Occupational Health and Safety Services, which occupies the first floor, and the American National Red Cross utilizes approximately 475 square feet of temporary office space on the second floor. The Airport Fund provides facility repairs and maintenance for the property with the exception of a one-time transfer of \$110,000 from the General Fund authorized by Ordinance 2296-2008 to fund repairs and maintenance at the facility due to deficits in the Airport Fund. The City and the Kenai Municipal Airport are strongly committed to rehabilitation and infrastructure at the Facility and solicited proposals for engineering, design, and construction services in March 2019 to be funded with FAA funds.

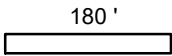
The City Council held a work session on January 27, 2010 to discuss the management authority for the Baron Park Subdivision and a return of the University parcel (now Tract 3) to the Airport in recognition of the \$325,000 paid by the Airport Fund. However, no action was taken as a result of the work session, and the City moved forward with plans to construct a City park around a small pond on the parcel. Daubenspeck Family Park was formally 'dedicated' in 2012. Ordinance No 2601-2011 appropriated \$150,000 from a State of Alaska grant for municipal improvements at Daubenspeck Park. Resolution 2018-52 authorized a portion of the park for the construction and presence of an off-leash dog park. The area encompasses approximately 22,500 square feet within Daubenspeck Family Park along the northeast side of the pond.

In 2015, the City maintenance shop facility was built on what is now Tract 1. Some of the development on this lot is in common with the lot to the west, Tract 3, the site of the University of Alaska Fire Training Facility. When the tracts were re-platted in 2012 into Tracts 1-5 Baron Park 2012 Addition, the improvements purchased by the Airport Fund on former Tract A-1 Baron Park Sub. No 7 were located on both Tract 1 and Tract 3. Additionally, the City Shop uses the access road along the lot line common to Tracts 3 and 4. The 2012 plat dedicated Daubenspeck Circle, providing interior and/or alternate access to all five tracts, but the actual constructed road is a loop, extending past the cul-de-sac bulb back to Marathon Road. A 30-foot utility easement was granted on the plat along that common lot line, running down the center of the travel way and there are water and sewer lines along the road.

Due to the number and nature of improvements on and surrounding the properties, specifically the investment by the General Fund in street and utility improvements and the Airport Fund in permanent improvements at the Fire Training Facility and former UAA Lease Lot, it is in the best interest of the City to designate the management authority for Tracts 2 and 3 to the Airport. If City Council approves of this action, management authority for Tracts 2 and 3 will accurately reflect the Airport's investment in and responsibility for the properties. Additionally, the transfer of authority will resolve the comingled responsibility and benefit of the properties to associate them with the appropriate fund as well as allow the City to move forward in a subdivision to preserve public access along the existing constructed road to Tract 1.

Your consideration is appreciated.

**Baron Park
Subdivision
2012 Addition**



1 inch equals 208 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: 5/20/2019





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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Jamie Heinz, City Clerk
DATE: June 28, 2019
SUBJECT: **Parks & Recreation Commission Appointment**

With the resignation of Noel Widmayer from the Parks and Recreation Commission on 02/07/2019, there is a vacancy on that Commission that needs to be filled.

In November 2018, Teea Winger submitted an application expressing interest in serving on the Parks and Recreation Commission. The term expires December 2020. Mayor Gabriel has requested this applicant be added to the meeting agenda for Teea's nomination and consideration by Council for confirmation.

A committee/commission vacancy shall be filled by nomination of the Mayor and confirmation by the Council (KMC 1.90.010).

Your consideration is appreciated.

Date

Sun, 11/04/2018

Name

Teea Winger

Resident of City of Kenai?

Yes

If resident, how long?

30

Residence Address

1111 5th Ct Kenai, AK 99611

Mailing Address

1111 5th Ct Kenai, AK 99611

Home Telephone

907-283-7409

Home Fax

Business Telephone

Business Fax

Email address

teeawinger@yahoo.com

May we include your contact information on our website?

Yes

If not all, what may we include?

Employer

Kenai Peninsula Borough Office Of Emergency Management

Job Title

CERT Instructor

Name of Spouse

Ronald Winger

Current Membership in Organization

CERT, Mt. View Elementary PTA

Past organizational memberships

Youth Court

Committees or commissions in which you are interested

Parks and Recreation, Beautification Committee, Harbor Commission, Planning and Zoning

Why do you want to be involved with this commission or committee?

