



Kenai City Council - Regular Meeting

February 21, 2024 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

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

1. John Williams, CIRCAC Reappointment

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3391-2024** - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use. (Knackstedt)
2. **Ordinance No. 3392-2024** - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District. (Knackstedt)
3. **Ordinance No. 3393-2024** - Accepting and Appropriating Donations to the Kenai Animal Shelter for the Care of Animals. (Administration)
4. **Ordinance No. 3394-2024** - Increasing Estimated Revenues and Appropriations in the General Fund to Provide Supplemental Funding to the Street Lights Repair and Maintenance Operational Budget. (Administration)
5. **Ordinance No. 3395-2024** - Increasing Estimated Revenues and Appropriations in the General Fund for Radio Advertising and Approving Council Policy 20.030-Radio Advertising for Public Meetings and Elections. (Douthit)
6. **Ordinance No. 3396-2024** - Amending Kenai Municipal Code 4.31.015 - Local Amendments to the 2009 International Fuel Gas Code for Housekeeping Purposes. (Administration)

- [7.](#) **Ordinance No. 3397-2024** - Increasing Estimated Revenues and Appropriations in the Water Sewer Capital Project Fund for the Cemetery Creek Culvert Replacement Project and Accepting a Donation from the Kenai Foundation in Support of the Project. (Administration)
- [8.](#) **Ordinance No. 3398-2024** - Amending Kenai Municipal Code Title 6 - Elections, to Enhance Consistency, Promote Efficiencies and Make Housekeeping Changes. (City Clerk)
- [9.](#) **Ordinance No. 3399-2024** - Awarding a Service Contract for Airport Security Guard Services at The Kenai Municipal Airport and Increasing Estimated Revenues and Appropriations in the Airport Fund for Costs in Excess of Budgeted Amounts. (Administration) *[KMC 1.15.070(d)]*
 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Enactment (Requires Five Affirmative Votes)

F. **MINUTES**

- [1.](#) *Regular Meeting of February 7, 2024. (City Clerk)

G. **UNFINISHED BUSINESS**

- [1.](#) **Resolution No. 2024-05** - Amending the Employee Classification Plan by Reclassifying the Public Works Building Official/Manager to a Building Official and Adjusting the Range for this Class. (Administration) *[At the 02/07/24 Council Meeting, this item was postponed to 02/21/24]*

H. **NEW BUSINESS**

- [1.](#) ***Action/Approval** - Bills to be Ratified. (Administration)
- [2.](#) ***Action/Approval** - Authorizing a Memorandum of Agreement with Greatland Consulting and Training LLC. for Use of the Alaska Regional Fire Training Facility. (Administration)
- [3.](#) ***Action/Approval** - Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport. (Administration)
- [4.](#) ***Action/Approval** - Confirmation of Mayoral Nomination of John Williams for Appointment as City of Kenai Representative to the Cook Inlet Regional Citizens Advisory Council Board. (Mayor Gabriel)
- [5.](#) ***Action/Approval** - Non-Objection to the Renewal of a Limited Marijuana Cultivation Facility License for Grateful Bud LLC, DBA Grateful Bud LLC - License No. 16474. (City Clerk)
- [6.](#) ***Ordinance No. 3400-2024** - Increasing Estimated Revenues and Appropriations in the Airport Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's Airport Fund. (Administration)
- [7.](#) ***Ordinance No. 3401-2024** - Increasing Estimated Revenues and Appropriations in the General Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's General Fund. (Administration)
- [8.](#) **Action/Approval** - Special Use Permit to Nilchil Solutions, LLC for an Off-Premise Sign on City-Owned Property Described as Tract B, Gusty Subdivision Addition No. 2 Located at 11631 Kenai Spur Highway. (Administration)
- [9.](#) **Discussion/Action** - Scheduling a Work Session for the Purpose of Discussing the Emergency Services Facility Improvements as Presented in the CIP Plan. (Administration)

I. 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

J. REPORT OF THE MAYOR**K. ADMINISTRATION REPORTS**

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION**N. PENDING ITEMS****O. ADJOURNMENT****P. INFORMATION ITEMS**

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

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

<https://us02web.zoom.us/meeting/register/tZcpdeuuqD4tH9wl8B9r7IU7fz6tyl1FS9Bl>



Sponsored by: Vice Mayor Knackstedt

**CITY OF KENAI
ORDINANCE NO. 3391-2024**

AN ORDINANCE AMENDING THE IMAGINE KENAI 2030 COMPREHENSIVE PLAN LAND USE PLAN MAP FOR CERTAIN PARCELS FROM INDUSTRIAL TO MIXED-USE.

WHEREAS, the City of Kenai as a Home Rule City has been delegated authority by Kenai Peninsula Borough Ordinance 90-31 to make land use plan amendments to the City of Kenai Comprehensive Plan; and,

WHEREAS, the Imagine Kenai 2030 Comprehensive Plan (“Comprehensive Plan”) contains the goal to support a vision for the City to implement a forward-looking approach to community growth and development by establishment of several different zoning districts that reflect the needs of each district and suited to current and probable future growth; and,

WHEREAS, the City contracted with McKinley Research Group, LLC (consultant) to provide a Waterfront Redevelopment and Vision Assessment of properties between the Kenai River and Bridge Access Road beginning at Millennium Square to the Boat Launch; and,

WHEREAS, the consultant coordinated public vision work sessions and held meetings that established a preferred concept which provides for the greatest build-out and the most opportunities for economic development in the area; and,

WHEREAS, the study team found that the community of Kenai supports new development in the project area but not at the expense of impacting the existing uses, primarily seafood plant operations; and,

WHEREAS, the community shared a vision for the waterfront revitalization to be authentic, protective of the river and natural environment, assessable year-round and to provide economic opportunities; and,

WHEREAS, the Comprehensive Plan acknowledges the decline for demand of large industrial sites and the commercial fishing industry but indicates the need to maintain the viability of existing industry as a land use and economic priority; and,

WHEREAS, the current land use designation for the waterfront area is Industrial (IN); and,

WHEREAS, in the Comprehensive Plan, Mixed Use (MU) is intended for a compatible mix of residential, retail, service, office, public, institutional, and recreational uses; furthermore, uses are co-located in an integrated way that supports sustainable forms of transportation such as public transport, walking and biking, and increases neighborhood amenities while compatibility issues are addressed through careful site layout and building design; and,

WHEREAS, it is the best interest of the City of Kenai to amend the Comprehensive Plan Land Use Designation from IN to MU to support the rezoning of the waterfront area; and,

WHEREAS, the Harbor Commission and the Planning and Zoning Commission held a joint work session on _____ to discuss the proposed ordinance to create a waterfront zoning district and amend the Comprehensive Plan; and,

WHEREAS, the Planning and Zoning Commission at its regularly scheduled meeting of _____, 2024 recommended _____ on amendment of the Comprehensive Plan Land Use Designation.

WHEREAS, the Harbor Commission at its regularly scheduled meeting of _____, 2024 recommended _____ on amending the Comprehensive Plan Land Use Designation.

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

Section 1. Amendment of the Land Use Plan Map in the Comprehensive Plan: That Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map is hereby amended as follows: Reclassify the following parcels from Industrial (IN) to Mixed Use (MU) land use classification.

<u>Legal Description</u>	<u>Parcel ID</u>
Tract E, Daubenspeck Property Subdivision	04705703
Portion of Alaska Tidelands Survey 98	04705702
Tract C, US Survey 104, Amended Tracts A, B, & C	04901113
Tract C, US Survey 104, Amended Tracts A, B, & C	04901112
Tract A, Kenai Tidelands Survey No. 1	04901121
Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd & Lying North & Northwest & Northeast of US Survey 4563 Amended, Section 4, T5N R11W	04901131
Lot 3, US Survey 4563 Amended	04901123
Lot 2, US Survey 4563 Amended	04901124
Alaska Tidelands Survey 82	04901125
Portion of Govt Lot 10 Lying Southeasterly of US Survey 4563 Amended, Section 4, T5N R11W	04901130
Lot 1, Kristine Subdivision No. 1	04901133
Lot 2, Kristine Subdivision No. 1	04901134
Tract B, Kenai Tidelands Survey No. 2	04901132
Tract C, Kenai Tidelands Survey No. 2	04901404
Lot 3A, Kristine Subdivision Jahrig Addition	04901136
Lot 3B, Kristine Subdivision Jahrig Addition	04901137
Lot 3C, Kristine Subdivision Jahrig Addition	04901138
Lot 1, Baron Wood Subdivision	04901312

Lot 2, Baron Wood Subdivision	04901313
US Survey 678 Amended	04901401
Alaska Tidelands Survey No. 770	04901403
Alaska Tidelands Survey No. 114	04901402
Lot 3, Baron Wood Subdivision No. 2	04901314
Lot 4A, Baron Wood Subdivision No. 2	04901321
Lot 5A, Baron Wood Subdivision No. 2	04901322
Lot 8, Baron Wood Subdivision	04901320
Tract E, Boat Ramp Subdivision	04945009
Tract F-1, Alaska State Land Survey No. 2012-04	04945011
Tract F-2, Alaska State Land Survey No. 2012-04	04945012
Tract A, City of Kenai Boat Ramp & ROW Dedication (Northern Half)	04945002

Attached is Exhibit "A" illustrating the proposed land use reclassification area.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	January 17, 2024
Enacted:	February 21, 2024
Effective:	March 22, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Vice Mayor Knackstedt

DATE: January 10, 2024

SUBJECT: **Ordinance No. 3391-2024 - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use**

This Ordinance seeks to amend the Land Use Plan Map in the Imagine Kenai 2030 Comprehensive Plan (“Comprehensive Plan”) to align with the vision of the waterfront development area. In the Waterfront Redevelopment and Vision Assessment, the community shared a vision for the waterfront revitalization to be authentic, protective of the river and natural environment, assessable year-round and to provide economic opportunities. In the Comprehensive Plan, the waterfront development area has an Industrial (IN) land use classification, which does not align with the vision for the waterfront revitalization. The Ordinance will amend the Land Use Plan Map of the waterfront development area for certain parcels from Industrial (IN) to Mixed Use (MU) Land Use Classification to support the rezone of the waterfront development area.

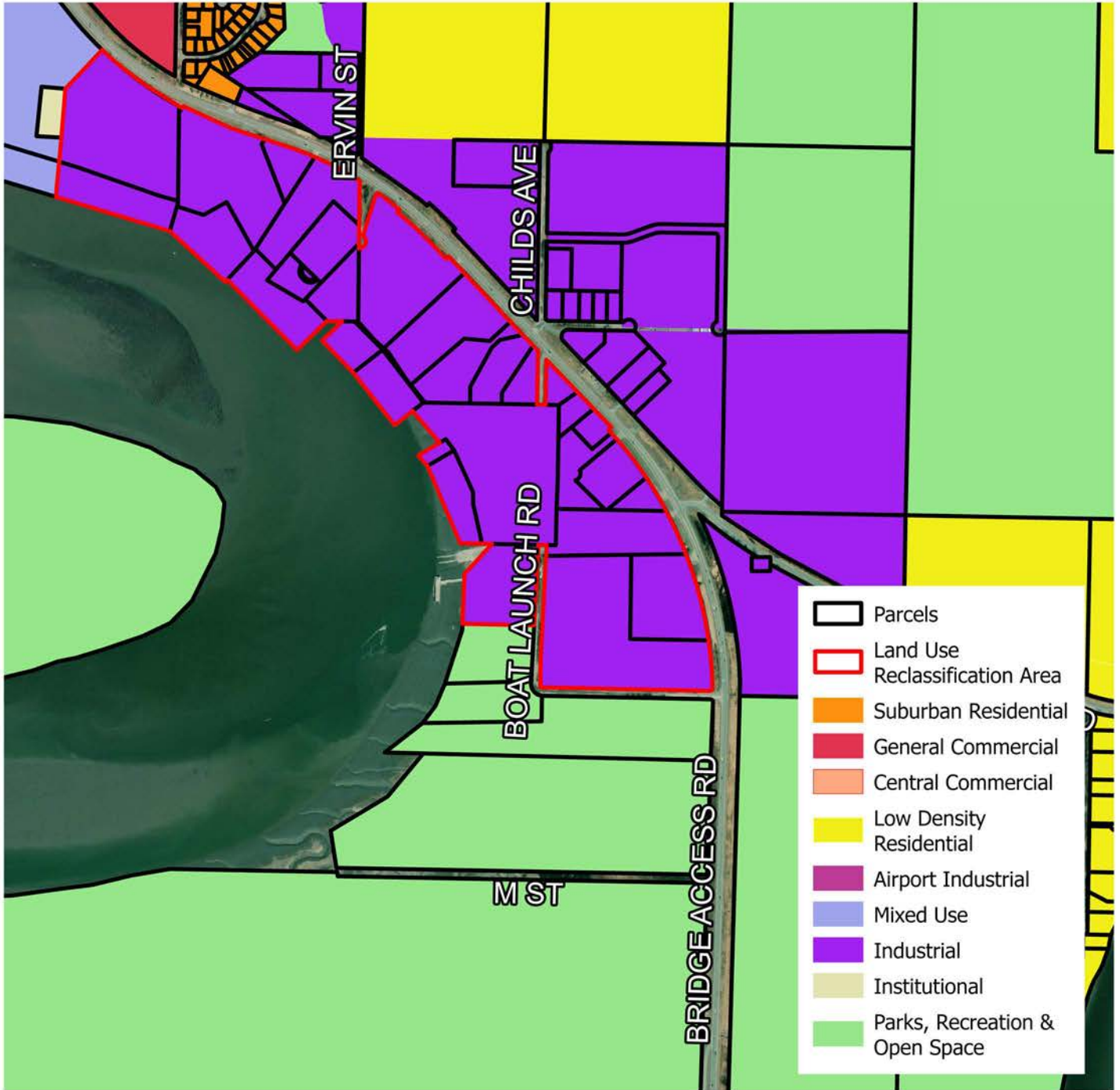
Your consideration is appreciated.

Attachments

Existing Land Use Map
Proposed Land Use Map

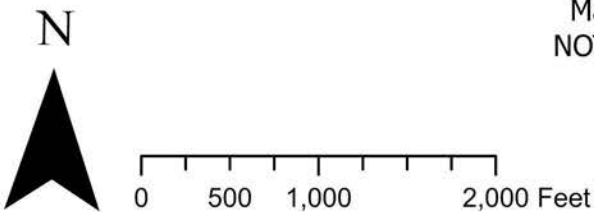


Ordinance 3391-2024 Existing Land Use Map



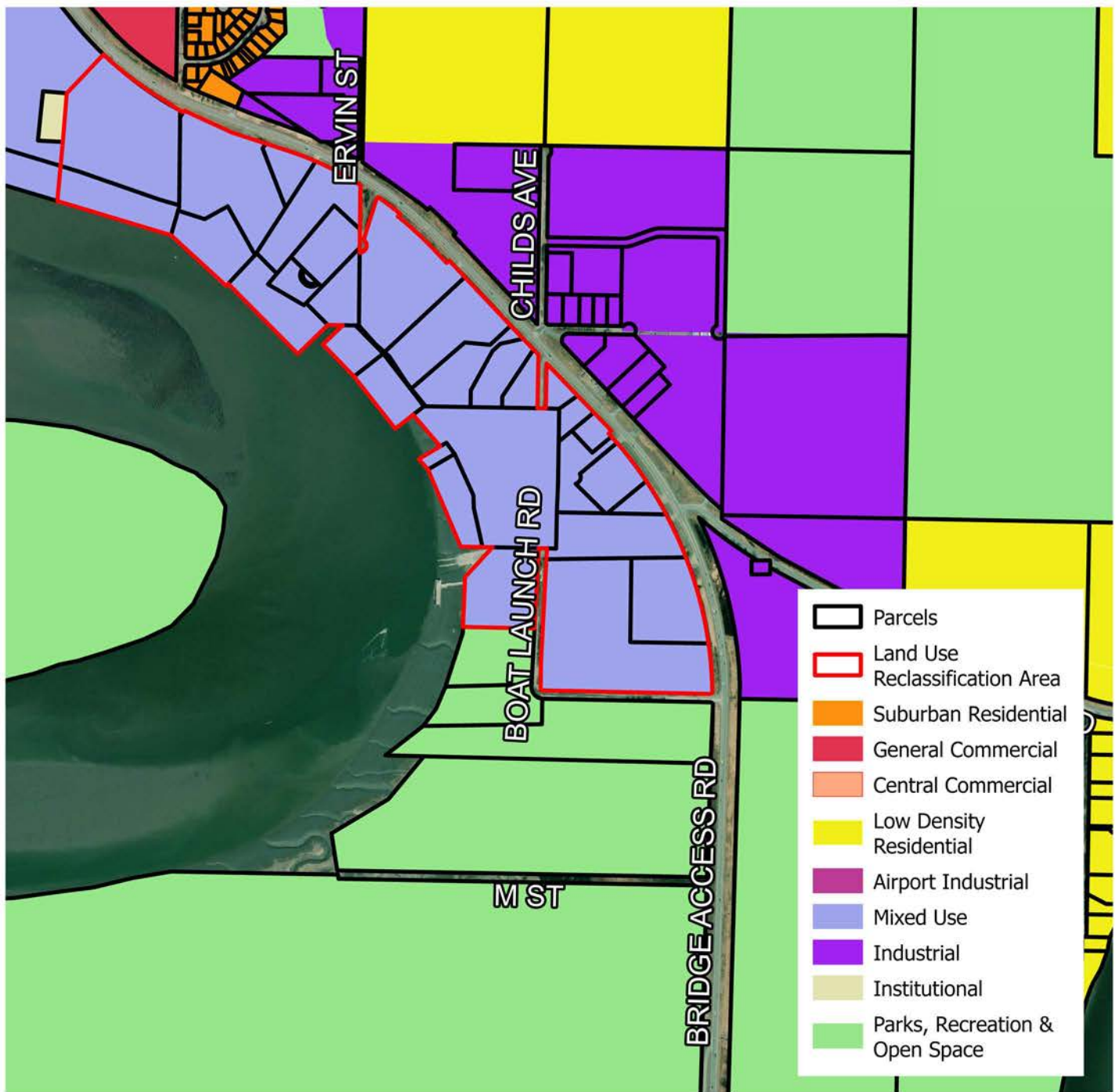
Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





Ordinance 3391-2024 Proposed Land Use Map



	Parcels
	Land Use Reclassification Area
	Suburban Residential
	General Commercial
	Central Commercial
	Low Density Residential
	Airport Industrial
	Mixed Use
	Industrial
	Institutional
	Parks, Recreation & Open Space

Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT

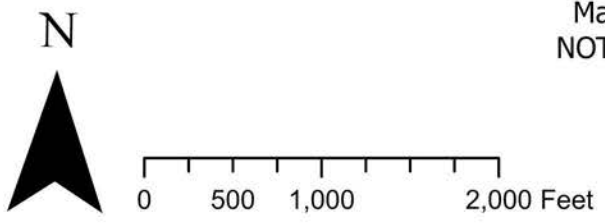
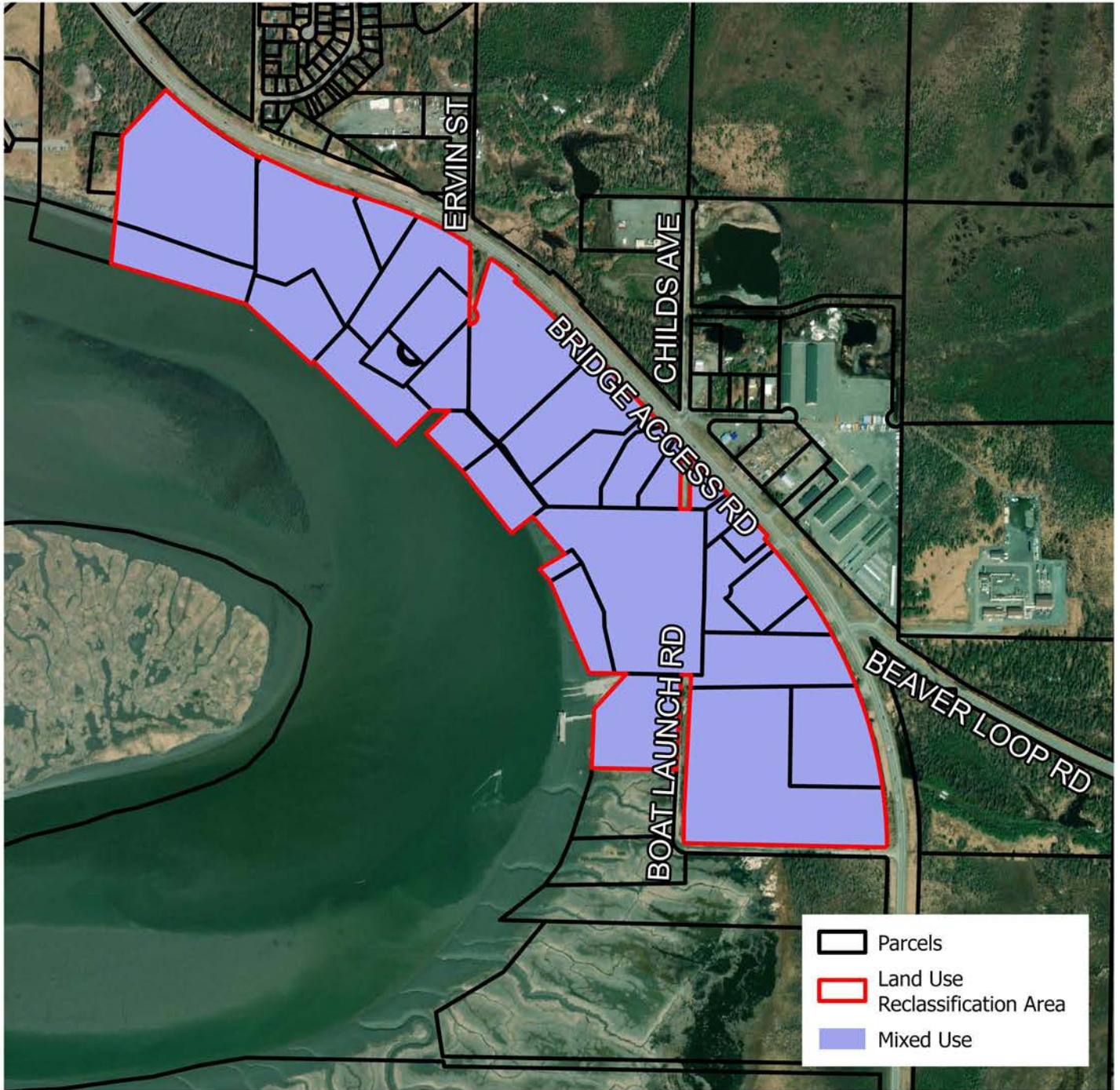




Exhibit A

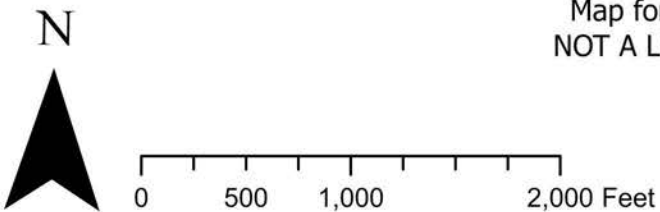
Ordinance 3391-2024

Land Use Map Amendment



Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





Sponsored by: Vice Mayor Knackstedt

**CITY OF KENAI
ORDINANCE NO. 3392-2024**

AN ORDINANCE AMENDING THE KENAI ZONING CODE TO ADD A NEW ZONING DISTRICT, WORKING WATERFRONT (WW) AND AMENDING THE OFFICIAL ZONING MAP FOR CERTAIN PARCELS FROM HEAVY INDUSTRIAL (IH) TO WORKING WATERFRONT (WW) OR CONSERVATION (C) ZONING DISTRICT.

WHEREAS, the Imagine Kenai 2030 Comprehensive Plan (“Comprehensive Plan”), identified a Land Use objective to review revitalization strategies for the area adjacent to Bridge Access Road beginning at Millennium Square to the boat landing; and,

WHEREAS, in 2021, the City funded the Kenai Waterfront Revitalization Assessment (“Assessment”) for revitalization strategies to maximize the potential of the waterfront area to support a thriving business, residential, recreational, and cultural community; and,

WHEREAS, within the “Assessment”, it outlined recommended next steps to address the dire planning needs by preparing a Waterfront Master Plan and conducting a Civic Center Market Assessment and Feasibility Analysis; and,

WHEREAS, due to the emerging interests in the waterfront area from the public engagement conducted for the Assessment, there is a sense of urgency for the waterfront rezone to promote new development or redevelopment that is consistent with the vision and findings in the Assessment; and,

WHEREAS, the Comprehensive Plan acknowledges the decline for demand of large industrial sites and the commercial fishing industry but indicated the need to maintain the viability of existing industry as a land use and economic priority; and,

WHEREAS, the creation of a new zoning district, Working Waterfront (WW) would allow certain commercial uses by-right and protect existing uses that align with the vision of the waterfront development, as identified in the Assessment; and,

WHEREAS, the proposed rezone from Heavy Industrial (IH) to WW Zone would be consistent with Ordinance 3391-2024, amending the Comprehensive Plan to reclassify the future land use of the proposed rezone area from Industrial (IN) to Mixed Use (MU), which envisions a compatible mix of residential, retail, service, office, public, institutional, and recreational uses; and,

WHEREAS, the proposed rezone includes parcels outside of the designated waterfront development area, which are primarily wetlands parcels to Conservation (C) Zone for compatibility with the surrounding area and consistency with the Land Management Plan and Comprehensive Plan; and,

WHEREAS, the Harbor Commission and the Planning and Zoning Commission held a joint work session on _____ to discuss the proposed ordinance to create a waterfront zoning district and amend the Comprehensive Plan; and,

WHEREAS, the Planning and Zoning Commission at its regularly scheduled meeting of _____, 2024 recommended _____ on amending the Kenai Municipal Code (KMC) to add a new zoning district and rezone the waterfront area; and,

WHEREAS, the Harbor Commission at its regularly scheduled meeting of _____, 2024 recommended _____ on amending the KMC to add a new zoning district and rezone the waterfront area; and,

WHEREAS, it is the best interest of the City of Kenai to amend KMC to add the Working Waterfront Zone and amend other KMC Sections, which are consistent with the waterfront land uses identified in the Assessment; and,

WHEREAS, it is in the best interest of the City of Kenai to amend the Official Zoning Map to rezone certain parcels from Heavy Industrial to Working Waterfront zoning district to promote opportunities for economic development, redevelopment, and use of land that do not impact the existing uses in the area; and,

WHEREAS, it is in the best interest of the City of Kenai to amend the Official Zoning Map to rezone certain parcels south of the waterfront redevelopment area from Heavy Industrial to Conservation zoning district to preserve the open areas, watershed, and wildlife reserves.

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

Section 1. Amendment of Subsection 14.20.030(a) of Kenai Municipal Code: That Kenai Municipal Code, Subsection 14.20.030(a) *Adoption of Zones and Zoning Map* is hereby amended as follows:

(a) *Adoption of Zones and Zoning Map.* The City of Kenai is divided into the following zones:

Conservation	C Zone
Rural Residential	RR Zone
Suburban Residential	RS Zone
Rural Residential	RR-1 Zone
Suburban Residential	RS-1 Zone
Suburban Residential	RS-2 Zone
Urban Residential	RU Zone
Central Commercial	CC Zone
General Commercial	CG Zone
Limited Commercial	LC Zone
Light Industrial	IL Zone
Heavy Industrial	IH Zone

Recreational	R Zone
Townsite Historic	TSH Zone
Education Zone	ED Zone
Central Mixed Use	CMU Zone
<u>Working Waterfront</u>	<u>WW Zone</u>

These zones shall be bounded and defined as shown on the official zoning map, which shall be kept on file at Kenai City Hall. This official zoning map, together with all explanatory matter thereon, as exhibited at the time of public hearing, is hereby adopted by reference and declared to be a part of this chapter.

Section 2. Amendment of Chapter 14.20 of Kenai Municipal Code: That Kenai Municipal Code, Chapter 14.20 *Kenai Zoning Code* is hereby amended as follows:

14.20.128 Working Waterfront Zone (WW Zone).

(a) Intent. The WW Zone is established to provide the following purposes:

- (1) To encourage, protect and maintain water-dependent and water-related uses;
- (2) To encourage development of park space, pedestrian connections, and public recreational space;
- (3) To provide appropriately located areas for commercial/economic enterprises, tourism, or recreation for the convenience of the public and in mutually beneficial relationships to each other;
- (4) To provide space for community facilities and institutions that appropriately may be located in areas;
- (5) To provide adequate space to meet the needs of commercial development, including off-street parking and truck loading areas;
- (6) To minimize traffic congestion and create a safe and continuous pedestrian connection;
- (7) To protect non-industrial uses from noise, odor, dust, dirt, smoke, vibration, heat, glare, heavy truck traffic, and other objectionable influences incidental to industrial uses;
- (8) To encourage new development to maintain a certain relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks; and

(9) To protect and maintain certain industrial uses that require waterfront locations.

(b) Principal Permitted Uses. As allowed in the Land Use Table.

(c) Conditional Uses. As allowed in the Land Use Table and subject to the provisions of this chapter.

(d) Accessory Uses. As defined in this chapter.

(e) Home Occupations. Uses as allowed in this chapter.

(f) Parking Requirements. As required by this chapter.

(g) Development Requirements. As required by this title.

(h) Landscaping. As required in KMC [14.25](#).

Section 3. Amendment of Section 14.22.010 of Kenai Municipal Code: That Kenai Municipal Code, Section 14.22.010 *Land Use Table* is hereby amended as follows:

14.22.010 Land use table.

LAND USE TABLE

KEY: P = Principal Permitted Use

C = Conditional Use

S = Secondary Use

N = Not Permitted

NOTE: Reference footnotes on following pages for additional restrictions

ZONING DISTRICTS																			
LAND USES	ALI	C	RR	R R- 1	RS	RS -1	RS-2	R U	CC	C G	IL	IH	E D	R	TS H	LC	CMU	<u>WW</u>	
RESIDENTIAL																			
One-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	S ²	S ²	C ² ₂	P	P	P	S ¹ /C ²¹	<u>C</u>	
Two-, Three-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	C	C	C ² ₂	P	P	P	S ¹ /C ²¹	<u>P</u>	
Four-Family Dwelling	N	C ¹⁸	P	C ³ _{,29}	P	N	N	P	P ²¹	S ¹	C	C	C ² ₂	N	P	C	S ¹ /C ²¹	<u>P</u>	
Five-, Six-Family Dwelling	N	C ¹⁸	C ³	N	P	N	N	P	P ²¹	S ¹	C	C	N	N	P	C	S ¹ /C ²¹	<u>P</u>	
Seven- or More Family Dwelling	N	C ¹⁸	C ³	N	C ³	N	N	P	P ²¹	S ¹	C	C	N	N	P	C	S ¹ /C ²¹	<u>P</u>	
Mobile Home Parks ⁶	N	N	C	N	C	C	C	C	C	C	C	C	N	C	N	N	C	<u>N</u>	
Planned Unit Residential Development ⁷	N	C ¹⁸	C	C ² ₉	C	C	C	C	C	C	C	C	N	C	C	C	C	<u>P</u>	

Townhouses ⁴	N	C ¹⁸	C ³	C ³ _{,29}	C ³	C ³	C ³	C ³	C	C	C	C	C ² ₂	C	C	C	C	<u>C³²</u>
Accessory Building on Parcel Without Main Building or Use (See KMC 14.20.200)	N	N	C	C	C	C	C	C	N	N	N	N	N	N	C	N	N	<u>N</u>
COMMERCIAL																		
Airport Compatible Uses	P	N	N	N	N	N	N	N	C	C	C	C	N	N	N	C	C	<u>C</u>
Adult Businesses	N	N	N	N	N	N	N	N	P ³¹	P ³ ₁	P ³ ₁	P ³ ₁	N	N	N	N	N	<u>N</u>
Automotive Sales	C	N	C	N	N	N	N	C	P	P	P	P	N	N	N	N	P	<u>N</u>
Automotive Service Stations	C	N	C	N	N	N	N	C	P	P	P	P	N	C	N	N	P	<u>C³²</u>
Banks	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Business/Consumer Services	C	N	C	C	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Commercial Recreation	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P	<u>P</u>
Guide Service	C	N	C	N	C	N	N	C	P	P	P	P	N	P	P	C	P	<u>P</u>
Hotels/Motels	C	N	C	N	C	N	N	C	P	P	P	C	N	C	P	C	P	<u>P</u>
Lodge	C	N	C	N	C	N	N	C	P	P	P	C	N	P	P	C	P	<u>P</u>
Marijuana Cultivation Facility, Limited ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	N	<u>N</u>
Marijuana Cultivation Facility, Standard ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	N	<u>N</u>
Marijuana Product Manufacturing Facility ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N	N	<u>N</u>

Marijuana Testing Facility ³⁰	N	N	N	N	N	N	N	N	C	C	P	P	N	N	N	C	C	<u>N</u>
Professional Offices	C	N	C	C	C	N	N	P	P	P	P	P	N	C	P	P	P	<u>P</u>
Restaurants	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Retail Business	C	N ²⁶	C	N	C	N	N	C	P	P	P	P	S ₄ ²	S ₄ ²	C	C	P	<u>P</u>
Retail Marijuana Store ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	C	<u>C</u>
Theaters	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P	<u>P</u>
Wholesale Business	C	N	C	N	C	N	N	C	C	P	P	P	N	S ₄ ²	C	C	N	<u>N</u>
INDUSTRIAL																		
Airports	C	P ²⁰	C	N	C	N	N	C	C	C	C	C	N	C	N	N	C	<u>C</u>
Necessary Aviation Facilities	P	P	C	C	C	C	C	C	P	P	P	P	C	P	C	P	P	<u>C</u>
Automotive Repair	P	N	C	N	C	N	N	C	P	P	P	P	N	N	N	N	P	<u>C³²</u>
Gas Manufacturer/Storage	C ⁹	N	N	N	C	N	N	N	N	N	C ⁹	C ⁹	N	N	N	N	N	<u>C</u>
Manufacturing/Fabricating/Assembly	P	N	C	N	C	N	N	C	C	P	P	P	N	C	C	N	C	<u>C</u>
Mini-Storage Facility	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	C	C	<u>N</u>
Storage Yard	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	N	C	<u>C³²</u>
Warehouses	C	N	C	N	C	N	N	C	N	P	P	P	N	C	N	N	N	<u>C</u>
PUBLIC/INSTITUTIONAL																		
Assisted Living	N	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	<u>C</u>

Churches*	N	C	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	C	C	P	P ¹⁰	P	P	P	<u>P</u>
Clinics	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	P	P	<u>P</u>
Colleges*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Elementary Schools*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Governmental Buildings	P	C	C	C ² ₉	C	C	C	C	P	P	P	C	P	C	C	P	P	<u>P</u>
High Schools*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Hospitals*	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	C	P	<u>P</u>
Libraries*	N	C	C	C ² ₉	C	C	C	C ¹ ₂	P	P	P	C	P	C	P	C	P	<u>P</u>
Museums	C	C	C	C ² ₉	C	C	C	C	P	P	P	C	P	C	P	C	P	<u>P</u>
Parks and Recreation	N	P	C	C ² ₉	C	C	C	C	P	P	P	P	P	P	P	C	P	<u>P</u>
MISCELLANEOUS																		
Animal Boarding/Commercial Kennel ¹³	C	C	C	N	C	C	N	N	C	C	C	C	N	C	N	C	C	<u>C</u>
Assemblies ¹⁵ (Large: Circuses, Fairs, etc.)	P	C	C	N	C	C	C	C	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	C	P	N	P ¹⁵	<u>P</u>
Bed and Breakfasts	N	C	C	C	C	C	C	C	C	C	C	C	N	P	C	C	P	<u>P</u>
Cabin Rentals	N	C	C	N	C	N	N	N	P	P	P	C	N	P	P	C	P	<u>P</u>
Cemeteries	P	C	C	N	C	N	N	N	N	C	C	C	N	C	C	N	N	<u>N</u>

Communications Towers and Antenna(s), Radio/TV Transmitters/Cell Sites** 28	C	P	C	N	C	C	C	C	P	P	P	P	P	C	C	C	C	<u>C</u>
Crematories/Funeral Homes	N	N	C	N	C	N	N	C	C	C	C	C	N	C	C	C	C	<u>N</u>
Day Care Centers ¹²	N	C	C	C ² ₉	C	C	C	C	P	P	P	C	C	C	C	P	P	<u>P</u>
Dormitories/Boarding Houses	N	C	C	N	C	C	C	P	P ²¹	S	C	P	P ² ₃	C	C	C	P	<u>P</u>
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>
Farming/General Agriculture***	N	P	P	N	N	N	N	N	N	N	N	P	N	P	N	N	N	<u>C</u>
Fraternal Organizations/ Private Clubs/Social Halls and Union Halls	N	N	C	N	C	C	C	C	P	P	P	C	N	C	P	C	P	<u>P</u>
Greenhouses/Tree Nurseries ¹³	N	C	C	N	C	C	C	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Gunsmithing, Taxidermy	N	N	C	C	C	C	C	C	P	P	P	P	N	C	P	P	P	<u>P</u>
Nursing, Convalescent or Rest Homes	N	N	C	N	C	C	C	C	P	P	C	C	C	C	C	C	P	<u>P</u>
Parking, Public Lots ¹²	C	C	C	N	C	C	C	C	C	C	C	C	C	C	C	C	C	<u>C</u>
Personal Services ²⁵	N	C	C	N	C	C	C	C	P	P	P	P	C	C	P	P/C ²⁷	P	<u>P</u>
Recreational Vehicle Parks	N	C	C	N	C	N	N	C	C	C	C	C	N	C	C	N	C	<u>C</u>
Subsurface Extraction of Natural Resources ¹⁶	C	C	C	C	C	C	C	C	C	C	C	C	N	C	N	N	N	<u>C</u>

Surface Extraction of Natural Resources ¹⁷	C	C	C	N	C	N	N	C	N	C	C	C	N	C	N	N	N	<u>N</u>
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* See 42 U.S.C. Sec. 2000cc (Religious Land Use and Institutionalized Persons Act of 2000)

** See 42 U.S.C. Telecommunications Act of 1996, Sec. 704(a)

*** See, however, the limitations imposed under KMC [3.10.070](#)

Footnotes:

1 Allowed as a secondary use except on the ground floor of the part of the building fronting on collector streets and major highways. Commercial or industrial which falls under the landscaping/site plans requirements of KMC Chapter [14.25](#) shall include any secondary uses in the landscaping and site plans.

2 One (1) single-family residence per parcel, which is part of the main building.

3 Allowed as a conditional use, subject to satisfying the following conditions:

a The usable area per dwelling unit shall be the same as that required for dwelling units in the RS Zone;

b The site square footage in area must be approved by the Commission;

c Yards around the site, off-street parking, and other development requirements shall be the same as for principal uses in the RR Zone;

d Water and sewer facilities shall meet the requirements of all applicable health regulations;

e The proposed dwelling group will constitute a residential area of sustained desirability and stability, will be in harmony with the character of the surrounding neighborhood, and will not adversely affect surrounding property values;

f The buildings shall be used only for residential purposes and customary accessory uses, such as garages, storage spaces, and recreational and community activities;

g There shall be provided, as part of the proposed development, adequate recreation areas to serve the needs of the anticipated population;

h The development shall not produce a volume of traffic in excess of the capacity for which the access streets are designed;

i The property adjacent to the proposed dwelling group will not be adversely affected.

4 See “Townhouses” section.

5 See “Mobile Homes” section.

6 Allowed as a conditional use, subject to “Mobile Homes” section; and provided, that any mobile home park meets the minimum Federal Housing Authority requirements.

7 See “Planned Unit Residential Development” section.

8 Allowed as a conditional use; provided, that the proposed location and the characteristics of the site will not destroy the residential character of the neighborhood.

9 Allowed as a conditional use; provided, that all applicable safety and fire regulations are met.

10 Provided, that no part of any building is located nearer than thirty (30) feet to any adjoining street or property line.

11 Allowed as a conditional use; provided, that no part of any building is located nearer than thirty (30) feet to any adjoining street or property line; and provided further, that the proposed location and characteristics of the use will not adversely affect the commercial development of the zone.

12 Allowed as a conditional use; provided, that the following conditions are met:

a The proposed location of the use and the size and characteristics of the site will maximize its benefit to the public;

b Exits and entrances and off-street parking for the use are located to prevent traffic hazards on public streets.

13 Allowed as a conditional use; provided, that setbacks, buffer strips, and other provisions are adequate to assure that the use will not be a nuisance to surrounding properties. The Commission shall specify the conditions necessary to fulfill this requirement. Animal boarding and commercial kennels require a kennel license (see KMC Chapter [3.15](#)).

14 Allowed as a conditional use; provided, that no indication of said use is evident from the exterior of the mortuary.

15 Allowed; provided, that the following conditions are met:

a An uncleared buffer strip of at least thirty (30) feet shall be provided between said use and any adjoining property in a residential zone.

b Exits and entrances and off-street parking for the use shall be located to prevent traffic hazards on the public streets.

16 See “Conditional Uses” section.

17 See “Conditional Use Permit for Surface Extraction of Natural Resources” section.

18 **Conditional use allowed only on privately held property.** Not allowed on government lands.