I was born and raised in Kenai and I'm always giving back and trying to better my community. I feel I have a lot to give and I'm excited to learn new things. I want Kenai to continue to be an amazing place for people like myself to raise our families.

What background, experience, or credentials do you possess to bring the board, commission, or committee membership?

I've been a small business owner and have volunteered in Kenai my entire life. I know the city and many of our residents. I believe in being active and making a difference. I'm a Community Emergency Response Team Member and Instructor. I have organized blood drives, fundraisers, and events. I'm on the Mt. View Elementary PTA and volunteer a lot of my time to the school. I feel more people my age should be involved and I hope to learn more about our city to encourage them to get active as well.



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
FROM: Paul Ostrander, City Manager
DATE: June 28, 2019
SUBJECT: Discussion – City Parks; Hours of Operation

The purpose of this correspondence is to inform you that Administration is considering limiting the operating hours for our local parks. Presently, all of the parks in our system are available for public use 24/7.

Vandalism of City property in our parks often occurs during non-daylight hours. The use of parks for inappropriate activities, particularly during late evening and early morning hours have become an increasingly significant concern. An increased number of needles and other drug paraphernalia are found in City parks. Many parks are located in, or adjacent to residential neighborhoods which has led to noise complaints from residents. City Administration believes that closing our parks for certain periods will protect our park assets and improve the public's safety without significantly detracting from the intended use of the parks.

Park operating hours were last discussed in 2013, and at that time, only a small handful of park locations were examined. For standardization and enforcement purposes, all park locations would have the same operating hours. The affected areas would include:

- Beaver Creek Park
- Cunningham Park (special provisions may apply)
- Daubenspeck Park
- Eric Hansen Scout Park
- Fourth Ave Park
- Leif Hansen Memorial Park
- Municipal Park
- Old Town Park
- Skate Park
- Kenai Little League complex
- East End Park (Eagle Disc Golf Course and trails)

The table below contains the operating hours from other municipalities in Alaska:

Community	Park Hours of Operation
City of Soldotna	3:30 a.m. to 1:30 a.m.
Municipality of Anchorage	8:00 a.m. to 10:00 p.m.
City of Seward	7:00 a.m. or Dawn to 10:00 p.m. or Dusk
City of Wasilla	8:00 a.m. to 10:00 p.m.

City Administration is recommending park operational hours be limited to 5:00 a.m. to 12:00 p.m. (midnight). While parks are closed, entering, remaining, stopping or parking within the confines of the park would be prohibited.

Your consideration is appreciated.

**KENAI COUNCIL ON AGING MEETING
JUNE 13, 2019 – 4:30 P.M.
KENAI SENIOR CENTER
361 SENIOR CT., KENAI, AK 99611
<http://www.kenai.city>**

MEETING SUMMARY

1. CALL TO ORDER

The meeting was called to order by Chair Roy Williams at 4:30 p.m.

a. Pledge of Allegiance

Chair Williams led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Members Present: Williams, Geller, Weeks, Erwin, Nelson, Thornton, Bise, Modigh
Members Absent: Milewski

A quorum was present.

Staff/Council Liaison
Present: Administrative Assistant Clary, Council Member Glendinging

e. Agenda Approval

MOTION:

Member Geller **MOVED** for approval of the agenda and Member Weeks **SECONDED** the motion. There were no objections. **SO ORDERED.**

2. **SCHEDULED PUBLIC COMMENTS** (*Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregate*)

3. **UNSCHEDULED PUBLIC COMMENT** (*Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregate*)

4. APPROVAL OF MEETING SUMMARY

a. April 11, 2019

Member Thornton **MOVED** to approve the April 11, 2019 meeting summary and Member Erwin **SECONDED** the motion. There were no objections. **SO ORDERED.**

5. **UNFINISHED BUSINESS** – None.

6. NEW BUSINESS

a. Discussion – 2019 Survey Results

Administrative Assistant Clary read through the survey results. A brief discussion followed, including the importance of the congregate setting in promoting socialization, preventing

isolation, and nutrition.