19 Reserved.

20 The airport-related uses allowed under this entry are aircraft approach and departure zones pursuant to KMC [14.20.070\(a\)](#), except that for properties contained inside the airport perimeter fence or having access to aircraft movement areas, taxiways or parking aprons, FAA authorized uses are allowed.

21 Developments for use shall be the same as those listed in the Development Requirements Table for the RU/TSH Zones.

22 **Allowed as a conditional use in conjunction with a permitted use in the ED Zone.** For example, housing for teachers or students for a school in the zone.

23 **Allowed as an accessory use in conjunction with a permitted use in the ED Zone.** For example, a dormitory used to house students for a school or educational facility.

24 Retail businesses allowed as a secondary use in conjunction with the primary use (e.g., a gift shop or coffee shop within another business).

25 Art studios, barbers, beauticians, tattoo parlors, dressmakers, dry cleaners and self-service laundries, fitness centers, photographic studios, tailors, tanning salons and massage therapists.

26 Food services are allowed on a temporary or seasonal basis of not more than four (4) months per year.

27 Personal services not set forth in the below matrix are conditional uses.

Limited Commercial Zone		
Personal Services	Permitted (P)	Conditional Use (C)
Art Studios	X	
Barbers	X	
Beauticians	X	
Dressmakers	X	
Dry Cleaners		X
Fitness Centers	X	
Massage Therapist		X
Photographic Studios	X	
Self-Service Laundries		X
Tailors	X	
Tanning Salons	X	
Tattoo Parlors		X

28 Communications tower/antenna(s) allowed as a principal permitted (P) use if the applicable conditions set forth in KMC [14.20.255](#) are met or a conditional use (C) if the applicable conditions set forth in KMC [14.20.150](#) and [14.20.255](#) are met.

29 Use allowed only for those parcels that abut the Kenai Spur Highway. The access to any such parcel must be either from: (a) driveway access on the Kenai Spur Highway; or (b) driveway access from a dedicated right-of-way and that driveway access is not more than two hundred seventy-five (275) feet

as measured from the constructed centerline of the Kenai Spur Highway to the center of the driveway access as shown on an as-built drawing/survey of the parcel.

30 See marijuana regulations, KMC [14.20.230](#)—Home Occupations, [14.20.320](#)—Definitions, [14.20.330](#)—Standards for commercial marijuana establishments.

31 See KMC [14.20.175](#)—Adult businesses; no adult business may be located within one thousand (1,000) feet of another adult business, or sensitive use. “Sensitive use” means a church or other place of worship, a public or private school (licensed pre-K through twelfth grade) or businesses where or areas where youth are likely to be present (limited to public parks, youth recreational centers, public playgrounds, public libraries).

32 Allowed as a conditional use; provided, it is a maritime-related use to accommodate recreational boating activities, recreational facilities, accessory uses, and service facilities.

Section 4. Amendment of Chapter 14.24 of Kenai Municipal Code: That Kenai Municipal Code, Chapter 14.24 *Development Requirements Tables* are hereby amended as follows:

14.24.010 Minimum lot area requirements.

Table 14.24.010. DEVELOPMENT REQUIREMENTS TABLE

ZONING DISTRICTS											
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/T SH	ALI/IL/IH/ CC/CG/CMU/ WW	R	ED	LC	
MINIMUM LOT AREA (square feet)							See individual sections of Code for requirements.				
Single/Two/Three Family Dwelling	20,000	20,000	7,200	12,500	7,200	7,200		20,000	20,000	12,500	
Four Family Dwelling	20,000	22,400	9,600	N	N	7,200		N	N	12,500	
Five Family Dwelling	22,400	N	12,000	N	N	7,200		N	N	12,500	
Six Family Dwelling	24,800	N	14,400	N	N	7,200		N	N	12,500	
Seven or More Family Dwelling	27,200 + 2,400 for each	N	16,800 + 2,400 for each	N	N	7,200		N	N	12,500	

ZONING DISTRICTS										
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/T SH	ALI/IL/IH/ CC/CG/CMU/ <u>WW</u>	R	ED	LC
	unit over 7		unit over 7							
Maximum Height (feet)	35	35	35	35	35					35

Key: N = Not allowed.

Footnotes:

1 Listed square footages are the minimum required for each zone.

2 Greater lot square footages may be required to satisfy Alaska Department of Environmental Conservation (ADEC) requirements where on-site water supply and/or sewer is necessary.

3 Minimum lot size for non-residential uses in ED zone is 40,000 square feet.

4 Minimum lot size for residential uses in the CMU zone is 7,200 square feet.

14.24.020 General Requirements.

Table 14.24.020. DEVELOPMENT REQUIREMENTS TABLE

ZONING DISTRICTS										
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/TSH	ALI/IL/IH/CC/CG/ CMU/ <u>WW</u>	R	ED	LC
MINIMUM LOT WIDTH (feet)	90	90	60	60	60	60	See individual sections of Code for requirements	90	90	90
MINIMUM LOT SIZE (feet)										
Front Setback ¹	20	20	20	20	20	10	20	20	20	20
Side Setback ²										
One-Story ³	15	15	5	5	5	5	10	15	15	15
Daylight Basement/Split Level ³	15	15	10	10	10	5	10	15	15	15

ZONING DISTRICTS										
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/TSH	ALI/IL/IH/CC/CG/ CMU/WW	R	ED	LC
Two-Story ³	15	15	15	15	15	5 ⁴	10	15	15	15
Rear Setback	20	20	20	20	20	10 ⁴	10	20	20	20
Maximum Lot Coverage	30%	30%	30%	30%	30%	40%		30%	30%	30%
Maximum Height (feet)	35	35	35	35	35					35

Footnotes:

1 Provided that the minimum front setback is measured from any right-of-way or access easement.

2 Side setbacks are determined based on the primary vehicular access of the structure. Plot plan/as-built will distinguish single and two-story portions of building to verify setback distances are met.

3 Story is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above or the ceiling or roof above.

One-story is defined as a story having direct access from grade level without a lower story. A structure having a lower story situated below a one-story is considered a one-story structure in its entirety.

Two-story is defined as one-story plus more than one-half (1/2) the height of the lower story all situated above grade.

Daylight basement/split level is defined as one-story plus less than one-half (1/2) the height of the lower story all situated above grade.

For purposes of these footnotes, Grade is defined as the lowest point of elevation of the finished surface of the ground between the building and a line five (5) feet from the building.

4 Except that for each story over two (2) stories, each side and rear yard shall be increased three (3) feet, but need not exceed fourteen (14) feet for each side yard and nineteen (19) feet for the rear yard.

5 Side setbacks for parcels within the airport perimeter fence situated along aircraft movement areas, ramps, taxiways, or parking aprons are exempt from the side setback requirements of this title. The building restriction line identified on the Airport Layout Plan must be maintained.

6 All structures in aircraft-approach zones and within eight thousand feet (8,000') of the main runway shall be subject to height limitation on the basis of obstruction criteria as shown on the current FAA-approved Kenai Airport Layout Plan.

14.24.030 Addendum to development requirements tables.

Section 5. Amendment of City of Kenai Official Zoning Map: That City of Kenai, Official Zoning Map is hereby amended as follows: Rezone the following parcels from Heavy Industrial (IH) to Working Waterfront (WW) zoning district.

<u>Legal Description</u>	<u>Parcel ID</u>
Tract E, Daubenspeck Property Subdivision	04705703
Portion of Alaska Tidelands Survey 98	04705702
Tract C, US Survey 104, Amended Tracts A, B, & C	04901113
Tract C, US Survey 104, Amended Tracts A, B, & C	04901112
Tract A, Kenai Tidelands Survey No. 1	04901121
Portion of Govt Lot 10 Lying Southwest of Bridge Access Rd & Lying North & Northwest & Northeast of US Survey 4563 Amended, Section 4, T5N R11W	04901131
Lot 3, US Survey 4563 Amended	04901123
Lot 2, US Survey 4563 Amended	04901124
Alaska Tidelands Survey 82	04901125
Portion of Govt Lot 10 Lying Southeasterly of US Survey 4563 Amended, Section 4, T5N R11W	04901130
Lot 1, Kristine Subdivision No. 1	04901133
Lot 2, Kristine Subdivision No. 1	04901134
Tract B, Kenai Tidelands Survey No. 2	04901132
Tract C, Kenai Tidelands Survey No. 2	04901404
Lot 3A, Kristine Subdivision Jahrig Addition	04901136
Lot 3B, Kristine Subdivision Jahrig Addition	04901137
Lot 3C, Kristine Subdivision Jahrig Addition	04901138
Lot 1, Baron Wood Subdivision	04901312
Lot 2, Baron Wood Subdivision	04901313
US Survey 678 Amended	04901401
Alaska Tidelands Survey No. 770	04901403
Alaska Tidelands Survey No. 114	04901402
Lot 3, Baron Wood Subdivision No. 2	04901314

Lot 4A, Baron Wood Subdivision No. 2	04901321
Lot 5A, Baron Wood Subdivision No. 2	04901322
Lot 8, Baron Wood Subdivision	04901320
Tract E, Boat Ramp Subdivision	04945009
Tract F-1, Alaska State Land Survey No. 2012-04	04945011
Tract F-2, Alaska State Land Survey No. 2012-04	04945012
Tract A, City of Kenai Boat Ramp & ROW Dedication (Northern Half)	04945002

Attached is Exhibit "A" illustrating the area of the proposed zone change.

Section 6. Amendment of City of Kenai Official Zoning Map: That City of Kenai, Official Zoning Map is hereby amended as follows: Rezone the following parcels from Heavy Industrial (IH) to Conservation (C) zoning district.

<u>Legal Description</u>	<u>Parcel ID</u>
Tract A, City of Kenai Boat Ramp & ROW Dedication (Southern Half)	04945002
Tract B, City of Kenai Boat Ramp & ROW Dedication	04945003
Tract C, City of Kenai Boat Ramp & ROW Dedication	04945004
Tract D, City of Kenai Boat Ramp	04945005
Govt Lots 6, 7, 10 and SE1/4 SE1/4 in Section 8 & Govt Lot 6 and SE1/4 NE1/4 and SE1/4 and NE1/4 SW1/4 and S1/2 SW1/4 Section 9 & Govt Lots 1, 4-6 and NE1/4 NE1/4 Section 17 excluding the Kenai River crossing ROW, T5N R11W (West Side of Bridge Access Road)	04910014

Attached is Exhibit "A" illustrating the area of the proposed zone change.

Section 7. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 8. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	January 17, 2024
Enacted:	February 21, 2024
Effective:	March 22, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Vice Mayor Knackstedt

DATE: January 10, 2024

SUBJECT: **Ordinance No. 3392-2024 - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District**

This Ordinance seeks to amend the Kenai Zoning Code and Official Zoning Map in response to the efforts and vision that resulted from the Kenai Waterfront Revitalization Assessment. This is a first step towards the long-term planning efforts of redeveloping the waterfront area. The Ordinance will add a new zoning district, Working Waterfront (WW) Zone to the Kenai Zoning Code with corresponding code amendments to the land use table and development requirements tables. In addition, it will amend the Official Zoning Map of the waterfront development area for certain parcels from Heavy Industrial (IH) to WW Zone. With staff's recommendation, wetlands parcels to the south of the waterfront development area will be rezoned from IH to Conservation (C) Zone for compatibility with the surrounding area and consistency with the Land Management Plan and Comprehensive Plan.

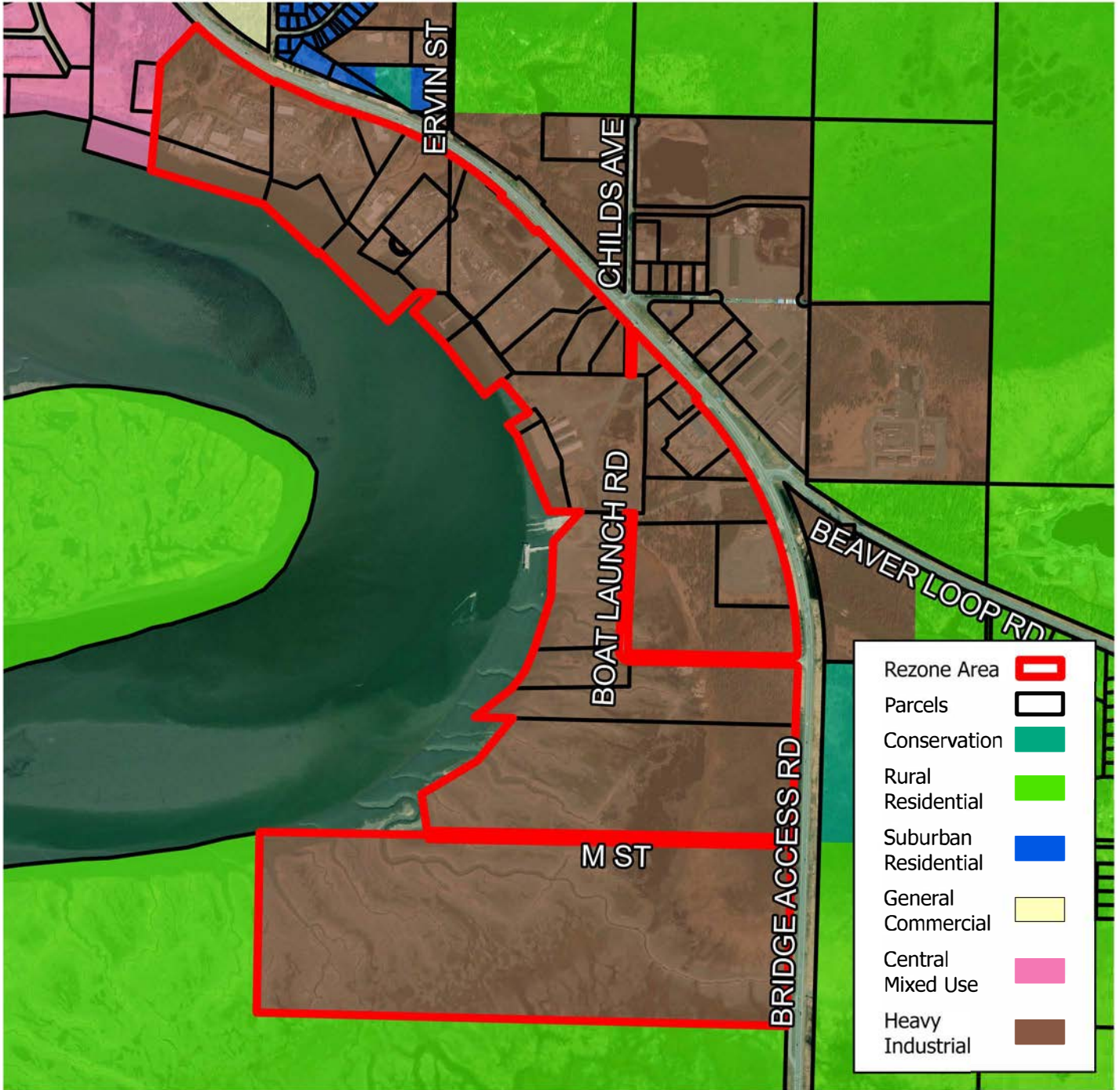
Your consideration is appreciated.

Attachments

- Existing Zoning Map
- Proposed Zoning Map

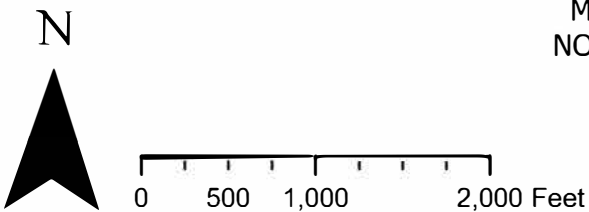


Ordinance 3392-2024 Existing Zoning



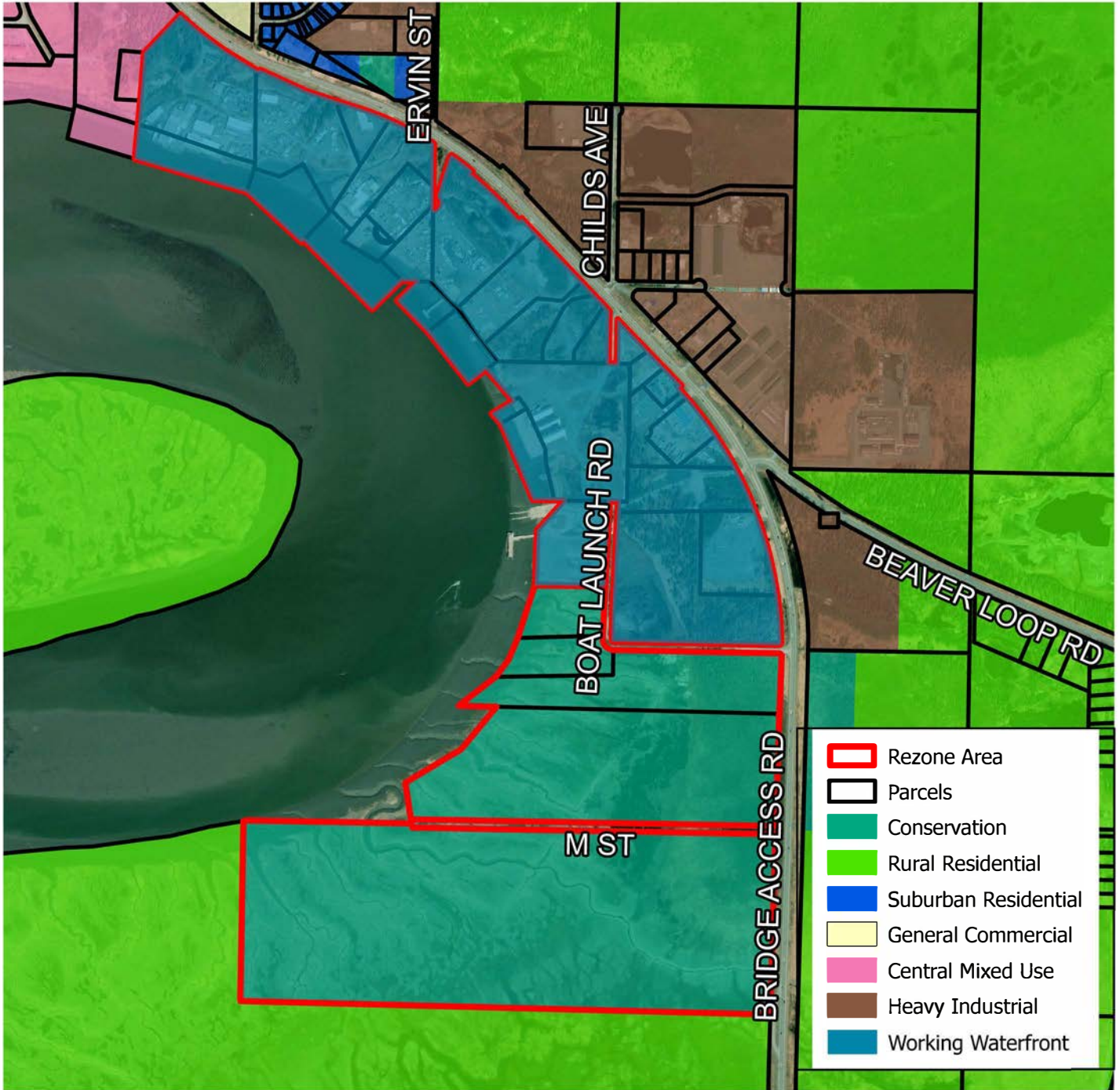
Date Printed: 1/9/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





Ordinance 3392-2024 Proposed Zoning



	Rezone Area
	Parcels
	Conservation
	Rural Residential
	Suburban Residential
	General Commercial
	Central Mixed Use
	Heavy Industrial
	Working Waterfront

Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT

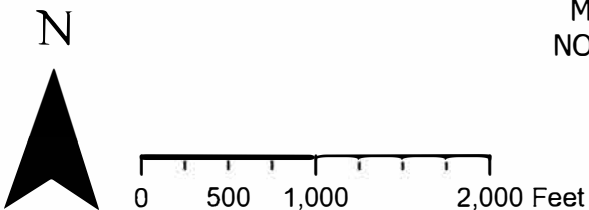
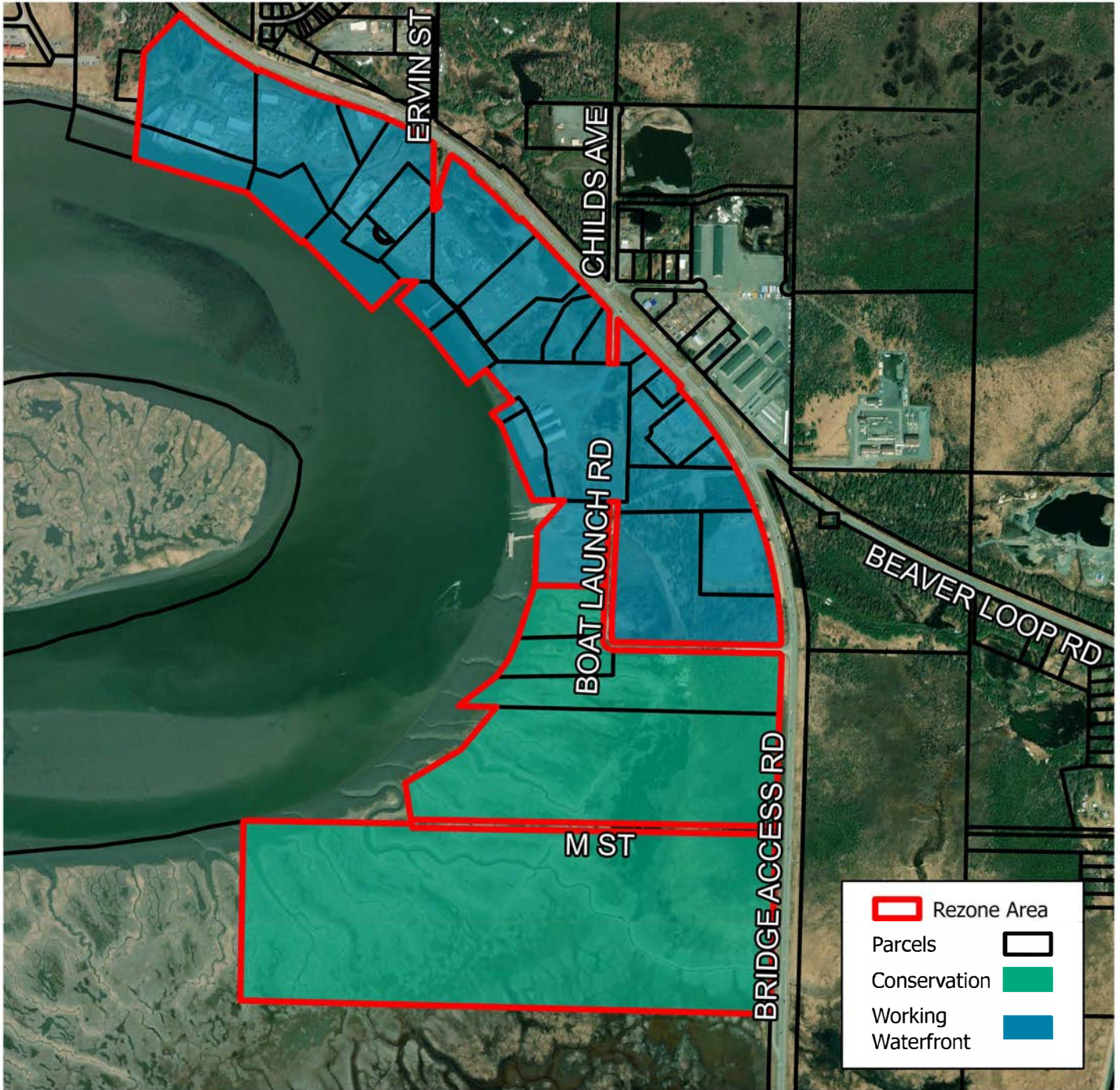




EXHIBIT A

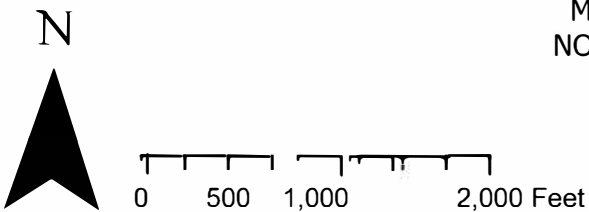
Ordinance 3392-2024

Zoning Map Amendment



Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT



Sponsored by: Administration



**CITY OF KENAI
ORDINANCE NO. 3393-2024**

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATIONS TO THE KENAI ANIMAL SHELTER FOR THE CARE OF ANIMALS.

WHEREAS, the Kenai Animal Shelter recently received monetary donations from a number of donors totaling \$2,643.86, and those funds are intended to support the Kenai Animal Shelter; and,

WHEREAS, the Animal Control Chief has identified equipment needs at the Animal Shelter, including safety equipment for staff and animal live traps, for the utilization of those donated funds; and,

WHEREAS, the acceptance of these donations to further the mission of the Animal Shelter is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to accept these donated funds and to expend them as authorized by this ordinance and in line the intentions of the donors.

Section 2. That the following budget revision is authorized:

General Fund:

Increase Estimated Revenues –
Donations – Animal Control \$2,643.86

Increase Appropriations –
Animal Control – Small Tools \$2,643.86

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced:	February 7, 2024
Enacted:	February 21, 2024
Effective:	February 21, 2024



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross – Police Chief

DATE: January 22, 2024

SUBJECT: **Ordinance No. 3393-2024 - Donations to Kenai Animal Shelter**

The Kenai Animal shelter received a number of unsolicited private donations recently totaling \$2,643.86. The individual donors include: James Carpenter, John Percy, Henry & Shannon Iris, Joe & Patti Holden, Karla & Paul Smith, Lorrene Forbes, Kathy Heus, Laurence & Tamera Stearns, Pamela Satathite, Benjamin Eveland, Richard Hallmark, Brittany Taylor, Patrick & Casady Herding, Peninsula Radiation Oncology Center, Michael Koob and Greg Fite. The Animal Control Chief has identified the need for additional employee safety equipment and for additional live traps to be purchased with these funds.

I am respectfully requesting consideration of the ordinance accepting and designating those funds to the Kenai Animal Shelter as they were intended.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3394-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND TO PROVIDE SUPPLEMENTAL FUNDING TO THE STREET LIGHTS REPAIR AND MAINTENANCE OPERATIONAL BUDGET.

WHEREAS, the City contracts annually for street light maintenance and utility locate services; and,

WHEREAS, currently Kachemak Electric has a contract with the City to provide these services; and,

WHEREAS, the current purchase order 126999 in the amount of \$56,330 has received invoices totaling \$55,569.12 through December 2023; and,

WHEREAS, additional funds in the amount of \$50,000 will be needed to carry through the remainder of the fiscal year; and,

WHEREAS, the increase in costs stem primarily from an increase in utility locate requests which cost the City a little over \$100/each and about \$14,000 in new street light fixture purchases; and,

WHEREAS, the additional funds being requested will allow utility locates to continue uninterrupted through June 2024 and to continue with minor street lighting repairs as they arise.

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

Section 1. That the estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$50,000</u>

Increase Appropriations –	
Transfer to Public Works Street Lights	
Street Lights Repair & Maintenance	<u>\$50,000</u>

Section 2. That the City Manager is authorized to execute a change order and increase purchase order 126999 to Kachemak Electric by \$50,000 for a revised total purchase order of \$106,330.

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced:	February 7, 2024
Enacted:	February 21, 2024
Effective:	February 21, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: January 30, 2024
SUBJECT: **Ordinance 3394-2024 Street Light R&M Supplemental Funding**

The Public Works Department has an annual service contract with Kachemak Electric to provide street lighting utility locates and repair and maintenance services. We have had an increase in construction activity in the community this past year, with greater than anticipated utility locate requests coming into the Department. The City pays a little over \$100/each for 811 utility locate requests. Additionally, six new Sternberg light fixtures were installed to replace missing and damaged fixtures. Through December the Department has expended 98% of its current budget for street light repairs and locates.

The Department is requesting an additional \$50,000 to allow utility locates to continue uninterrupted into the spring and summer construction season through June 30th, 2024. We also know we have some street lighting line breaks which we intend to repair in the spring when the grounds thaws.

As a reminder to Council Ordinance 3386-2024 enacted January 17th, 2024 appropriated \$80,000 toward professional services to assist with assessment of ongoing problems. We also have a Capital Improvement Project for FY2025 which will provide \$400,000 in funding toward construction to correct issues identified during the assessment.

Providing the requested funds now is in the best interest of the City. Council's approval is respectfully requested.



Sponsored by: Council Member Douthit

**CITY OF KENAI
ORDINANCE NO. 3395-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND FOR RADIO ADVERTISING AND APPROVING COUNCIL POLICY 20.030-RADIO ADVERTISING FOR PUBLIC MEETINGS AND ELECTIONS.

WHEREAS, radio advertising is an effective means of communication and disseminating information locally; and,

WHEREAS, the intent of this appropriation is to provide funding for the City to expand its radio presence for communicating local City events and matters of local public concern; and,

WHEREAS, the Kenai Peninsula Borough’s 2023 survey showed 45% of residence in the Kenai Peninsula Borough received information from local radio; and,

WHEREAS, public communications regarding City meetings and elections, are constrained by state and local law; and,

WHEREAS, Council Policy 20-030 is intended to ensure any radio advertising is legally compliant while encouraging public participation in elections and local government meetings.

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

Section 1. That Council Policy 20.030-Radio Advertising for Public Meetings and Elections is approved. Any future amendments to this Policy may be accomplished through a Resolution.

Section 2. That the following budget revision is authorized:

General Fund:

Increase Estimated Revenues–	
Appropriation of Fund Balance	<u>\$15,000</u>
 Increase Expenditures –	
Non-Departmental-Advertising	<u>\$15,000</u>

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced: February 7, 2024
Enacted: February 21, 2024
Effective: February 21, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Council Member Douthit
DATE: February 1, 2024
SUBJECT: **Ordinance No. 3395-2024 – Increasing General Fund for Radio Advertising for Public Meetings and Elections**

I respectfully ask for your support of Ordinance No. 3395-2024 supporting the new radio advertising policy and funding for the City to utilize radio advertising. This policy is to allow for city staff to promote elections and meetings via radio advertisements. The Ordinance also provides funding for advertising of other governmental notifications brought forth by city staff as needed. This will allow a much-needed resource to notify the public of City governmental happenings with the goal of increasing resident participation in elections, meetings and other events. This Ordinance is intended to bring in more applicants for board and commission openings and raise awareness of events by radio notifications created by city staff. Examples of some notifications that could be done by city staff could be: animal shelter notifications of animals available for adoption, library events and readings, city road closures and public works notifications such as hydrant flushing/adoption opportunities and leaving water running when is cold outside. In addition, these notifications could include city employment openings and dip net fishery notifications. There are numerous possibilities for this type of advertising.

Radio advertising is the probably the most effective advertising tool on the Kenai Peninsula and is currently underutilized by the City. I have consistently received requests by Kenai constituents that they have a desire to be more aware of what is happening within the City. Please support this new policy and Ordinance No. 3395-2024 to reach the residents of Kenai and keep them apprised to City government happenings and keep the city government as transparent as possible for the public.

Thanks

Alex Douthit

CITY COUNCIL – 20.030**RADIO ADVERTISING FOR PUBLIC MEETINGS & ELECTIONS**

Effective Date:

Last Action Date:

Approved by:

City Council

POLICY – 20.030 Radio Advertising for Public Meetings & Elections**Purpose**

The purpose of this policy is to define rules for radio advertising when utilized for advertising meetings of public bodies and promoting elections.

Scope

This policy applies to the use of radio advertising when promoting meetings of the public bodies of the City of Kenai and City Elections.

Policy

- A. The following applies to radio advertising of meetings of the public bodies of the City of Kenai:
1. When utilized for the purpose of promoting meetings of the public bodies, the radio advertisement will not include reference to a specific meeting date and time; however, will promote attendance at City of Kenai public meetings and where to find meeting details such as meeting dates and times and agenda items. (i.e. city website).
 2. Promotion of specific agenda items is strictly prohibited.
- B. The following applies to radio advertising related to City Elections:
1. When utilized for City Elections, the radio advertisements will promote candidate filing periods, voter registration deadlines and Election dates, times and polling locations.
 2. The promotions of and/or opposition to a specific candidate is strictly prohibited.
 3. Promotion of and/or opposition to a proposition/ballot question is prohibited, unless approved by a majority vote of the City Council and in accordance with the applicable Local, State and Federal Campaign laws.

Brian Gabriel Sr., Mayor

ATTEST:

Shellie Saner, MMC, City Clerk

Policy History: Ordinance No. 3395-2024



Name City of Kenai

Contact Shellie Saner

Address 210 Fidalgo ave

Phone _____ Cell _____

City kenai State ak Zip 99611

E-Mail ssaner@kenai.city

Beginning Run Date MO <u>7</u> DAY ____ YEAR <u>23</u>	End Run Date MO <u>7</u> DAY ____ YEAR <u>24</u>	Co-Op Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date MO <u>7</u> DAY <u>6</u> YEAR <u>23</u>
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Radio Time Order

Length :30 :60

Hour DAP TAP
(6a-12a)

Time Specified _____

Live Read _____

Quantity 250 ads

Rate _____

Charges \$5,400.00

Sales Tax Tax Exempt

Agency _____

Total Cost \$5,400.00

Consultant Britney Baier

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Client Signature: _____

The above signee agrees to the terms and conditions of this contract.

*Please see reverse for KSRM Radio Group Inc. Terms and Conditions

Type of Buy: Annual Bulk Buy

Special Instructions: 250 ads to spread out for the year

250 ads per station for 1000 ads total per year

KSRM
920 AM

KWHQ
100.1 FM

KKIS
96.5 FM

KSLD
1140 AM

KFSE
106.9 FM

KJNI
105.3 FM

***KSRM Radio Group Inc. Terms and Conditions**

1. The program or announcement shall be of a quality and rendered and broadcast in a manner satisfactory to KSRM Radio Group Inc. All advertising copy shall be subject to approval of KSRM Radio Group Inc. The Advertiser agrees to comply with all Federal, State, Borough and City regulations, restrictions, and laws covering the use of broadcasting stations operating under the authority of the Federal Communications Commission.
2. All announcements and programs offered or contracted for are subject to change and must yield to change and must yield to programs at the discretion of KSRM Radio Group Inc. The station is not liable for damages should the station, because of emergencies, necessity, legal restrictions or the intervention of the Federal, State, Borough or City authorizes or for any other reason beyond reasonable control of the station, be unable to advertise any of the advertiser's program or announcements at the time or times specified.
3. This service is not subject to assignment. No time may be resold.
4. The station reserves the right to cancel this contract at any time, upon written notice.
5. Unless otherwise agreed to in writing, advertiser, by giving the station two weeks' notice in writing may terminate this contract. Upon cancellation 30% of the contract will be charged upon cancellation.
6. If it becomes necessary to institute suit for the collection of any monies due, or to become due, under this contract, or to enforce any of the provisions herein, the advertiser agrees to pay the station a reasonable attorney's fee (the minimum being \$50.00) and the cost of this suit as the plaintiff.
7. The advertiser will save KSRM Radio Group Inc. harmless against all liability for libel or slander by reason of broadcasting announcement or written copy furnished by the advertiser.
8. If the advertiser does terminate the contract, advertiser will pay for 100% of the announcements for all services previously aired.
9. If the advertiser does terminate this agreement, and promotional materials were supplied to the advertiser for a specific promotion, indicated on this contract, advertiser will be liable for billing up to the date of termination, regardless of the number of announcements aired.
10. Unless otherwise agreed in writing all amounts due shall be paid on or before the 15th day of the month indicated, and the client agrees to pay a service charge of 1.5% per month (18% annually) on any past due amounts.
11. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, KSRM Radio Group Inc., will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or ethnicity.
12. Contract includes one (1) hour of studio recording time. Additional time may be purchased at a rate of \$75.00 per hour, with a one (1) minimum.





Name City of Kenai

Contact Shelly

Address 210 Fidalgo av

Phone _____ Cell _____

City kenai State ak Zip 99611

E-Mail ssaner@kenai.city

Beginning Run Date MO <u>7</u> DAY ____ YEAR <u>23</u>	End Run Date MO <u>7</u> DAY ____ YEAR <u>24</u>	Co-Op Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date MO <u>7</u> DAY <u>6</u> YEAR <u>23</u>
---	---	--	---

Radio Time Order

Length :30 :60

Hour DAP TAP
(6a-12a)

Time Specified _____

Live Read _____

Quantity 500 ads

Rate _____

Charges \$10,800.00

Sales Tax Tax Exempt

Agency _____

Total Cost \$10,800.00

Consultant Britney Baier

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Client Signature: _____

The above signee agrees to the terms and conditions of this contract.

*Please see reverse for KSRM Radio Group Inc. Terms and Conditions

Type of Buy: Annual Bulk Buy

Special Instructions: 500 ads to spread out for the year

500 ads per station for 2000 ads total per year

KSRM
920 AM

KWHQ
100.1 FM

KKIS
96.5 FM

KSLD
1140 AM

KFSE
106.9 FM

KKNI
105.3 FM

*KSRM Radio Group Inc. Terms and Conditions

1. The program or announcement shall be of a quality and rendered and broadcast in a manner satisfactory to KSRM Radio Group Inc. All advertising copy shall be subject to approval of KSRM Radio Group Inc. The Advertiser agrees to comply with all Federal, State, Borough and City regulations, restrictions, and laws covering the use of broadcasting stations operating under the authority of the Federal Communications Commission.
2. All announcements and programs offered or contracted for are subject to change and must yield to change and must yield to programs at the discretion of KSRM Radio Group Inc. The station is not liable for damages should the station, because of emergencies, necessity, legal restrictions or the intervention of the Federal, State, Borough or City authorizes or for any other reason beyond reasonable control of the station, be unable to advertise any of the advertiser's program or announcements at the time or times specified.
3. This service is not subject to assignment. No time may be resold.
4. The station reserves the right to cancel this contract at any time, upon written notice.
5. Unless otherwise agreed to in writing, advertiser, by giving the station two weeks' notice in writing may terminate this contract. Upon cancellation 30% of the contract will be charged upon cancellation.
6. If it becomes necessary to institute suit for the collection of any monies due, or to become due, under this contract, or to enforce any of the provisions herein, the advertiser agrees to pay the station a reasonable attorney's fee (the minimum being \$50.00) and the cost of this suit as the plaintiff.
7. The advertiser will save KSRM Radio Group Inc. harmless against all liability for libel or slander by reason of broadcasting announcement or written copy furnished by the advertiser.
8. If the advertiser does terminate the contract, advertiser will pay for 100% of the announcements for all services previously aired.
9. If the advertiser does terminate this agreement, and promotional materials were supplied to the advertiser for a specific promotion, indicated on this contract, advertiser will be liable for billing up to the date of termination, regardless of the number of announcements aired.
10. Unless otherwise agreed in writing all amounts due shall be paid on or before the 15th day of the month indicated, and the client agrees to pay a service charge of 1.5% per month (18% annually) on any past due amounts.
11. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, KSRM Radio Group Inc., will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or ethnicity.
12. Contract includes one (1) hour of studio recording time. Additional time may be purchased at a rate of \$75.00 per hour, with a one (1) minimum.





1/24/2024

Option A – 600 (:30) ads per station, ads to air on 6 stations.

KSRM 920am & 92.5fm, KSLD 1140am & 96.9fm,

KWHQ 100.1fm, KKIS 96.5fm, KKNi 105.3fm and KFSE 106.9fm

Bulk purchase - \$18,000.00

Option B – 500 (:30) ads per station, ads to air on 6 stations.

KSRM 920am & 92.5fm, KSLD 1140am & 96.9fm,

KWHQ 100.1fm, KKIS 96.5fm, KKNi 105.3fm and KFSE 106.9fm

Bulk purchase - \$15,000.00

Option C – 400 (:30) ads per station, ads to air on 6 stations.

KSRM 920am & 92.5fm, KSLD 1140am & 96.9fm,

KWHQ 100.1fm, KKIS 96.5fm, KKNi 105.3fm and KFSE 106.9fm

Bulk purchase - \$12,000.00

All rates and options expire 3/31/2024

Contact -Nathan Johnson 907-398-2628 or nathan@radiokenai.com



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3396-2024**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE 4.31.015 - LOCAL AMENDMENTS TO THE 2009 INTERNATIONAL FUEL GAS CODE FOR HOUSEKEEPING PURPOSES.

WHEREAS, the City of Kenai adopted the 2021 Editions of the Building Codes including the 2021 International Fuel Gas Code through passage of Ordinance 3334-2023; and,

WHEREAS, this Ordinance will make minor housekeeping corrections to KMC Chapter 4.31 Fuel Gas Code that were missed during the adoption.

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

Section 1. Amendment of Section 4.31.015 of Kenai Municipal Code: That Kenai Municipal Code, Section 4.31.015 Local amendments to the 2009 International Fuel Gas Code is hereby amended as follows:

4.31.015 Local Amendments to the [2009] 2021 International Fuel Gas Code.

Amend by deleting Chapter[s] 1 [THROUGH 5, CHAPTER 8, AND APPENDICES A THROUGH D].

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced: February 7, 2024
Enacted: February 21, 2024
Effective: March 22, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Scott Curtin, Public Works Director

DATE: January 30, 2024

SUBJECT: **Ordinance 3396-2024 KMC Code 4.31 Fuel Gas Code Amendment**

The City Clerk and Building Official brought to my attention there were some minor revisions necessary to clean up references within the City Code relating to KMC 4.31.015 and an earlier code adoption. As Council may recall one year ago the City adopted the 2021 codes from our previous 2009 versions. This Ordinance is cleaning up a section that still refers to the 2009 code.

One change of note, in the 2009 Fuel Gas Code adoption, our local amendments to that code deleted references to Chapters 1-5, Chapter 8 and Appendices A through D. With the new 2021 Fuel Gas Code we are only removing references to the first chapter which outlines administrative requirements, which do not necessarily match the City's normal business practice. The other Chapters will remain in effect.

I believe these chapters were previously left out due to overlap with the uniform plumbing code, however, after reviewing the chapters and appendices, the guidance they provide is important to assist design teams with preferred installation methods. It is the department's recommendation that they remain.

With Council's approval of this Ordinance the City's website will be updated to correct the reference. Council's support is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3397-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE WATER SEWER CAPITAL PROJECT FUND FOR THE CEMETERY CREEK CULVERT REPLACEMENT PROJECT AND ACCEPTING A DONATION FROM THE KENAI FOUNDATION IN SUPPORT OF THE PROJECT.

WHEREAS, the City in coordination with US Fish & Wildlife has been working to replace the existing Cemetery Creek culvert with a new fish passage culvert; and,

WHEREAS, the project located between Birch St. and Coral St. along Cohoe Ave. has been proven to be a primary area for juvenile salmon to gather; and,

WHEREAS, the City previously appropriated \$30,000 in funding through passage of Ordinance 3364-2023 on August 2, 2023 of which \$25,000 was provided by US Fish & Wildlife and \$5,000 from the Silver Salmon Derby through the Kenai Foundation; and,

WHEREAS, an additional \$4,838 is needed to complete the 35% design effort and to execute contract amendment one with PND Engineers, Inc. for additional services as requested by US Fish & Wildlife; and,

WHEREAS, the completed 35% design documents will be used to pursue grant opportunities in support of completing the design and ultimately constructing the proposed improvements; and,

WHEREAS, staff is working closely with the Salamatof Native Association for grant opportunities.

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

Section 1. That the City Manager is authorized to accept a grant in the amount of \$4,838 from the Kenai Foundation.

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

Water & Sewer Special Revenue Fund:

Increase Estimated Revenues –
Appropriation of Grant Funds from the Kenai Foundation \$4,838

Increase Appropriations –
Transfer to Water & Sewer Capital Project Fund \$4,838

Water & Sewer Capital Project Fund:

Increase Estimated Revenues –
Transfer from Water & Sewer Special Revenue Fund \$4,838

Increase Appropriations –
Cemetery Creek Culvert Replacement Project –
Construction \$4,838

Section 3. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: February 7, 2024
Enacted: February 21, 2024
Effective: February 21, 2024

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Scott Curtin, Public Works Director

DATE: January 30, 2024

SUBJECT: Ordinance 3397-2024 Cemetery Creek Culvert Replacement

This memo requests Council’s approval to accept grant funding from the Kenai Foundation in the amount of \$4,838 to support costs associated with Contract Amendment One to PND Engineers for additional services requested by US Fish & Wildlife relating to more preliminary detail of stream bed design. Staff reached out to representatives of the Kenai Foundation requesting support with funds acquired through the Silver Salmon Derby.

The 35% Design Documents are now complete and have been delivered to US Fish & Wildlife as well as the Salamatof Native Association. Staff is coordinating with both agencies, working toward a larger grant to complete the overall design and construction. The project has progressed well, with PND Engineers providing exceptional service and coordination on our behalf.

Photos below depict the existing drainage area and culverts as well as a site location map. Council’s continued support of the project is appreciated and requested.



Figure 2-1: Left: Looking upstream at main channel; Right: Looking downstream

CEMETERY CREEK CULVERT REPLACEMENT
HYDROLOGIC & HYDRAULIC REPORT



Figure 1-1: Vicinity Map





Sponsored by: City Clerk

**CITY OF KENAI
ORDINANCE NO. 3398-2024**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE TITLE 6 - ELECTIONS, TO ENHANCE CONSISTENCY, PROMOTE EFFICIENCIES AND MAKE HOUSEKEEPING CHANGES.

WHEREAS, Alaska Statutes provide for local governments to establish procedures governing local elections; and,

WHEREAS, periodic reviews of the election code and updates when needed improves efficiency in the election process; and,

WHEREAS, it is in the best interest of the voters, candidates and City to provide clear election procedures within municipal code.

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

Section 1. Amendment of Section 6.05.040 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.040 Votes Required for Election to Office, is hereby amended as follows:

6.05.040 Votes required for election to office.

- (a) Each City office [SHALL] will be filled by the candidate receiving the greatest number of votes as authorized by the City Charter, Section 10-4.
- (b) Tie Votes. In case of a failure to elect because of a tie vote, [THE COUNCIL SHALL IMMEDIATELY ORDER A RECOUNT OF BALLOTS PURSUANT TO] the clerk will notify the Council and the candidates who are tied and proceed with the recount of votes pursuant to KMC 6.45.030. If there is still a failure to elect because of a tie after completion of the recount, the election [SHALL] will be determined fairly by lot from among the candidates tying, in a meeting of the Council and under its direction, in accordance with the City Charter, Section 10-4.

Section 2. Amendment of Section 6.05.050 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.05.050 Preservation of Election Ballots, Papers and Materials, is hereby amended as follows:

6.05.050 Preservation of election ballots, papers, and materials.

- [(A) THE CERTIFICATE OF RETURNS OF THE CANVASSING BOARD SHALL BE MAINTAINED PERMANENTLY, AND DESCRIPTIONS OF ELECTION BOUNDARIES, PRECINCTS, AND POLLING PLACES SHALL BE MAINTAINED UNTIL THEY ARE REVISED.
- (B) FINANCIAL DISCLOSURE FORMS SHALL BE MAINTAINED FOR A PERIOD OF SIX (6) YEARS AND THEN MAY BE DESTROYED.
- (C) ELECTION REGISTERS, NOMINATING PETITIONS, DECLARATION OF CANDIDACY, AND REJECTED BALLOTS SHALL BE RETAINED FOR ONE (1) YEAR AFTER THE CERTIFICATION OF THE ELECTION. THESE MATERIALS MAY BE DESTROYED AFTER THEIR RETENTION PERIOD HAS LAPSED UNLESS THEIR DESTRUCTION IS STAYED BY AN ORDER OF THE COURT.]

The City Clerk will preserve all precinct election certificates, tallies, registers, voted ballots and sworn statements of candidacy not less than one year after certification of the election and in accordance with the City of Kenai Records Management Schedule and Record Retention Policy as

New Text Underlined: [DELETED TEXT BRACKETED]

adopted by the City Council pursuant to KMC 10.30.030. These materials may be destroyed after their retention period has lapsed unless their destruction has been stayed by an order of the court.

Section 3. Amendment of Section 6.15.010 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.010 Candidate Qualifications, paragraph (a) is hereby amended as follows:

A candidate for elective City office:

- (a) [SHALL] Must be at least twenty-one (21) years of age and have the qualifications required in City Charter, Section 2-1(b), as of the date of the [DECLARATION] sworn statement of candidacy;

Section 4. Amendment of Section 6.15.020 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.020 Nomination and Declaration of Candidacy, is hereby amended as follows:

6.15.020 Nomination Petition and [DECLARATION] Sworn Statement of Candidacy.

- (a) Any qualified person may have their name placed on the ballot for the election as a candidate for Council or Mayor by filing with the Clerk, between August 1st and August 15th, 4:30 p.m., a nominating petition with sufficient signatures, [AND] a sworn statement of [HIS OR HER] candidacy, [ON A FORM OR FORMS PROVIDED BY THE CLERK, ACCOMPANIED BY THE] and a public financial disclosure statement required by KMC 1.85.010(a). If August 15th is not a regular City workday, then candidates [SHALL] will have until noon on the first workday following to file their candidacy paperwork.

[(B)b] The [A] nominating petition [SHALL] must be on a form provided by the clerk and must include:

- (1) The full name of the candidate the petitioners are sponsoring; and
- (2) The full residence address of the candidate; and
- (3) The office for which the petitioners are nominating the candidate; and
- (4) The length of the term of office for which the petitioners are nominating the candidate; and
- (5) Certification that the petitioners' names appear on current voter registration rolls for the City of Kenai, are qualified to vote for a candidate for elective municipal office and have not signed [ANY OTHER] more nominating petition than there are vacancies to be filled for the particular office the named candidate seeks.

[(C)] If a voter signs more nomination petitions than hereby authorized, the voters' signature will be void except as to the authorized number of petitions first filed with the clerk.

[(C)d] The sworn statement of candidacy must be on a form provided by the clerk and must [A SWORN STATEMENT OF CANDIDACY AND CERTIFICATION OF QUALIFICATION SHALL] include:

- (1) The office for which the candidate accepts nomination; and
- (2) A statement that the candidate agrees to serve, if elected; and
- (3) A statement that the candidate is qualified for the office as provided by law; and
- (4) The date and signature of the candidate; and
- (5) Attestation and date by the Clerk; and

[(D)e] A candidate [SHALL] must provide any other information the Clerk reasonably requires to determine whether the candidate is qualified for the office as provided by law.

[(E)f] Within three (3) days after the filing of the [DECLARATION] sworn statement of candidacy and nominating petition, the Clerk [SHALL] will determine whether the nominating petition is signed by the required number of registered voters, and so notify the candidate. If insufficient, the Clerk will [SHALL RETURN THE PETITION IMMEDIATELY TO] notify the candidate with a statement as to why the petition is insufficient. [WITHIN THE REGULAR TIME FOR FILING PETITIONS AND DECLARATIONS OF

CANDIDACY, A NEW PETITION AND DECLARATION OF CANDIDACY MAY BE FILED BY THE CANDIDATE.] The [ABOVE] notice to the candidate [AND THE RETURN OF AN INSUFFICIENT PETITION] may be in person or by mail and will include a copy of the insufficient petition.

(g) A Candidate may correct an insufficient nomination petition by filing a new nomination petitions within the regular time for filing nomination petitions and sworn statements of candidacy, with the exception that a nomination petition that has an insufficient number of signatures may be supplemented with additional signatures on a form provided by the Clerk, supplemental signatures must be obtained and filed with the Clerk within the regular time for filing nomination petitions and a sworn statement of candidacy.

([F]h) Any candidate for office may correct, amend or withdraw their candidacy at any time before the expiration of the time when candidates may file statements of candidacy, by filing a written notice of correction, amendment or withdrawal with the City Clerk. If a candidate desires to file for a different seat, the candidate must file a new nomination petition and sworn statement of candidacy.

Section 5. Amendment of Section 6.15.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.030 Review of Candidate Qualifications, paragraphs (c) and (f), is hereby amended as follows:

(c) Any person may question the eligibility of a candidate who has filed a [DECLARATION] a sworn statement of candidacy by filing a complaint with the Clerk. A complaint regarding the eligibility of a candidate must be received by the Clerk not later than the close of business on the tenth calendar day after the filing deadline for the office for which the candidate seeks election.

...

(f) Upon receipt of a complaint, the Clerk will review any evidence relevant to the issues identified in the complaint which is in the custody of the municipal Clerk's office including evidence provided with the complaint, the candidate's registration record, [DECLARATION] sworn statement of candidacy, and, in the discretion of the Clerk, any other public record. Following review of all relevant evidence in the case, and within twenty (20) days of receiving the complaint, the Clerk will determine whether a preponderance of evidence supports or does not support the eligibility of the candidate. The process for issuing a final determination will be as follows:

Section 6. Amendment of Section 6.15.050 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.050 Notice of Vacancy, is hereby amended as follows:

At least ten (10) days before nominations are open for each regular or special election, the Clerk [SHALL] will publish at least twice in a newspaper of general circulation, a notice of offices to be filled at the election and the procedure for filing a nomination petition and sworn statement of candidacy for the offices.

Section 7. Enactment of Section 6.15.060 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.15.060 Write-In Candidates, is hereby enacted as follows:

6.15.060 Write-In Candidates

An individual who misses the nomination petition and sworn statement of candidacy filing period may run as a write-in candidate. Votes for a write-in candidate for elective city office will not be counted unless that candidate has filed with the Clerk, at least five-days prior to the election date a nomination petition with sufficient signatures, a sworn statement of candidacy and a public financial disclosure statement as required by KMC 1.85.010(a). In order to protect the integrity of the process, the deadlines for filing for elected office and the printing requirements, a write-in candidates name and statement will not be included in any published materials of the City or published materials generated on behalf of the City.

Section 8. Amendment of Section 6.20.030 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.20.030 Ballot Form, paragraph (b), is hereby amended as follows:

- (b) The title of the office to be filled [SHALL] will be followed by the printed names of the candidates for such office, below which [SHALL] will be blank lines equal in number to the candidates to be elected to such office, upon which the voter may write the names of persons not listed on the ballot. The words "Vote for no more than _____" with the appropriate number replacing the blank, [SHALL] will be placed before the list of candidates for each office. The names of the candidates [SHALL] will be printed as they appear upon the [DECLARATION] sworn statement of candidacy filed with the Clerk, except that any honorary or assumed title or prefix [SHALL] will be omitted. However, the candidate's name appearing on the ballot may include a nickname or familiar form of a proper name. The names of candidates [SHALL] will be set out in order as provided in subsection (a) of this section.

Section 9. Repeal and Reenact Section 6.30.050 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.30.050 Absentee Voting - By Mail, is hereby repealed and reenacted as Section 6.30.050 Absentee Voting By-Mail or Electronic Transmission as follows:

[6.30.050 ABSENTEE VOTING - BY MAIL

- (A) A QUALIFIED VOTER MAY APPLY FOR AN ABSENTEE BALLOT BY MAIL IF POSTMARKED NOT EARLIER THAN THE FIRST OF THE YEAR IN WHICH THE ELECTION IS TO BE HELD NOR LESS THAN SEVEN (7) DAYS BEFORE AN ELECTION. A VOTER MAY REQUEST THEIR NAME BE PLACED ON PERMANENT ABSENTEE BY MAIL STATUS. THE APPLICATION SHALL INCLUDE THE ADDRESS TO WHICH THE ABSENTEE BALLOT IS TO BE RETURNED, THE APPLICANT'S FULL ALASKA RESIDENCE ADDRESS, A VOTER IDENTIFIER SUCH AS A VOTER NUMBER, SOCIAL SECURITY NUMBER OR DATE OF BIRTH, AND THE APPLICANT'S SIGNATURE.
- (B) AFTER RECEIPT OF AN APPLICATION FOR AN ABSENTEE BALLOT BY MAIL, THE CLERK SHALL SEND THE ABSENTEE BALLOT AND OTHER ABSENTEE VOTING MATERIAL TO THE APPLICANT BY FIRST CLASS MAIL. THE MATERIALS SHALL BE SENT AS SOON AS THEY ARE READY FOR DISTRIBUTION. THE POSTAGE PAID RETURN ENVELOPE SENT WITH THE MATERIALS SHALL BE ADDRESSED TO THE CLERK.
- (C) UPON RECEIPT OF AN ABSENTEE BALLOT BY MAIL, THE VOTER MAY PROCEED TO MARK THE BALLOT IN SECRET, TO PLACE THE BALLOT IN THE SMALL ENVELOPE, TO PLACE THE SMALL ENVELOPE IN THE LARGER ENVELOPE, AND TO SIGN THE VOTER'S CERTIFICATE ON THE BACK OF THE LARGER ENVELOPE IN THE PRESENCE OF AN OFFICIAL WHO SHALL SIGN AS ATTESTING OFFICIAL AND SHALL DATE THEIR SIGNATURE. OFFICIALS RECOGNIZED TO ATTEST TO THE VERACITY OF SIGNATURES LISTED IN THIS SUBSECTION ARE: A NOTARY PUBLIC, A COMMISSIONED OFFICER OF THE ARMED FORCES, INCLUDING THE NATIONAL GUARD, STATE COURT JUDGE, STATE COURT CLERK, UNITED STATES POSTAL OFFICIAL, OR OTHER PERSON QUALIFIED TO ADMINISTER OATHS. IF NONE OF THE OFFICIALS LISTED IN THIS SUBSECTION ARE REASONABLY ACCESSIBLE, AN ABSENTEE VOTER SHALL HAVE THE BALLOT WITNESSED BY ONE (1) UNITED STATES CITIZEN WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER. A SELF-CERTIFICATION OF THE WITNESS'S QUALIFICATIONS MAY BE ACCEPTED.
- (D) AN ABSENTEE BALLOT MUST BE MARKED AND ATTESTED ON OR BEFORE THE DATE OF THE ELECTION. IF THE VOTER RETURNS THE BALLOT BY MAIL, THEY SHALL USE THE MOST EXPEDITIOUS MAIL SERVICE AND MAIL THE BALLOT NOT LATER THAN THE DAY OF THE ELECTION TO THE CLERK. IT MUST BE POSTMARKED ON OR BEFORE MIDNIGHT OF ELECTION DAY AND RECEIVED BY THE CLERK NO LATER THAN NOON ON THE SEVENTH DAY FOLLOWING THE ELECTION. BALLOT ENVELOPES RECEIVED AFTER THAT TIME SHALL NOT BE OPENED BUT SHALL BE MARKED "INVALID," WITH THE DATE OF RECEIPT NOTED THEREON, AND SHALL BE PRESERVED WITH OTHER BALLOTS OF THE ELECTION.
- (E) THE CLERK SHALL, AS SOON AS PRACTICABLE, MAKE A REASONABLE EFFORT TO CONTACT EACH ABSENTEE BY MAIL VOTER, WHOSE ABSENTEE BALLOT WOULD BE REJECTED UNDER KMC 6.40.030, EXPLAIN WHY THE BALLOT WOULD BE REJECTED, AND PROVIDE A REASONABLE OPPORTUNITY, UNTIL 5:00 P.M. ON THE SIXTH DAY AFTER ELECTION DAY, TO CURE THE BALLOT.

- (F) THE CLERK MAY REQUIRE A VOTER CASTING AN ABSENTEE BALLOT BY MAIL TO PROVIDE PROOF OF IDENTIFICATION OR OTHER INFORMATION TO AID IN THE ESTABLISHMENT OF THEIR IDENTITY.
- (G) THE CLERK SHALL MAINTAIN A RECORD OF THE NAME OF EACH VOTER TO WHOM AN ABSENTEE BALLOT IS SENT BY MAIL. THE RECORD MUST LIST THE DATE ON WHICH THE BALLOT IS MAILED AND THE DATE ON WHICH THE BALLOT IS RECEIVED BY THE CLERK AND THE DATES ON WHICH THE BALLOT WAS EXECUTED AND POSTMARKED.]

6.30.050 Absentee Voting By-Mail or Electronic Transmission.

- (a) Qualified voters of the city may apply for delivery of an absentee ballot. Application for delivery of an absentee ballot may not be submitted earlier than the first of the year in which the election is to be held; and
 - (1) Application requesting delivery by mail must be received not less than seven days before an election; or
 - (2) Application requesting delivery by electronic transmission must be received not later than 5:00 p.m. the day preceding the election.
- (b) Applications to receive an absentee ballot by-mail or by electronic transmission may be submitted to the clerk in person, by mail, by facsimile or other electronic means as prescribed by the clerk.
- (c) A qualified voter may request that their name be placed on a permanent list to receive an absentee ballot application annually.
- (d) Absentee ballot applications will be on a form provided by the clerk and will include the following:
 - (1) Applicants full name; and
 - (2) Applicants full city residence address; and
 - (3) By-Mail delivery requests will include the address the applicant desires the absentee ballot to be mailed to; and
 - (4) By-Electronic transmission requests include the facsimile number or email address to which the ballot is to be sent to; and
 - (5) A voter identifier such as a voter number, social security number or date of birth; and
 - (6) The applicants signature.
- (e) After receipt of an application for a by-request ballot, the clerk will as soon as the absentee voting materials are ready for distribution send the absentee voting package:
 - (1) By-mail absentee voting package will be sent to the applicant by first class mail and include a ballot, a secrecy sleeve, a postage paid return absentee ballot affidavit envelope addressed to the city clerk and instructions for returning an absentee by-mail affidavit envelope and ballot.
 - (2) By-Electronic transmission absentee voting package will be sent to the applicant by electronic transmission and include a copy of the ballot in a form that is suitable for electronic transmission, a voter affidavit form, a return facsimile number and instructions for returning the voter affidavit form and electronic transmission ballot.
- (f) The clerk will maintain a record of absentee voters pursuant to KMC 6.30.110.
- (g) Voters may proceed as follows upon receipt of the by-requested absentee ballot packet:
 - (1) Mark the ballot in secret; and
 - (i) By-mail ballots. Fold the ballot in half and place it in the provided secrecy sleeve, then placed the secrecy sleeve containing the voted ballot into the larger postage paid affidavit envelope; or

- (C) AN ABSENTEE BALLOT THAT IS COMPLETED AND RETURNED BY THE VOTER BY ELECTRONIC TRANSMISSION MUST:
- (1) CONTAIN THE FOLLOWING STATEMENT:

I UNDERSTAND THAT BY USING ELECTRONIC TRANSMISSION TO RETURN MY MARKED BALLOT, I AM VOLUNTARILY WAIVING A PORTION OF MY RIGHT TO A SECRET BALLOT TO THE EXTENT NECESSARY TO PROCESS MY BALLOT, BUT EXPECT THAT MY VOTE WILL BE HELD AS CONFIDENTIAL AS POSSIBLE.