7. **REPORTS**

- a. **Senior Center Director** – Clary, reporting for Director Romain, noted the following:
- The City budget was closing for FY19 and grant reporting would be due in July.
 - The Rasmuson Grant, requesting funding for flooring, had been submitted.
 - The City Building Maintenance crew would be replacing boards/staining in the boardwalk in the back of the building.
 - A memorial service was being planned for Bill Osborn.
- b. **Council on Aging Chair** – No report.
- c. **City Council Liaison** – Council Member Glendening reviewed the action agenda from the June 5, 2019 City Council meeting.

8. **NEXT MEETING ATTENDANCE NOTIFICATION** – July 11, 2019

There were no notifications of expected absences for the July 11, 2019 meeting.

9. **COUNCIL MEMBERS COMMENTS AND QUESTIONS**

City Council Member Glendening was thanked for his reports to the Council on Aging.

Member Bise thanked Glendening and Council for her appointment to the Council on Aging.

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

11. **INFORMATION ITEMS** – None.

12. **ADJOURNMENT**

MOTION:

Member Geller moved for adjournment and Member Weeks **SECONDED** the motion. There were no objections. **SO ORDERED.**

There being no further business, the Council on Aging meeting adjourned at 5:33 p.m.

Meeting summary prepared and submitted by:

Jamie Heinz, CMC
City Clerk

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
JUNE 12, 2019 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVENUE, KENAI, ALASKA
CHAIR JEFF TWAIT, PRESIDING**

MINUTES

1. CALL TO ORDER

Commission Chair Twait called the meeting to order at 7:00 p.m.

- a. Pledge of Allegiance

Commission Chair Twait led those assembled in the Pledge of the Allegiance.

- b. Roll Call

Commissioners present: Chair J. Twait, Vice-Chair D. Fikes, R. Springer, V. Askin, T. McIntyre, J. Halstead

Commissioners absent: G. Greenberg

Staff/Council Liaison present: City Planner E. Appleby, Planning Assistant W. Anderson, Council Liaison B. Molloy

A quorum was present.

- c. Agenda Approval

MOTION:

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

- d. Consent Agenda

MOTION:

Commissioner Askin **MOVED** to approve the consent agenda and Commissioner Halstead **SECONDED** the motion. There were no objections; **SO ORDERED**.

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

MOTION:

Commissioner Halstead **MOVED** to approve the agenda as presented with the inclusion of the supporting materials added to the packet in the laydown and Commissioner Askin **SECONDED** the motion. There were no objections; **SO ORDERED**.

e. *Excused absences – None.

2. ***APPROVAL OF MINUTES**

a. May 22, 2019

The minutes were approved by the Consent Agenda.

3. **SCHEDULED PUBLIC COMMENT** – None.

4. **UNSCHEDULED PUBLIC COMMENT** – None.

5. **CONSIDERATION OF PLATS** – None.

6. **PUBLIC HEARINGS**

a. **Resolution PZ2019-17** – Application for a Conditional Use Permit for Surface Extraction of Natural Resources, submitted by Peninsula Commercial Ventures, 3201 Tamarak Ave., Wasilla, Alaska 99654, for the property described as Tract C, Hollier Subdivision No. 2, located at 695 Gravel Street, Kenai, Alaska 99611

MOTION:

Commissioner Askin **MOVED** to approve Resolution No. PZ2019-17 and Commissioner Springer **SECONDED** the motion.

City Planner Appleby reviewed the staff report provided in the packet noting the Conditional Use Permit would be for surface extraction of gravel in a parcel adjacent to parcels already being utilized for the same purpose and, based on the review of criteria, found that the permit could be approved with the following conditions:

- Applicant must comply with all federal, State of Alaska, and local regulations;
- The applicant will properly store fuel oil and hazardous materials away from wetlands or other sensitive areas of the landscape;
- The applicant will not store fill materials, such as concrete and construction waste, in or near areas with an exposed water table;
- The applicant will limit noise disturbances and not use compression release engine brakes;
- The applicant will ensure the gate that can be used to block access from Cone Avenue is in working order;
- A vegetated buffer of a minimum of six feet high will be constructed on the north and west boundaries of the extraction;
- Applicant shall file an annual report for the Conditional Use Permit as set forth in Kenai Municipal Code 14.20.155;
- The applicant will meet with City staff for on-site inspections when requested;

- If there is a change of use for the above described property, a new Conditional Use Permit must be obtained pursuant to 14.20.150(i)(5).

Chair Twait opened the floor for public testimony.

Pat Daly, on behalf of the owner, answered Commissioner questions regarding buffers, drainage, excavation depth, reclamation, dust control, and the gravel benefitting the City.

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

MOTION TO AMEND:

Commissioner Springer **MOVED** to amend to include staff recommendations and requested **UNANIMOUS CONSENT**. Commissioner Halstead **SECONDED** the motion.

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

Clarification was provided that the buffer had been encroached on by the previous owner.

It was suggested that what was before the Commission seemed to be industry standard.

VOTE ON THE MAIN MOTION:

YEA: Springer, Halstead, Fikes, Askin, Twait
NAY: McIntyre

MOTION PASSED.

Commission Chair Twait noted the fifteen-day appeal period.

7. **UNFINISHED BUSINESS** – None.

8. **NEW BUSINESS**

- a. **Resolution PZ2019-18** – Application for Transfer of Conditional Use Permit PZ06-84 (PZ01-11) for a hotel (short-term recreational rentals) from Blue Heron Land Company, LLC, Transferor, to Blue Heron Enterprises, LLC, Transferee, located at 1230 Angler Dr., Kenai, Alaska 99611; further described as Lot 1, Block 2, Anglers Acres Subdivision Addition No. 1.

MOTION:

Commissioner Askin **MOVED** to approve Resolution No. PZ2019-18 with staff recommendations and Commissioner Halstead **SECONDED** the motion.

City Planner Appleby reviewed the staff report provided in the packet noting the transfer was due to a name change and the current permit holder met the conditions of the permit and, based on the review of criteria, found that the permit transfer could be approved with the following conditions:

- Further development of the property must comply with all federal, State of Alaska, and

local regulations;

- A biennial fire inspection must be completed by the Fire Marshal for the City of Kenai pursuant to Kenai Municipal Code 14.20.321(d);
- The water and sewer system must meet the standards and have approval to operate from the Alaska Department of Environmental Conservation;
- If food service is provided, it must meet State of Alaska requirements for food service;
- Applicant shall file an annual report for the Conditional Use Permit as set forth in Kenai Municipal Code 14.20.155;
- If there is a change of use for the above described property, a new Conditional Use Permit must be obtained pursuant to 14.20.150(i)(5).

Chair Twait opened the floor for public testimony; there being no one wishing to be heard, public comment was closed.

VOTE:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre

NAY:

MOTION PASSED UNANIMOUSLY.

- b. **Resolution PZ2019-19** – Application for Transfer of Conditional Use Permit PZ06-85 (PZ05-26) for a hotel, guide service, and boat parking from Blue Heron Land Company, LLC, Transferor, to Blue Heron Enterprises, LLC, Transferee, located at 1105 Angler Dr., Kenai, Alaska 99611; further described as Lot 6, Anglers Acres Subdivision, Part 3.

MOTION:

Commissioner Askin **MOVED** to approve Resolution No. PZ2019-19 with staff recommendations and Commissioner Halstead **SECONDED** the motion.

City Planner Appleby reviewed the staff report provided in the packet noting the transfer was due to a name change and the current permit holder met the conditions of the permit and, based on the review of criteria, found that the permit could be approved with the following conditions:

- Further development of the property must comply with all federal, State of Alaska, and local regulations;
- A biennial fire inspection must be completed by the Fire Marshal for the City of Kenai pursuant to Kenai Municipal Code 14.20.321(d);
- Applicant shall file an annual report for the Conditional Use Permit as set forth in Kenai Municipal Code 14.20.155;
- If there is a change of use for the above described property, a new Conditional Use Permit must be obtained pursuant to 14.20.150(i)(5).

Chair Twait opened the floor for public testimony; there being no one wishing to be heard, public comment was closed.

Clarification was provided that staff was not aware of any complaints regarding the operation of the business.

VOTE:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre
NAY:

MOTION PASSED UNANIMOUSLY.