FOLLOWED BY THE VOTER'S SIGNATURE AND DATE OF SIGNATURE; AND
 - (2) BE ACCOMPANIED BY A STATEMENT EXECUTED UNDER OATH AS TO THE VOTER'S IDENTITY; THE STATEMENT UNDER OATH MUST BE WITNESSED BY ONE (1) UNITED STATES CITIZEN WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER. A SELF-CERTIFICATION OF THE WITNESS'S QUALIFICATIONS MAY BE ACCEPTED.
- (D) THE VOTER SHALL MARK THE BALLOT ON OR BEFORE THE DATE OF THE ELECTION AND MAY USE A MAIL SERVICE AT LEAST EQUAL TO FIRST CLASS AND MAIL THE BALLOT NOT LATER THAN THE DAY OF THE ELECTION TO THE CLERK. THE BALLOT MAY NOT BE COUNTED UNLESS IT IS RECEIVED BY NOON ON THE SEVENTH DAY AFTER THE ELECTION.
- (E) A VOTER WHO RETURNS THE ABSENTEE BALLOT BY ELECTRONIC TRANSMISSION MUST COMPLY WITH THE SAME DEADLINES AS FOR VOTING IN PERSON ON OR BEFORE THE CLOSING OF THE POLLS.
- (F) WHEN A COMPLETED ABSENTEE BALLOT IS RECEIVED BY ELECTRONIC TRANSMISSION, THE CLERK WILL NOTE THE DATE OF RECEIPT ON THE ABSENTEE BALLOT APPLICATION LOG AND, IF THE BALLOT IS RECEIVED ON ELECTION DAY, THE TIME OF RECEIPT. THE CLERK WILL THEN:
- (1) REMOVE THE BALLOT PORTION OF THE TRANSMISSION FROM THE PORTION THAT IDENTIFIES THE VOTER;
 - (2) PLACE THE BALLOT PORTION IN A SECRECY SLEEVE;
 - (3) SEAL THE SECRECY SLEEVE IN AN OUTER ENVELOPE OF THE TYPE USED FOR ABSENTEE BALLOTS RETURNED BY MAIL, AND SEAL THAT ENVELOPE;
 - (4) ATTACH THE VOTER IDENTIFICATION PORTION TO THE OUTER ENVELOPE; AND
 - (5) FORWARD THE OUTER SEALED ENVELOPE TO THE CANVASSING BOARD FOR REVIEW.
- (G) THE CLERK SHALL, AS SOON AS PRACTICABLE, MAKE A REASONABLE EFFORT TO CONTACT EACH ABSENTEE BY ELECTRONIC TRANSMISSION VOTER, WHOSE ABSENTEE BALLOT WOULD BE REJECTED UNDER KMC 6.40.030, EXPLAIN WHY THE BALLOT WOULD BE REJECTED, AND PROVIDE A REASONABLE OPPORTUNITY, UNTIL 5:00 P.M. ON THE SIXTH DAY AFTER ELECTION DAY, TO CURE THE BALLOT.
- (H) AN ELECTRONICALLY TRANSMITTED BALLOT SHALL BE COUNTED IN THE SAME MANNER AS OTHER ABSENTEE BALLOTS, EVEN THOUGH THIS PROCEDURE MAY REVEAL TO ONE (1) OR MORE ELECTION OFFICIALS THE MANNER IN WHICH A PARTICULAR ABSENTEE VOTER CAST HIS OR HER BALLOT. HOWEVER, IT SHALL BE UNLAWFUL TO DISPLAY A TELEFAX BALLOT IN A MANNER REVEALING THE WAY IN WHICH A PARTICULAR VOTER CAST HIS OR HER BALLOT TO ANY PERSON OTHER THAN THE CLERK, A MEMBER OF THE CLERK'S STAFF, AN ELECTION OFFICIAL IN THE COURSE OF HIS OR HER DUTIES, OR AN ATTORNEY ADVISING THE CLERK ON LEGAL QUESTIONS CONCERNING THE BALLOT.]

Section 11. Enactment of Section 6.30.055 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.30.055 Review of Returned By-Mail or Electronic Transmission Affidavits, is hereby enacted as follows:

6.30.055 **Review of Returned By-Mail or Electronic Transmission Affidavits.**

- (a) Upon the return of a voted by-request ballot, the clerk or designee will record receipt of such ballot in accordance with KMC 6.30.110. When a ballot is returned by electronic transmission on election day the clerk will also record the time of receipt.
- (b) Electronically transmitted ballots will be counted in the same manner as other absentee ballots, even though the receiving process established within this section may reveal to one or more election officials the manner in which a particular absentee voter cast their ballot. It will be unlawful to display an electronically transmitted ballot in a manner revealing the way in which a particular voter cast their ballot to any person other than the clerk, member of the clerk’s staff, an election official in the course of their duties or an attorney advising the clerk on legal questions concerning the ballot.

 - (1) When a ballot is returned by electronic transmission, the city clerk will:

 - (i) Fold and place the electronic transmitted ballot in a secrecy sleeve; and
 - (ii) Seal the secrecy sleeve containing the voted ballot in an outer envelope, then seal the outer envelope; and
 - (iii) Attach the voter affidavit form and identification portion of the transmission to the outside of the sealed envelope; and
- (c) Returned voted by-request absentee ballots, regardless of the method in which they were returned will be stored in a secure location until delivered to the canvass board.
- (d) If a returned ballot affidavit envelope or an electronically transmitted affidavit form is received by the office of the clerk on or before the closing of the polls on election day, the clerk or designee will review the affidavit for completeness. If the affidavit is incomplete causing the ballot to be rejected pursuant to KMC 6.40.030, the city clerk or designee will within 24 hours of receipt of the voted ballot affidavit, notify the voter of the deficiency.
- (e) Incomplete affidavits may be corrected by the voter, in person at the office of the city clerk during regular business hours. In person corrections must be made by the voter no later than 5:00 p.m. on the sixth day following the election. Should the sixth day following the election be a Saturday, Sunday or recognized city holiday, the voter will have until 10:00 a.m. on the following business.

 - (1) If the voter is unable to correct the deficiency in person, the voter may:

 - (i) Request delivery of a replacement by-mail absentee ballot package, provided that the request must be received not less than seven days before an election; or
 - (ii) Request delivery of a replacement by-electronic transmission ballot package, provided that the request must be received no later than 5:00 p.m. the day preceding the election; and
 - (iii) All voted replacement ballot package will meet the requirements of KMC 6.30.050 and KMC 6.30.100.
- (f) Voted absentee by-mail or electronic transmission ballots received after the deadlines as established in the subsections of KMC 6.30.050(h) will be marked “invalid”, remain un-opened with the date of receipt on the envelope and be preserved in accordance with the records retention schedule as adopted by the City Council.

Section 12. Amendment of Section 6.40.010 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.40.010 Canvassing Board, paragraph (a)(2), is hereby amended as follows:

- (2) The Canvassing Board shall consist of the City Clerk and up to [five (5)] six additional judges selected from among the qualified voters of the City. In the event any such appointed member of the Board is absent from the City, ill, or otherwise unable to attend at the time set for canvassing

the ballot, the City Clerk is hereby authorized to appoint another election judge from the same precinct to substitute for the appointed member.

Section 13. Amendment of Section 6.40.020 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.40.020 Canvass Returns, paragraph (a) is hereby amended as follows:

- (a) The Canvassing Board [SHALL] will meet on the [TUESDAY] seventh day following each election. The election Canvassing Board shall meet in public session and canvass all election returns. In full view of those present, the election Canvassing Board shall judge the applicability of by mail and absentee ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. The canvass of the ballot vote counted by the precinct election boards shall be accomplished by reviewing the tallies of the recorded vote to check for mathematical error by comparing totals with the precinct's certificate of results. All obvious errors found by the election canvass in the transfer of totals from the precinct tally sheets to the precinct certificate of results shall be corrected by the Canvassing Board. A mistake which has been made in precinct returns that is not clearly an error in the transfer of the results from the tallies to the certificate of results empowers the Canvassing Board to recommend a recount of the results of the precinct or precincts for that portion of the returns in question. Upon completion of the canvass, the Canvassing Board shall prepare a final certificate of the results of votes cast by absentee ballot and of votes cast by mail ballot, and shall prepare a written report of the results.

Section 14. Amendment of Section 6.45.020 of Kenai Municipal Code: That Kenai Municipal Code, Section 6.45.020 Date of Recount - Notice, is hereby amended as follows:

6.45.020 Date of Recount - Notice.

- (a) If the Clerk determines that the application is substantially in the required form, the Clerk [SHALL] will fix the date of the recount to be held within [FORTY-EIGHT (48) HOURS] three-days, excluding any Saturday, Sunday, or holiday, after the receipt of an application requesting a recount of the votes in a City election after it has been initiated under KMC 6.45.010.
- (b) The Clerk shall give the recount applicant and other directly interested parties notice of the time and place of the recount by telephone or electronic transmission.

Section 15. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 16. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	February 7, 2024
Enacted:	February 21, 2024
Effective:	March 22, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City clerk
DATE: January 25, 2024
SUBJECT: Amendments to Kenai Municipal Code Title 6 - Elections

The amendments to the KMC Title 6 - Elections as proposed in the attached ordinance include some minor housekeeping amendments and codification of certain election current election procedures. The following identifies the proposed amendments by ordinance section:

Section 1. Addresses the initiation of a recount in the case of a tie. Current code requires the Council to order a recount in the case of a tie, the proposed amendment would direct the clerk to notify the tied candidates and Council, and proceed with the recount in accordance with KMC 6.45.030 - Date of Recount Notice. *(Note: Section 14 of the Ordinance proposes an amendment to the number of days in which the recount must be held.)*

The proposed change will expedite the initiation of a recount by eliminating the need to call and notice a special meeting of the council as well as allowing the recount to be scheduled and conducted before the next regular Council Meeting, allowing certification of the election to be on schedule.

Section 2. Removes retention requirements for election materials from KMC and instead refers to the City of Kenai Records Retention Policy.

The records retention policy in accordance with KMC 10.30-Records Retention is adopted by the Council and any changes to the retention of election materials would be brought to the Council as an amendment to the policy. The amendment as proposed in the ordinance would prevent any potential conflicts if the retention were to be changed in one location and not the other.

Section 3. Housekeeping, Kenai Municipal Charter references a sworn statement of candidacy, there are several sections within the ordinance that propose changing “declaration of candidacy” to “sworn statement of candidacy”. This will provide continuity throughout the election charter and code.

Section 4. Includes some housekeeping; provides clarification for the number of nominations petitions a voter may sign and if a voter signs more than allowed, which signature would be counted; establishes additional standards for insufficient nomination petitions; and adds standards for correction and amendments to sworn statements of candidacy to the existing withdrawal section. The following identifies specific amendments within the section.

- Paragraph (a). Mostly housekeeping amendments. The language “on a form or forms provided by the clerk” was relocated to the beginning of the subsections specifically related to the nomination petition form and the sworn statement of candidacy form.
- Paragraph (b), subparagraph (5). Increases the number of nomination-petitions a voter can sign to equal the number of vacancies to be filled. City Council seats are at large and during regular election a voter may vote for no more than two candidates; however, current code prohibits a voter from signing more than one nomination petitions, the proposed amendment will permit a voter to sign as many petitions as there are vacancies to be filled.
- Paragraph (c). This is a new paragraph and provides clear direction on which signatures would count if a voter signed more petitions than vacancies. As written it establishes that the signatures on the nomination petitions first filed would be the signatures used. This provision prevents the

possibility of a candidate who had already been certified, having that certification revoked at a later date due to a voter signing more petitions than permitted.

- Paragraph (d). Clarifies that the sworn statement of candidacy is on a form provided by the clerk.
- Paragraph (e). Housekeeping amendments.
- Paragraph (f). New language in this subsection clarifies that the candidate will be provided a copy of the insufficient nomination petition which allows the clerk to retain the original for records retention purposes. The language being removed related to filing a new petition was included in the new subparagraph (g).
- Paragraph (g). Continued with the intent of the language that was removed from paragraph (f); however, added new language that if the nomination petition was insufficient due to signatures, the candidate could gather supplemental signatures instead of circulating a new petition.
- Paragraph (h). Expanded the rules for withdrawals of sworn statements candidacy to include corrections or amendments of sworn statements of candidacy. Also establishes that if a candidate desires to file for a different seat, they would be required to file a new nomination petition and sworn statement of candidacy.

Section 5 & 6. Housekeeping amendments.

Section 7. Establishes a new section of code for write in candidates. Kenai Municipal Charter 10-04 allows that a voter may write in a person whose name does not appear on the ballot and KMC 6.35 establishes rules for counting write-in-votes; however, there is no established code for write-in candidates.

At the State level, thirty-three states including Alaska only accept votes for write-in candidates who officially register as a candidate, eight states have no regulations regarding write-in candidates, and nine states do not accept write-in candidates at all. Alaska Statutes (AS) 15.25.105 applicable only in state elections, in part provides that votes for a write-in candidate may not be counted unless that candidate has filed a letter of intent with the director, not less than five days before the election.

The Kenai Peninsula Borough, City of Seward and City of Soldotna require write in candidates to file prior to the election and of the eleven Home Rule City's in the State of Alaska seven have filing requirements for write-in candidates.

Including provisions for write-in candidates in KMC will ensure that write in candidates meet the same standards and requirements as the candidates who filed during the open filing period.

Section 8. Housekeeping amendment.

Section 9. Repeals KMC 6.30.050 Absentee Voting - By Mail and reenacts KMC 6.30.050 Absentee Voting By-Mail or Electronic Transmission. Attachment B shows the repealed section of code with comments on where and how those sections were incorporated into the reenacted code.

This proposed amendment will combine the current KMC 6.30.050 Absentee Voting - By-Mail and KMC 6.30.060 Absentee Voting - By-Electronic Transmission into one section of code.

The overall procedures for managing requests for delivery of absentee voting packages should be consistent regardless of the method in which the voting materials are delivered and the method in which the voter chooses to return the voted materials. The proposed new section of code provides a consistent process for both the by-mail and by-electronic transmission absentee voting as well as providing clear regulations regarding the methods of delivery and return available. The following identifies more substantive changes proposed in the new section of code:

- Paragraph (c). Codifies the current practice, clarifying that if a voter wishes to receive an absentee ballot package permanently, that voter will be required to complete an absentee ballot application on an annual basis.
- Paragraph (d). Established the required form of an absentee ballot application.



- Paragraph (h)(2)(i). Establishes the electronic voted materials may not be returned by email. This is the current practice in place to protect not only the voter's identifiers that are required on the affidavit, but also how the voter voted.

Section 10. Repeals KMC 6.30.060 Absentee Voting - By Electronic Transmission. Attachment C shows the repealed section KMC 6.30.060 with comments on where and how those sections were incorporated into the reenacted KMC 6.30.050 Absentee Voting By-Mail or Electronic Transmission.

Section 11. Establishes a new section of code KMC 6.30.055 Review of Returned Absentee By-Mail or Electronic Transmission Affidavits. This new section will codify the process in which returned absentee by-mail or electronic transmission voted ballots are processed when received and ensures consistency and security, it also incorporates and substantially expands portions of the repealed KMC 6.30.050 & 6.30.060 regarding procedures for an absentee voter to correct incomplete affidavits.

Section 12. Increases the number of canvass board members from five to six. Canvass board members work in teams of two, this process is done to ensure that all voted ballot materials remain in dual custody and accountability reporting is confirmed by the two members who canvassed a specific voting location, no canvass board member may canvass their own work. During canvassing the clerk is frequently requested to provide direction to different canvassing teams, causing interruption to the team in which the clerk is participating in. An additional member will allow the clerk to oversee each team during the canvassing of an election.

Section 13. Amends the date in which the canvass board meets after an election from Tuesday to the seventh day. This amendment does not change the actual number of days after an election that the canvass board meets, it addresses the potential of an election being conducted on a day other than a Tuesday.

Section 14. Changes the number of days in which the clerk has to conduct a recount from two (48-hours) to three days.

Alaska Statutes (AS 15.20.460) and Kenai Peninsula Borough (KPB 4.100.030) provides for the date of the recount to be held within three days. Allowing one additional day before the recount will be held provides consistency in the process with others and allows the clerk additional time to recruit a recount board and make other necessary preparations for a recount.

Attachment A - Council Adopted Retention Policy for Elections
Attachment B - Repealed KMC 6.30.050 Absentee Voting - By Mail
Attachment C - Repealed KMC 6.30.060 Absentee Voting - By Electronic Transmission



CLERK						
RECORD SERIES	SUBJECTS	DESCRIPTION	DATA OWNER	RETENTION	CITATION	COMMENTS/NOTES
CLK1000	Councils, Boards, or Commissions – Appointments to Boards and Commissions	Including, but not limited to: <ul style="list-style-type: none"> • Appointments, and • Resignations 	City Clerk	Act + 6 years	LGM #300.1 2.6	Master list of appointments is kept permanently, see CLK1100
CLK1100	Councils, Boards, or Commissions – Minutes, Ordinances and Resolutions; Master List of Board, Commission, Commission, and Committee Members; Oaths of Office	Including, but not limited to: <ul style="list-style-type: none"> • Minutes, ordinances, and resolutions, • Charter, code supplements, ordinance and resolution indexes, • Master list of names, terms, and dates of service, • Oaths of office, • Proclamations, and • Any other records that constitute official accounts of the proceedings and actions of the body. 	City Clerk	Permanent	LGM #300.1 2.4, 2.5, 2.6 AS 29.20.380	
CLK1200	Councils, Boards, or Commissions – Supporting Documentation	Including, but not limited to: <ul style="list-style-type: none"> • Audio/Visual Recordings, • Correspondence, • Meeting information/packets, and • Public notices. 	City Clerk	C + 10 years	LGM #300.1 2.1.2	C = Until minutes have been approved. *Meeting packets are maintained electronically for the life of the electronic file.
CLK2000	Elections - Permanent	Including, but not limited to: <ul style="list-style-type: none"> • Canvass board reports, • Council certificate of election, • Preclearance records. 	City Clerk	Permanent	KMC 6.05.280 LGM #300.1 8.3, 8.6	
CLK2100	Elections – General	Including, but not limited to: <ul style="list-style-type: none"> • Candidate lists, • Financial Disclosure Statements, • Correspondence, • Election officials' records, • Initiative, referendum, and recall records filed by private citizens or groups requesting governing body action, • Materials for absentee, early, questioned voter, or special needs voting, and, • Posting notices/materials. 	City Clerk	Act + 6 years	AS 15.15.470 AS 29.26 AS 15.25.230 KMC 6.05.280 LGM #300.1 2.3, 8.4, 8.7, 8.11, 8.13	
CLK2200	Elections – Registers & Tally Books	Includes: <ul style="list-style-type: none"> • Precinct, final voting, questioned voter, special needs voting, and absentee voter. • Special needs voting applications 	City Clerk	C + 4 years	KMC 6.05.280	C = Until election is certified Retain longer if election is contested per AS 15.15.470

Attachment A

CLERK

RECORD SERIES	SUBJECTS	DESCRIPTION	DATA OWNER	RETENTION	CITATION	COMMENTS/NOTES
CLK2300	Elections – Declarations of Candidacy/Nomination Petitions	Declarations of Candidacy and Nomination petitions	City Clerk	C + 3 years	KMC 6.05.280 KMC 6.10.040	C = Until term expires
CLK2400	Elections – Recount Petitions & Election Contests	Includes: <ul style="list-style-type: none"> • Candidate requests for recount of individual machine or paper ballot tallies; includes candidates' reason for request • Contested election and runoff data 	City Clerk	C + 1 year	KMC 6.05.280 LGM #300.1 8.5	C = Until election is certified.
CLK2500	Elections – Ballots	Including, but not limited to: <ul style="list-style-type: none"> • Ballot stubs, • Ballot transport envelopes, • Counted questioned, early, and absentee by mail ballots, • Destroyed and unused ballots and • Official election ballots. 	City Clerk	30 days after election is certified	LGM #300.1 8.1	
CLK2600	Elections – Rejected Ballots	Includes ballots rejected for counting by the canvass board.	City Clerk	C + 1 year	KMC 6.05.280	C = Until election is certified.
CLK3000	Annexation/Consolidation	Petition and supporting files	City Clerk	Permanent	LGM #300.1 2.9	5 year retention if fail; permanent if passed
CLK4000	Records Management – Permanent	Adopted retention schedules and destruction documentation	City Clerk	Permanent	LGM #300.1 1.1, 1.16	
CLK4100	Records Management – General	Completed inventories, record storage forms, and training materials	City Clerk	Act + 6 years	LGM #300.1 1.32	
CLK4200	Public Records Requests	Public records request forms and related material produced with response	City Clerk	1 year	LGM #300.1 1.14	
CLK5000	Cemetery/Memorial Park Records	Includes: <ul style="list-style-type: none"> • Diagrams, • Maps and indices of burial plots, • Record of plot sales, and • Burial permits. 	City Clerk	Permanent	LGM #300.1 2.12	
CLK6000	Licenses and Permits - Business License	Including but not limited to: <ul style="list-style-type: none"> • Applications, • Correspondence, • Supporting documentation, • Alcohol Beverage Control Board Applications, and • Marijuana Control Board Applications. 		C + 3 years	LGM #300.1 14.1	C = Until license or permit expires.