- c. **Discussion/Recommendation** – Authorizing the City Planner to draft and send a letter to the Kenai Peninsula Borough supporting a request by the developer of Kee’s Tern Subdivision for a one-year time extension to finalize the plat.

City Planner Appleby reviewed the staff report provided in the packet.

MOTION:

Commissioner Askin **MOVED** to authorize the City Planner to draft and send a letter to the Kenai Peninsula Borough supporting a request for a one-year extension for the developer of the Kee’s Tern Subdivision and Vice Chair Fikes **SECONDED** the motion.

Clarification was provided that some extensions were typically approved for plats; however, this development seemed to require more than usual.

It was suggested that there be berms or gates built on the roads to prevent illegal activity taking place in the undeveloped subdivision.

VOTE:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre
NAY:

MOTION PASSED UNANIMOUSLY.

9. PENDING ITEMS – None.

10. REPORTS

- a. **City Council** – Council Member Molloy reviewed the action agenda from the June 5 City Council Meeting.
- b. **Borough Planning** – Vice-Chair Fikes reported the Commission met on June 10 and provided an update on the actions at that meeting.
- c. **Administration** – City Planner Appleby reported on the following:
 - Provided an update on iPad acquisition;
 - Bike Trail Map had been finalized and was available;
 - Provided an update on the TRASHercize events;
 - Noted the upcoming Council work session on land sale and leasing policy;
 - Noted plans to conduct site visits for resource extraction Conditional Use Permits;

- Suggested moving a work session to discuss the sign code.

11. **ADDITIONAL PUBLIC COMMENT** – None.

12. **INFORMATIONAL ITEMS** – None.

13. **NEXT MEETING ATTENDANCE NOTIFICATION** – July 10, 2019

It was noted three Commissioners would be absent July 10. It was decided the July 10 meeting would be cancelled; next regular meeting July 24; next work session, June 25.

14. **COMMISSION COMMENTS & QUESTIONS**

Commissioner Askin noted a university was working on a cognitive test for marijuana; also a study in Ohio showed 80% of accidents were due to operation under the influence.

15. **ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 8:50 p.m.

Minutes prepared and submitted by:

Jamie Heinz, CMC
City Clerk

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
JUNE 26, 2019 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVENUE, KENAI, ALASKA
CHAIR JEFF TWAIT, PRESIDING**

MINUTES

1. CALL TO ORDER

Commission Chair Twait called the meeting to order at 7:00 p.m.

- a. Pledge of Allegiance

Commission Chair Twait led those assembled in the Pledge of the Allegiance.

- b. Roll Call

Commissioners present: Chair J. Twait, Vice-Chair D. Fikes, R. Springer, V. Askin, T. McIntyre, J. Halstead, G. Greenberg

Commissioners absent: G. Greenberg

Staff/Council Liaison present: City Planner E. Appleby, Planning Assistant W. Anderson, City Clerk J. Heinz, City Manager P. Ostrander, Council Liaison B. Molloy

A quorum was present.

- c. Agenda Approval

MOTION:

Commissioner Askin **MOVED** to approve the agenda as presented with the inclusion of the amendment memo for item 6a and Commissioner Halstead **SECONDED** the motion. There were no objections; **SO ORDERED**.

- d. Consent Agenda

MOTION:

Commissioner Halstead **MOVED** to approve the consent agenda and Commissioner Greenberg **SECONDED** the motion. There were no objections; **SO ORDERED**.

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

e. *Excused absences – None.

2. ***APPROVAL OF MINUTES**

a. June 12, 2019

The minutes were approved by the Consent Agenda.

3. **SCHEDULED PUBLIC COMMENT** – None.

4. **UNSCHEDULED PUBLIC COMMENT** – None.

5. **CONSIDERATION OF PLATS** – None.

6. **PUBLIC HEARINGS**

a. **Resolution PZ2019-23** – Application for Amendment to Conditional Use Permit PZ2018-16 to remove the hours of operation restriction for the Retail Marijuana Store, submitted by Clint A. Pickarsky d/b/a Kenai River Cannabis, P.O. Box 1016, Soldotna, AK 99669, for the property described as Lot 4, Block 1, Bush Lanes Subdivision, located at 14429 Kenai Spur Highway, Kenai, Alaska 99611

MOTION:

Commissioner Springer **MOVED** to approve Resolution No. PZ2019-23 recommendations and Commissioner Halstead **SECONDED** the motion.

City Planner Appleby reviewed the staff report provided in the packet noting the amendment to the Conditional Use Permit would remove the hours of operation restriction and, based on the review of criteria, found that the permit could be approved with the following conditions:

- Further development of the property shall conform to all State and local regulations;
- A building permit will be required for the remodeling of the Commercial Marijuana Establishment as shown on the submitted floor plan;
- Prior to the operation of the Commercial Marijuana Establishment, the property owner shall submit a copy of an approved Business License issued by the State of Alaska, Department of Commerce, Community, and Economic Development;
- Prior to the operation of the Commercial Marijuana Establishment, the property owner shall submit a copy of an approved and fully executed license from the Alaska Alcohol and Marijuana Control Board. The applicant shall comply with all regulations as stipulated by the State of Alaska Marijuana Control Board;
- Pursuant to Kenai Municipal Code Section 14.20.330(e), the Commercial Marijuana Establishment shall not emit an odor that is detectable by the public from outside the Commercial Marijuana Establishment;
- A sign permit will be required for the construction of any proposed signage;
- Applicant shall file an annual report for the Conditional Use Permit as set forth in Kenai Municipal Code 14.20.155.

City Manager Ostrander noted the hours of operation requirement placed an inequity between retail stores in the City and regardless of the change of hours the applicant requested, a better

avenue to restrict hours of operation would be by ordinance.

Chair Twait opened the floor for public testimony.

Marilyn Wheelless noted she was a proponent of legalizing commercial marijuana; however, she wasn't in favor of the hours of operation being so broad noting the added traffic, headlights, doors slamming, and the like brought by the establishment. She also noted the operator had erratic hours and that she didn't appreciate the giant green "Gumby" across from her house. Ms. Wheelless spoke in favor of an ordinance to limit all marijuana retail stores to specific hours

Clint Pickarsky noted he lived in Sterling and ran his business in Kenai, in compliance with Alcohol and Marijuana Control Office Regulations regarding lights and signage.

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

MOTION TO AMEND:

Commissioner Springer **MOVED** to amend by replacing the fourth whereas clause with the following "removing the condition for specific operating hours would still meet the criteria for the issuance of the of the conditional use permit; and," and Commissioner Halstead **SECONDED** the motion.

It was suggested that because this particular business was the last one, and hours of operation had been discussed in previous Conditional Use Permit proceedings, could have been the reason hours of operation were added to this particular Permit.

VOTE ON THE AMENDMENT:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre, Greenberg

NAY:

MOTION PASSED UNANIMOUSLY.

There was discussion in favor of restricting hours of operation but doing it by ordinance instead of by Conditional Use.

Hours of operation for other retail stores in the City were provided.

VOTE ON THE MAIN MOTION:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre, Greenberg

NAY:

MOTION PASSED UNANIMOUSLY.

Commission Chair Twait noted the fifteen-day appeal period.

7. **UNFINISHED BUSINESS** – None.

8. **NEW BUSINESS**

- a. **Resolution PZ2019-22** – Application for a Home Occupation Permit to operate a daycare of no more than eight (8) children under the age of twelve (12), including children related to the caregiver, submitted by Glenn and Charlotte Yamada, 1806 4th Avenue, Kenai, Alaska 99611, for property described as lot 1-C, Block 1, Spruce Grove Subdivision, Murphy’s Replat.

MOTION:

Commissioner Askin **MOVED** to approve Resolution No. PZ2019-22 with staff recommendations and Commissioner Halstead **SECONDED** the motion.

City Planner Appleby reviewed the staff report provided in the packet noting the applicant had operated the business in a former location and wanted to move her business and, based on the review of criteria, found that the Home Occupation Permit could be approved with the following conditions:

- Further development of the property must comply with all federal, State of Alaska, and local regulations;
- Pursuant to KMC 14.20.230(h)(1), the premises shall be inspected every other year by the Fire Marshal for the City of Kenai. Failure to comply with the Fire Code (KMC 8.05) shall be grounds for the suspension or revocation of the facilities’ home occupation permit.