Attachment A

The following information is the current section of KMC 6.30.050-Absentee Voting - By Mail which is proposed to be repealed in the attached ordinance. The notes to the right indicate where or how these sections were or were not incorporated into the proposed reenactment of KMC 6.30.050 Absentee Voting By-Mail or Electronic Transmission. (shown in Section 9 of the ordinance)

6.30.050 Absentee voting—By mail.

(a) A qualified voter may apply for an absentee ballot by mail if postmarked not earlier than the first of the year in which the election is to be held nor less than seven (7) days before an election. A voter may request their name be placed on permanent absentee by mail status. The application shall include the address to which the absentee ballot is to be returned, the applicant's full Alaska residence address, a voter identifier such as a voter number, social security number or date of birth, and the applicant's signature.

Commented [SS1]: First sentence is included in as two paragraphs: (a)(1)

Second sentence was substantially modified as paragraph (c). There is no permanent absentee mail status. A voter may request an application be sent each year. The new paragraph reflects the actual practice.

Third sentence was included in paragraphs (d) 1-6.

(b) After receipt of an application for an absentee ballot by mail, the Clerk shall send the absentee ballot and other absentee voting material to the applicant by first class mail. The materials shall be sent as soon as they are ready for distribution. The postage paid return envelope sent with the materials shall be addressed to the Clerk.

Commented [SS2]: This was included and expanded as two paragraphs: (e)(1)

(c) Upon receipt of an absentee ballot by mail, the voter may proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope, and to sign the voter's certificate on the back of the larger envelope in the presence of an official who shall sign as attesting official and shall date their signature. Officials recognized to attest to the veracity of signatures listed in this subsection are: a notary public, a commissioned officer of the armed forces, including the National Guard, State court judge, State court clerk, United States postal official, or other person qualified to administer oaths. If none of the officials listed in this subsection are reasonably accessible, an absentee voter shall have the ballot witnessed by one (1) United States citizen who is eighteen (18) years of age or older. A self-certification of the witness's qualifications may be accepted.

Commented [SS3]: This was included and expanded in paragraphs: (g)(1)(8) and (g)(2)(3)(4)

(d) An absentee ballot must be marked and attested on or before the date of the election. If the voter returns the ballot by mail, they shall use the most expeditious mail service and mail the ballot not later than the day of the election to the Clerk. It must be postmarked on or before midnight of election day and received by the Clerk no later than noon on the seventh day following the election. Ballot envelopes received after that time shall not be opened but shall be marked "invalid," with the date of receipt noted thereon, and shall be preserved with other ballots of the election.

Commented [SS4]: This was included and modified as paragraphs: (h)(1)

(e) The Clerk shall, as soon as practicable, make a reasonable effort to contact each absentee by mail voter, whose absentee ballot would be rejected under KMC [6.40.030](#), explain why the ballot would be rejected, and provide a reasonable opportunity, until 5:00 p.m. on the sixth day after election day, to cure the ballot.

Commented [SS5]: This was moved to another section and modified. The new section is 6.30.055 Review of Returned By-Mail or Electronic Transmission Affidavits.

(f) The Clerk may require a voter casting an absentee ballot by mail to provide proof of identification or other information to aid in the establishment of their identity.

Commented [SS6]: This was included as paragraph (i)

(g) **The Clerk** shall maintain a record of the name of each voter to whom an absentee ballot is sent by mail. The record must list the date on which the ballot is mailed and the date on which the ballot is received by the Clerk and the dates on which the ballot was executed and postmarked.

Commented [SS7]: Included, substantially modified. KMC 6.30.110 requires a log of absentee voters. Instead of repeating the requirements reference to KMC 6.30.110 was included as paragraph (f)

The following information is the current section of KMC 6.30.060 Absentee Voting - By Electronic Transmission which is proposed to be repealed in its entirety. The notes to the right indicate where or how these sections were or were not incorporated into the new proposed reenacted section KMC 6.30.050 Absentee Voting By-Mail or Electronic Transmission. (shown in Section 9 of the ordinance)

6.30.060 Absentee voting—By electronic transmission.

(a) A qualified voter may apply for an absentee ballot to be sent by electronic transmission. Such request must be made not less than the day immediately preceding the election. Absentee ballots will be electronically transmitted to the location designated in the application. If no location is designated, and if the request is received no later than seven (7) days prior to the election, the ballot will be mailed in the manner provided in KMC [6.30.050](#) for absentee ballots by mail. The Clerk will provide reasonable conditions for electronically transmitting absentee ballots.

Commented [SS1]: First and Second sentence were included in paragraphs (a)(2)

Third sentence was omitted. New paragraph (d)(4) is the replacement for it and does not provide for mailing an absentee voting packet if an electronic address was not included.

Fourth sentence was omitted. New paragraph (e)(2) provides direction on how the voting package is sent.

(b) A ballot electronically transmitted shall contain a copy of the ballot to be used at the election in a form suitable for transmission. A photocopy of the computerized ballot card to be used by persons voting in person at the polling place is acceptable.

Commented [SS2]: This was included and substantially expanded as paragraph (e)(2)

(c) An absentee ballot that is completed and returned by the voter by electronic transmission must:

Commented [SS3]: This with the subparagraphs were included as paragraph (h)(2)(iv)

(1) Contain the following statement:

I understand that by using electronic transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent necessary to process my ballot, but expect that my vote will be held as confidential as possible.

followed by the voter's signature and date of signature; and

(2) Be accompanied by a statement executed under oath as to the voter's identity; the statement under oath must be witnessed by one (1) United States citizen who is eighteen (18) years of age or older. A self-certification of the witness's qualifications may be accepted.

Commented [SS4]: This was omitted. The new paragraph that has a similar intent is (g)(2)(3)

(d) The voter shall mark the ballot on or before the date of the election and may use a mail service at least equal to first class and mail the ballot not later than the day of the election to the Clerk. The ballot may not be counted unless it is received by noon on the seventh day after the election.

Commented [SS5]: This was included and modified as paragraph (h)(2)(iii)

(e) A voter who returns the absentee ballot by electronic transmission must comply with the same deadlines as for voting in person on or before the closing of the polls.

Commented [SS6]: This was included and modified as paragraph (h)(2)(ii)

(f) When a completed absentee ballot is received by electronic transmission, the Clerk will note the date of receipt on the absentee ballot application log and, if the ballot is received on election day, the time of receipt. The Clerk will then:

- (1) Remove the ballot portion of the transmission from the portion that identifies the voter;
- (2) Place the ballot portion in a secrecy sleeve;
- (3) Seal the secrecy sleeve in an outer envelope of the type used for absentee ballots returned by mail, and seal that envelope;
- (4) Attach the voter identification portion to the outer envelope; and
- (5) Forward the outer sealed envelope to the Canvassing Board for review.

(g) The Clerk shall, as soon as practicable, make a reasonable effort to contact each absentee by electronic transmission voter, whose absentee ballot would be rejected under KMC [6.40.030](#), explain why the ballot would be rejected, and provide a reasonable opportunity, until 5:00 p.m. on the sixth day after election day, to cure the ballot.

(h) An electronically transmitted ballot shall be counted in the same manner as other absentee ballots, even though this procedure may reveal to one (1) or more election officials the manner in which a particular absentee voter cast his or her ballot. However, it shall be unlawful to display a telefax ballot in a manner revealing the way in which a particular voter cast his or her ballot to any person other than the Clerk, a member of the Clerk's staff, an election official in the course of his or her duties, or an attorney advising the Clerk on legal questions concerning the ballot.

Commented [SS7]: This was relocated and modified to the new section 6.30.055 Review of Returned By-Mail or Electronic Transmission Affidavits, as paragraphs (b)(1)

Commented [SS8]: This was relocated to the new 6.30.055 as modified paragraph (e) to include the subparagraphs.

Commented [SS9]: This was relocated to the new 6.30.055 as paragraph (b)



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3399-2024**

AN ORDINANCE AWARDING A SERVICE CONTRACT FOR AIRPORT SECURITY GUARD SERVICES AT THE KENAI MUNICIPAL AIRPORT AND INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT FUND FOR COSTS IN EXCESS OF BUDGETED AMOUNTS.

WHEREAS, the City contracts for security guard services at the Kenai Municipal Airport; and,

WHEREAS, on December 30, 2023, the City solicited proposals for Airport Security Guard Services for a contract term beginning February 28, 2024; and,

WHEREAS, three responsive proposals were received on February 1, 2024, and evaluated based on responsiveness, experience, capability, references, and price per hour; and,

WHEREAS, the summary of proposal points received from the four evaluators are as follows:

Guardian Security Systems, Inc.	328
Security Services Northwest, Inc.	244
ACE Consulting Company, LLC	258

; and,

WHEREAS, Guardian Security Systems, Inc. is the successful Proposer receiving the highest points overall; and,

WHEREAS, the City Administration has determined that award to Guardian Security Systems is in the best interest of the City; and,

WHEREAS, additional funds in the amount of \$8,000 will be needed to carry through the remainder of the fiscal year; and,

WHEREAS, the need for additional funds stem primarily from an increase in the security contract from \$32.91 per hour to \$46.00 per hour; and,

WHEREAS, the additional funds will allow security services to continue uninterrupted through June 30, 2024.

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

Section 1. That the City Manager is authorized to execute an agreement with Guardian Security Systems, Inc. for Security Guard Services at the Kenai Municipal Airport in the amount of \$84,200 for the period of February 29, 2024 and ending February 28, 2025.

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

Airport Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance

\$8,000

Increase Appropriations –
Airport Terminal
Repair and Maintenance Services \$8,000

Section 3. That the City Manager is authorized to execute a change order and increase purchase order #126942 to Guardian Security Systems Inc. by \$8,000 for a revised total purchase order of \$69,000.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: February 21, 2024
Enacted: February 21, 2024
Effective: February 21, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: February 9, 2024

SUBJECT: **Ordinance 3399-2024 - Increasing Estimated Revenues and Appropriations in the Airport Fund and Awarding a Service Contract for Security Guard Services at the Kenai Municipal Airport.**

This memo requests Council's approval to award a contract for security guard services to Guardian Security Systems Inc. for \$84,200, at the Kenai Municipal Airport. The City also has a current contract with Guardian Security Systems Inc. currently that expires on February 28, 2024.

After a new solicitation Guardian Security Systems, Inc. emerged as the successful proposer, receiving the highest overall points for the Airport Security Guard Services Contract. Evaluation criteria encompassed responsiveness, experience, capability, references, and pricing per hour. Guardian Security Systems, Inc. scored 328 points, followed by ACE Consulting Company, LLC at 258, and Security Services Northwest, Inc. at 244 points.

The Airport Administration conducted a thorough assessment and determined that awarding the contract to Guardian Security Systems, Inc. is in the best interest of the City. This contract will create an increase in expenses. The rate per hour will increase from \$32.91 per hour to \$46.00 per hour.

The Department is also requesting an additional \$8,000 through this ordinance to allow security services to continue uninterrupted through June 30th, 2024 due to the increase in costs.

Awarding the contract and providing the requested funds now is in the best interest of the City. Council's approval is respectfully requested.

Attachments- Agreement, Exhibit A

AGREEMENT FOR AIRPORT SECURITY GUARD SERVICES

THIS AGREEMENT is made this ___ day of _____ 2024, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and Guardian Security Systems, Inc. (Contractor), ADDRESS 2600 Seward highway, Anchorage, Alaska, 99503.

WHEREAS, Owner desires to contract for security guard services for the Kenai Municipal Airport (Facilities); and,

WHEREAS, Owner and Contractor agree to the terms and conditions under which Contractor shall provide such services and both Owner and Contractor desire to contract for the provision of such services by Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on February 29, 2024, and end on February 28, 2025.
2. **Extension.** This Agreement may be extended for four successive one-year terms by mutual written consent of Owner and Contractor.
3. **Facility and Services.**
 - A. Contractor shall provide the services described in Sections 2 and 3 included in the Instruction to Proposers attached hereto as Exhibit A and incorporated herein by reference. Contractor shall provide and perform for Owner the services described in this Agreement seven days per week.

4. **Payment.** In exchange for performance of security guard services provided hereunder, Owner shall pay Contractor for services rendered at the rate of **\$46.00** per hour. Owner guarantees a minimum payment of that rate for 35 hours per week, provided Contractor actually provides those services. Contractor is expected to perform all security services as set forth above in those 35 hours per week. If Owner adds patrolled service areas, Owner shall authorize an adjustment in the number of hours in writing, subject to the minimum guarantee.

Invoices for services performed by Contractor must be received by Owner no later than five working days following the end of the month during which Contractor performed the services. Invoices must be sent to: Airport Administrative Office, 305 N. Willow St. Ste. 200, Kenai, AK 99611. Payment will be due from Owner to Contractor within thirty days after Contractor has submitted Contractor's invoice for services to Owner.

5. **Administrator; Designated Representative.** The Airport Manager will act as Contract Administrator (Administrator) to act on the City's behalf. Contractor is responsible for prompt attention to any defective work pointed out by the Administrator. At the request of the Administrator, Contractor shall meet with the Administrator at least twice each calendar month to conduct an inspection of the Facility and to discuss performance.

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before February 29, 2024. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such representative shall, in turn, be available at all reasonable times to report and confer with the

Owner with respect to the services. Contractor must provide Owner with a telephone and/or an answering service number through which Owner can contact the designated representative 24 hours per day. Should the designated representative be away from the City of Kenai or be otherwise unable to respond to Owner, Contractor shall designate a new or temporary representative who shall be empowered to act for Contractor and provide Owner with this contact information.

6. Independent Contractor; No Agency. Contractor's relationship with Owner is that of an independent contractor with the authority to control and direct the performance of details of the services that are the subject of this Agreement. Nothing contained in this Agreement may 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.

7. Contractor's Personnel Payment and Supervision.

A. All personnel furnished by Contractor must be employees of Contractor. Contractor must pay all taxes, salaries, and expenses of each employee, including but not limited to payment of all federal social security taxes, federal and state unemployment taxes, and any payroll taxes relating to such employees.

B. The manner in which the services contracted for hereunder are to be performed are determined by the Contractor. Contractor agrees that the services provided under this Agreement must only be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards.

C. It is the Contractor's duty to train its employees in order to provide the services required. Contractor will furnish the Administrator a list of the names, addresses and telephone numbers of Contractor's employees working under this Agreement and shall provide Owner with updates of this list as information changes.

D. Owner may require removal from the Facility those employees of Contractor whose presence is deemed incompetent, insubordinate or otherwise objectionable, or whose continued employment and presence at the Facility is contrary to the public interest or inconsistent with the best interest of Owner.

8. Insurance.

A. Throughout the term of this Agreement Contractor shall, at its own expense, secure and keep in force insurance as stated below.

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 ONE MILLION DOLLARS (\$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.

iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 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 paragraph 8 shall meet the following requirements:

i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,

- ii. for worker's compensation insurance, general liability and automobile liability insurance 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; and,
- iii. provide Owner with at least 30 days' 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 must 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 effective date of this Agreement.

D. The indemnification and insurance coverage requirements stated in this paragraph 8 and in paragraph 9, 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 on written demand without requiring amendments to this Agreement. Owner will base any increase or revision on 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.

9. Indemnification. The contractor shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this agreement. The contractor is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the

independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the contractor and the contracting agency, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. In this provision, “consultant” and “contracting agency” include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, “independent negligent acts, errors, and omissions” means negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor, or in approving or accepting the contractor’s work.

Following are definitions for terms in the above clause:

- (1) “contractor” means a person who contracts with a public agency to provide professional services;
- (2) “professional services” means professional, technical, or consultant’s services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation;
- (3) “public agency” means a department, institution, board, commission, division, authority, public corporation, committee, school district, political subdivision, or other administrative unit of a municipality, of a political subdivision, or of the executive or legislative branch of state government, including the University of Alaska, the Alaska Aerospace Development Corporation, the Alaska Housing Finance Corporation, the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, the Alaska Railroad Corporation, and a regional educational attendance area.

10. Complaints; Charges. If the Administrator provides complaints regarding security guard services to Contractor's designated representative, Contractor shall act on the complaint within twenty-four hours, or if urgent, on the same day the complaint is delivered to Contractor. If the deficiencies are not corrected in the Agreement for Services allotted time, Owner will arrange to have the work done and all charges will be deducted from Contractor's monthly payment.

11. Termination.

A. Termination for Cause. The obligation to provide further services under this Agreement may be terminated for cause by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the term thereof through no fault of the terminating party. The nonperforming party shall be given a fifteen calendar day cure period to show progress (satisfactory to the terminating party) after the written notice of intent to terminate.

In the event of any termination, Contractor will be paid for all services properly rendered up to the date of termination. Upon any termination, Contractor must promptly discontinue all services affected (unless a termination notice from Owner directs otherwise). In the event of termination for cause by Owner, Owner has the right of set-off from any payment due Contractor, of all expenses, costs, and damages, including professional and legal expenses necessary to provide the services.

B. Termination Without Cause. Owner retains the exclusive right to cancel, stop, or re-schedule any or all services associated with this Agreement upon thirty (30) days' written notice to Contractor. Owner reserves the right to terminate this Agreement for

reasons of convenience or if the services are no longer needed with the same termination conditions stated in subsection (A) immediately above except the fifteen (15) day cure period stated above.

Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to Owner. Termination of this Agreement by Contractor without cause shall cause Contractor to be liable to Owner for any increased costs of procuring replacement services as well as for any other damages provided by law.

12. Costs on Default. In the event that either party defaults in the performance of any of its obligations under this Agreement and an action is brought for the enforcement thereof, the defaulting party must pay the other all the costs and expenses incurred therefore, including actual, reasonable attorney's fees. No right or remedy herein conferred upon or reserved to Owner 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 hereunder, or now or hereafter existing at law or in equity or by statute.

13. Licensing. Contractor must obtain and maintain all necessary licenses and permits, pay all taxes lawfully imposed on its 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.

14. Visitors. Contractor may not permit there to be children, friends, or other

unauthorized persons at the Facility while the services are being performed by Contractor.

15. Assignment and Subcontract. Contractor may not assign or transfer this Agreement without the prior written approval of the Owner. Further, Contractor may not subcontract and/or transfer any part of the services or work to be performed without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner constitutes default on the part of Contractor.

16. No Discrimination. The Contractor will undertake a nondiscrimination program required by 14 CFR, Part 152, Subpart E, to insure that no person will be excluded from participating in any employment activity covered by 14 CFR, Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex. The Contractor may not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Contractor further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake nondiscrimination programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein Incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national

origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Kenai Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will there upon revert to and vest in and become the absolute property of Kenai Municipal Airport and its assigns.
*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat.252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP

persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

A. Affirmative Action: The Contractor will undertake any affirmative action program required by 14 CFR, Part 152 (Airport Aid Program), subpart E (Nondiscrimination in Airport Aid Program), and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990. Contractor assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Contractor assures that I will require its covered organizations provide assurances to state that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Contract shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, consent decree, court order, or similar mechanism. Contractor shall use state or local affirmative actions plans in lieu of any affirmative action plan or steps required by 14 CFR 152.409. Contractor shall obtain a

similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from the City.

17. Assumption of Risk. Contractor must provide all proper safeguards and assume all risks incurred in performing its services hereunder.