VOTE:

YEA: Springer, Halstead, Fikes, Askin, Twait, McIntyre, Greenberg

NAY:

MOTION PASSED UNANIMOUSLY.

9. **PENDING ITEMS** – None.

10. **REPORTS**

- a. **City Council** – Council Member Molloy reviewed the action agenda from the June 19 City Council Meeting and provided an overview of the July 3 draft agenda.
- b. **Borough Planning** – Vice-Chair Fikes reported the Commission met on June 24 and provided an update on the actions at that meeting.
- c. **Administration** – City Planner Appleby reported on the following:
 - Upcoming meetings;
 - An upcoming presentation on the land code changes;
 - Upcoming Dipnet Operations;
 - Environmental Impact Statement for the Alaska LNG project had been delayed;
 - Fiscal Year 2020 began July 1.

11. **ADDITIONAL PUBLIC COMMENT** – None.

12. **INFORMATIONAL ITEMS** – None.

13. NEXT MEETING ATTENDANCE NOTIFICATION – July 24, 2019

It was noted the July 10 meeting would be cancelled for lack of a quorum.

14. COMMISSION COMMENTS & QUESTIONS

Commissioner Halstead requested a resolution recommending an ordinance setting hours of operations for the retail marijuana stores be brought forth at a future meeting; also expressed appreciation for the various reports.

Commissioner Greenberg agreed with the request for a resolution recommending an ordinance to set hours of operations and that the businesses be contacted when developing hours of operation.

Commissioner Springer also agreed with the request for a resolution recommending an ordinance to set hours of operations, clarified alcohol and marijuana licensees all had the same hours of operation requirements in state regulations, and suggested consulting with the attorney on singling out the marijuana industry on hours of operations.

Commissioner Fikes also agreed with the request for a resolution recommending an ordinance to set hours of operations and suggested businesses across the industry be consulted to make a fair playing field and to get input from law enforcement as well.

15. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 7:56 p.m.

Minutes prepared and submitted by:

Jamie Heinz, CMC
City Clerk

PURCHASE ORDERS BETWEEN \$2,500.00 AND \$15,000.00 FOR COUNCIL REVIEW

COUNCIL MEETING OF: JULY 3, 2019

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
CROWLEY FUEL	FLOAT PLANE BASIN FUEL	AIRPORT	OPERATING SUPPLIES	3,807.92

Mayor Gabriel
City of Kenai
210 Fidalgo Ave.
Kenai, AK 99611



Dear Mayor Gabriel,

On behalf of the Kenai Watershed Forum Board of Directors, members and staff, I take this opportunity to express our sincerest appreciation for your **support** for the **2019 Kenai River Festival!** We are deeply grateful for your support of \$300 towards an I-pad in the Kids Zone.

Through your contribution, we were able to gather the community together to celebrate our wonderful natural resources, learn more about the river, and unite to keep our watershed healthy and productive for generations to come. All had Fun & Inspiration, as we celebrated our great treasure, the Kenai River.

The Kenai River Festival has always been a big event for the community, and this year was no different. This year's festival will be remembered for the abundance of sunshine, a wonderful music line up, a rehabilitated Eagle Released back into the wild, our rain barrel program, a new recycling program, the KRF raffle and of course, the 1000s of kids enjoying our FREE education booths!

Here is what we are hearing about the 29th annual Kenai River Festival from the kiddos...

- "The rice paper project was very cool." –Samantha, age 11
- "I loved painting the fish, I have several at home" –Tyler, age 9
- "The eagle release was amazing, and I loved Ghost the snowy Owl." –Jordan, age 13
- "The fish dissection was great, wish we could have a few more." – Maria, age 12

Again, we appreciate your support and know that it would not have been possible without you. Your contribution and expression of community spirit is an investment in the quality of life for all of us. Thank you for making the Kenai River Festival a priority.

Many thanks!

Sincerely,



Tami Murray
Development Director
Tami@kenaiwatershed.org

The Kenai Watershed Forum is a 501(c)(3) tax-exempt institution (Tax ID #91-1829284) and this letter serves as a receipt of your donation in return for which you receive neither good nor services.