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

19. 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 hereto, are merged and integrated into the terms of this Agreement. This Agreement may not be modified or amended except by a writing signed by both parties hereto.

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

21. Rules of Interpretation. Headings of paragraphs herein 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.

22. Notices. Any and all notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and hand-delivered or mailed by certified mail, return receipt requested, to the following addresses:

Owner: Kenai Municipal Airport
305 N. Willow St. Ste. 200
Kenai, AK 99611

Contractor: Guardian Security Systems, Inc.
2600 Seward Highway
Anchorage, AK 99503

Either party may change its address for notice by giving notice as provided herein to the other party. Notice is effective upon hand delivery or deposit, postage prepaid, in the United States mail.

23. Authority. By signing this Agreement Contractor represents that it has read this Agreement and it agrees to be bound by the terms and conditions herein and that the person signing this Agreement is duly authorized by the organization to bind the organization hereunder.

24. Effective Date. This Agreement is not effective until signed by the City Manager of City of Kenai and the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for Services the day and year set forth below.

CITY OF KENAI

By: _____
Terry Eubank
City Manager

GUARDIAN SECURITY SYSTEMS, INC.

By: _____
Michael Heath
Vice President

DRAFT

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Terry Eubank, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

CORPORATION CONTRACTOR NOTARY:

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Michael Heath, Vice President of Guardian Security Systems, Inc., an Alaskan Corporation, on behalf of the corporation.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

SECURITY GUARD SERVICES INSTRUCTION TO PROPOSERS

1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable proposal. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Airport Administration by phone (907) 283-8281 or by email at sconley@kenai.city.

Contract Name: Kenai Municipal Airport Security Guard Services

Non-mandatory Pre-Proposal Meeting Date: January 12, 2024 at 2:00pm

Last Day for Questions: January 22, 2024 by 5:00pm

Proposal Due Date and Time: February 1, 2024 before 10:00am

2. OBJECTIVE

The City is seeking proposals from qualified entities to provide professional unarmed security guard services at the Airport. The City's objective is to ensure the highest quality of Security Guard and Security Supervisor personnel at the Airport in order to maintain a high standard of security services at the Airport. The Contractor shall:

- A. Provide Security Guard and Security Supervisors to control the ingress and egress of persons and vehicles through various permanent and temporary gates at the Kenai Airport; and
- B. Provide an acceptable level of Airport security guard services under a schedule set forth by the Airport Manager or designated representative.

3. SCOPE OF WORK

Subject to the terms and conditions of the Agreement, the Contractor shall provide a **minimum of 35 hours per week**.

- A. The Security Supervisor shall provide a minimum of five (5) hours of security guard service per day, seven (7) days a week, including holidays. The security services currently required are as follows:
 - i. Provide one (1) patrol service of airport property between the hours of 8pm & 12 midnight to include a walk-through of the terminal for visibility and to insure the patrol time on-site is a minimum of 30 minutes (vary the time of this patrol)
 - ii. Return to terminal after the last flight of the day to ensure all passengers are accommodated/assisted with their transportation needs. When all passengers, air carrier, rental car personnel, and bar patrons have departed, lock and secure the terminal.

- iii. Check short-term parking lot – take an inventory of vehicles and note license plate number, make and model of vehicle on guard log.
- iv. Patrol airport perimeter, closing and/or reporting any open gates on the guard log.
- v. Return to terminal and inventory short-term parking lot on guard log. Place payment reminders for vehicles in 2 hr. parking and document vehicle color/ make/ model/ license plate in guard log to be turned Airport Manager’s office. If the parking lot is empty, note that on guard log.
- vi. Monday through Friday, at 3:30 am., sweep terminal for unauthorized activity or personnel, unlock terminal and provide security for arriving employees and passengers. Time is subject to change on weekends based on flight operations.
- vii. Provide information and assistance to employees and traveling public as appropriate.

The Airport Manager may adjust the time schedule of security or require additional security guard service. The Contractor should expect some variance in patrol requirements due to seasonal variations of air carrier schedules and holidays.

- B. The Contractor shall identify a single point of contact and an alternate point of contact through which all information concerning security service is channeled to and communicated to the Airport Manager.
- C. Provide a 24-hour contact phone number and an email address.
- D. The Contractor shall ensure that all Security Guards and/or Security Supervisors are familiar with Kenai Municipal Code (KMC) Airport Regulations and Airport rules and procedures before they are allowed to staff a shift at the Airport. If the City, Airport Manager or FAA mandates any significant changes in rules, regulations and procedures, the Airport will provide the Contractor and its’ employees with educational updates.
- E. The Contractor shall ensure that Security Guards and/or Security Supervisors submit a written shift report in a form acceptable to the Airport Manager for every shift worked at the end of each shift to the Airport Manager’s office. The written report should be left at the Administrative Office each day at shift’s end.
- F. The Contractor agrees to be readily available to address complaints about Contractor’s personnel or concerns of the Airport Manager regarding the services provided in the Agreement in an appropriate and expedient manner. Security Guards and Supervisors working at the airport will be required to deal with tenants and the traveling public in a professional and courteous manner.
- G. The Contractor’s vehicles shall be marked with the Contractor’s name on both sides of the vehicles.

- H. The Contractor shall provide complete uniforms that its employees must wear while providing services under the Agreement.
- I. The Airport Manager retains the right to conduct periodic testing or observation of personnel to ensure conduct is professional and training requirements are met.
- J. All Airport assigned Security Guards and/or Security Supervisors must meet or satisfy the following minimum requirements:
 1. Be properly licensed under guidelines set forth by the State of Alaska and carry such license at all times while providing service under the Agreement;
 2. Possess good communication skills, in English, both written and oral;
 3. Possess a high school diploma or equivalent;
 4. Be 18 years of age or older;
 5. Be a United States citizen;
 6. Pass an NCIC FBI background check.
 7. Be properly uniformed, badged, and equipped while providing services; and
 8. Pass an initial chemical test and analysis for the illegal use or abuse of drugs, alcohol, contraband substances and marijuana.

Documentation of compliance with the above minimum requirements for each Airport assigned Security Guard and Security Supervisor must be included in the personnel records of each employee and are to be kept and maintained on file at the Contractor's office.

4. PROPOSER QUALIFICATIONS

All Proposers must prepare a Statement of Qualifications that describes, in detail, the organization of the Proposer's firm or business and pertinent security guard services experience (see Section 3, entitled "Scope of Work"). Each Proposer shall submit a listing of clients for which the Proposer provides comparable services. The listing shall provide names, contact people, addresses, and telephone numbers of those clients. Proposers must also address the following in its Statement of Qualifications:

1. Documentation of knowledge and capabilities in regard to Airport security guard services.
2. Resumes of key personnel and relevant experience.
3. Knowledge of airport security practices and regulations, including experience working on an airport.
4. Any additional information the Proposer believes is relevant in assessing the qualifications, experience, and ability of the Proposer.

A Proposer's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Proposer has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then

pursue such remedies as provided in the Agreement documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Proposer is non-responsible will be made by the City Manager. Such determination will be made in writing to the Proposer setting forth the reasons for such determination.

5. CONDITIONS AFFECTING THE WORK

The Proposer shall examine carefully the site(s) of the proposed work and the proposal documents before submitting a proposal. The submission of a proposal shall be an admission that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the proposal documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the proposal documents or Addenda.

The Proposer shall include in their proposal, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete proposal is absent from these documents, the Proposer is required to notify Airport Administration by facsimile (907) 283-3737, or by e-mail to sconley@kenai.city.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Proposers are required to furnish with their proposal, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the proposal may result in rejection of the Contractor's proposal.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Proposer only and submitted with the proposal. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful proposer. Proposals submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF PROPOSAL DOCUMENTS

Proposers shall notify the Airport Administration promptly of any error, omission, or inconsistency that may be discovered during examination of the proposal documents and the proposed work site(s). Requests from Proposers for interpretation or clarification of the proposal documents shall be made in writing to Airport Administration and shall arrive no later than the time and date specified in Section 1 of these Instructions to Proposers. Questions may be faxed to (907) 283-3737 or emailed to sconley@kenai.city. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-proposal meeting if one is provided for in Section 1 of these Instructions to Proposers. Interpretations, corrections, or changes, if any, to the proposal documents shall be made by Addendum. Proposers shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-proposal meeting. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of proposal shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to Airport Administration. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Proposer's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Proposal Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Proposal Form in the space provided.

9. PREPARATION AND SUBMISSION OF PROPOSALS

- Proposals must be received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Proposers.
- Proposals must be submitted on the Proposal Form furnished and should be sealed in a separate envelope clearly marked with the proposer's and RFP name. Proposals must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the proposal must initial each erasure or change in ink.
- Proposals shall specify a unit or lump sum price, typed or written in ink in figures. In case of error in the extension of prices, the unit price will govern. Proposals may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate proposals not called for, qualified proposal, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Proposal Form, whether for a "Unit Price Proposal" or in connection with a "Lump Sum Proposal" on the Proposal Form are approximate only for use as a basis for comparison of proposals and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Proposal Form invites proposals on definite plans and specifications. Only the amounts and information asked for on the Proposal Form will be considered as the

proposal. Each Proposer shall propose upon the work exactly as specified and as requested on the Proposal Form, and Proposers shall propose upon all alternates as indicated.

- One (1) complete proposal package shall be completely sealed in an envelope clearly marked with the Proposer’s company name, and the “Project Name” and “Proposal Due Date” specified in Section 1 of these Instructions to Proposers. A complete proposal package shall include the following documents:
 - Statement of Qualification
 - Proposal Form (sealed in separate envelope)
 - Tax Compliance Certificate
 - Applicable Licenses
 - Non-Collusion Affidavit
- Proposals received without all the required documents may be considered non-responsive.
- Proposals received after the proposal due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a proposal not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Proposers should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF PROPOSALS

Proposal modifications will be accepted by the City at sconley@kenai.city and binding upon the Proposer where the modification:

- is received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Proposers.
- is signed by the same individual who signed the original proposal.

Should there be more than one proposal modification from a Proposer, only the last modification received prior to the deadline shall be applied to the proposal. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the proposal shall be considered as if no modification had been attempted.

It is the Proposer’s responsibility to confirm the City’s receipt of any proposal modification.

11. WITHDRAWAL OF PROPOSAL

At any time prior to scheduled closing time for receipt of proposals, any Proposer may withdraw their proposal, either personally or by written request.

After the scheduled closing time for receipt of proposals, no Proposer will be permitted to withdraw their proposal unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A proposal may not be withdrawn after opening without the written consent of the City.

12. ACCEPTANCE – REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals, to waive minor irregularities in any proposal or in the proposing procedure, and to accept any proposal presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest proposal and is not responsible for proposal preparation costs.

13. EXECUTION OF AGREEMENTS

The successful Proposer shall be required to execute an Agreement for the work within (7) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the proposal may be rejected.

14. AWARD OF AGREEMENT

It is the intent of the City to award the proposal to the lowest, qualified, responsive and responsible Proposer. Unless otherwise stated in the proposal documents, the Agreement, if awarded, shall be awarded to the responsible Proposer who submits the lowest responsive proposal. When proposal documents contain a base proposal and alternates, only the total of the base proposal and the alternates to be awarded shall be used to determine the low Proposer.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all proposals, Notice of Award or rejection will be given within forty-five (45) days of proposal opening. The notice will be in writing and signed by the Airport Manager. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a proposal. The acceptance of a proposal shall bind the successful Proposer to execute the Agreement.

15. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeal. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager

determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a proposal protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

16. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Proposer hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Proposals. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

17. AWARD PROCEDURES

The award of this contract will be based on certain objective and subjective considerations listed below:

- 1. Responsiveness to Request for Proposal – Adequacy, completeness, and quality of response to the RFP.

Maximum points available are **33**

- 2. Proposer’s experience & capability - As outlined in the Statement of Qualifications.

Maximum points available are **33**

- 3. Contract Cost – Standard Guard price per hour

$$\frac{\text{Lowest Price}}{\text{Proposal Price}} \times 34 =$$

Maximum points available are **34**

Total points available are **100**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals submitted. The committee will score and rank all responsive proposals.

SECURITY SERVICES RFP EVALUATION FORM

Proposer _____

Criteria	Score	Justification
<p>Responsiveness to Request for Proposal – Understanding the scope of services to be provided, completeness and compliance with all other requirements including instructions, provisions, terms and conditions of this solicitation. Possible 33 Points</p>		
<p>Proposer’s experience, capability & references – Experience, qualifications, and past performance of the proposer including their ability to meet requirements of the RFP which includes previous/current contracts of similar size, duties, and scope, background in airport security; Stability of Proposer to include local/national, length of time in security business; Abilities, qualifications and experience of persons assigned to the performance of the contract; Methods of training, employment screening, and security guard qualification requirements Possible 33 Points</p>		
<p>Standard Guard Price Per Hour - The lowest offered price per hour will receive 34 points.</p>		
Total Score	_____	

Selection Committee Member: _____

Date: _____

**KENAI CITY COUNCIL – REGULAR MEETING
February 7, 2024 – 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 February 7, 2024, 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
Deborah Sounart
Alex Douthit

Henry Knackstedt, Vice Mayor
James Baisden
Victoria Askin

A quorum was present.

Absent:

Phil Daniel

Also in attendance were:

**Xinlan Tanner, Student Representative
Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Tyler Best, Parks and Recreation Director
Scott Curtin, Public Works Director
Kathy Romain, Senior Services Director
Derek Ables, Airport Manager
Shellie Saner, City Clerk

3. Agenda Approval

Mayor Gabriel noted the following additions to the Packet:

- Add to item E.3. **Public Hearing – Ordinance No. 3390-2024**
- Public Amendment Memo

MOTION:

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

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

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

UNANIMOUS CONSENT was requested.

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

1. Kenai Permanent Fund Annual Review, 2023 Financial Performance, Financial Projections and Recommended 2024 Asset Allocations for the City's Permanent Fund, Brandy Niclai and Bill Lierman, from Alaska Permanent Capital Management.

Alaska Permanent Capital Management, Chief Investment Officer's Brandy Niclai and Bill Lierman provided an annual review of the City's Permanent Funds; account summaries; historical market values; and strategic asset allocations.

C. SCHEDULED PUBLIC COMMENTS

1. Project Homeless Connect 2024, Jodi Stuart, Project Homeless Connect Publicity Chair.

Project Homeless Connect Publicity Chair, Jodi Stuart presented an overview of the 2024 Project Homeless Connect event; provided statistical information from the data collected; highlighted the success of the event and its positive impact on the participants; and noted the need in our community for low income housing.

2. Kenai Chamber of Commerce and Visitor Center Annual Report, Samantha Springer, Executive Director.

Samantha Springer, Executive Director of the Kenai Chamber of Commerce & Visitor Center summarized the 2023 Year in Review; annual events that are held; new events that have been or will be added; and the need for additional staffing.

D. UNSCHEDULED PUBLIC COMMENTS

E. PUBLIC HEARINGS

1. **Ordinance No. 3388-2024** - Increasing Estimated Revenues and Appropriations in the General Fund for the City's Joint Participation in the Kenai Peninsula Borough's Safe Streets and Roads for All Action Plan Grant Through the United States Department of Transportation. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3388-2024. Council Member Sounart **SECONDED** the motion.

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

It was reported the City was a joint participant in the application; the program requires an 80/20 cost share; the appropriation would cover a portion of the City's cost with the other portion being covered by in-kind staffing services.

VOTE:

YEA: Knackstedt, Douthit, Baisden, Askin, Gabriel, Sounart

NAY: None

ABSENT: Daniel

**Student Representative Tanner: Yea

MOTION PASSED.

2. Ordinance No. 3389-2024 - Accepting and Appropriating Donations from Kenai Senior Connection, Inc., to the Kenai Senior Center. (Administration)

Appreciation was stated for Kenai Senior Connections, Inc.

MOTION:

Council Member Sounart **MOVED** to enact Ordinance No. 3389-2024. Council Member Askin **SECONDED** the motion.

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

VOTE:

YEA: Douthit, Baisden, Askin, Gabriel, Sounart, Knackstedt

NAY: None

ABSENT: Daniel

**Student Representative Tanner: Yea

MOTION PASSED.

3. Ordinance No. 3390-2024 - Increasing Estimated Revenues and Appropriations in the Airport Fund to Purchase Air Service Development Professional Services at the Kenai Municipal Airport for Costs in Excess of Budgeted Amounts. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3390-2024. Council Member Askin **SECONDED** the motion.

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

VOTE:

YEA: Baisden, Askin, Gabriel, Sounart, Knackstedt, Douthit

NAY: None

ABSENT: Daniel

**Student Representative Tanner: Yea

MOTION PASSED.

4. Resolution No. 2024-05 - Amending the Employee Classification Plan by Reclassifying the Public Works Building Official/Manager to a Building Official and Adjusting the Range for this Class. (Administration)

MOTION:

Council Member Douthit **MOVED** to adopt Resolution No. 2024-05. Council Member Askin **SECONDED** the motion.

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

There was discussion regarding the difficulty in filling the position last time it was vacant and concerns stated that it may be more difficult to fill if the range was lowered; the change in the hiring market since the last time the position was vacant; the certification requirements for the position and how they aligned with state statute; and ensuring that the candidates met the certification requirements.

It was clarified that the ongoing salary study supported lowering the range for the position; the managerial duties that were being removed from the position were previously with the Public Works Director position and were transferring back to that position; the potential of a broader range of applicants considering the

relocation assistance the City now offered; and there were currently nine applicants for this vacancy at the lower range.

MOTION:

Vice Mayor Knackstedt **MOVED** to postpone Resolution 2024-05 to the February 21, 2024 Council meeting. Council Member Douthit **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to postpone.

VOTE ON MOTION TO POSTPONE: Motion **APPROVED**; without objection.

5. **Resolution No. 2024-06** - Designating the Investment and Allocation Plan for the City's Permanent Funds and Establishing Appropriate Benchmarks to Measure Performance for Calendar Year 2024. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to adopt Resolution No. 2024-06. Council Member Askin **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested.

VOTE: Motion **APPROVED**; without objection.

6. **Resolution No. 2024-07** - Adopting the City's Capital Improvement Plan for Fiscal Years 2025-2029. (Administration)

MOTION:

Council Member Askin **MOVED** to adopt Resolution No. 2024-07. Council Member Douthit **SECONDED** the motion.

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

There was discussion regarding FY2025 project five, Emergency Service Facility Improvements 35% Design; concerns were stated regarding spending funds on the project design prior to taking a bond question to the voters; completion of design prior to taking a bond question to the voters would allow that the bond question to identify the complete project with an accurate bonding amount; and the need for additional conversations and work sessions prior to funding the design.

Concerns were stated regarding the amount of FY2025 project six, Old Town Park Reconstruction; the possibility of reducing the City funding portion and increasing the grant funding portion; the project being dependent on grant funding and was not time sensitive; and relocating the project to FY2026.

MOTION:

Council Member Douthit **MOVED** to amend the Fiscal Year 2025 - 2029 Capital Improvement Plan as attached to Resolution 2024-07 follows:

Relocate FY2025 Project No. 6, Old Town Parks Reconstruction from FY2025 projects to FY2026 projects as Project No. 15, and to renumber projects accordingly.

Council Member Baisden **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to amend.

VOTE: Motion to amend **APPROVED**; without objection.

UNANIMOUS CONSENT was requested on the main motion as amended.

VOTE: Main motion as amended **APPROVED**; without objection.

F. MINUTES

1. *Regular Meeting of January 17, 2024. (City Clerk)

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS

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

Approved by the consent agenda.

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

Approved by the consent agenda.

3. ***Action/Approval** - Confirmation of Mayoral Nomination for Appointment to the Council on Aging. (Gabriel). (Administration)

Approved by the consent agenda.

4. ***Ordinance No. 3393-2024** - Accepting and Appropriating Donations to the Kenai Animal Shelter for the Care of Animals. (Administration)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

5. ***Ordinance No. 3394-2024** - Increasing Estimated Revenues and Appropriations in the General Fund to Provide Supplemental Funding to the Street Lights Repair and Maintenance Operational Budget. (Administration)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

6. ***Ordinance No. 3395-2024** - Increasing Estimated Revenues and Appropriations in the General Fund for Radio Advertising and Approving Council Policy 20.030-Radio Advertising for Public Meetings and Elections. (Douthit)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

7. ***Ordinance No. 3396-2024** - Amending Kenai Municipal Code 4.31.015 - Local Amendments to the 2009 International Fuel Gas Code for Housekeeping Purposes. (Administration)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

8. ***Ordinance No. 3397-2024** - Increasing Estimated Revenues and Appropriations in the Water Sewer Capital Project Fund for the Cemetery Creek Culvert Replacement Project and Accepting a Donation from the Kenai Foundation in Support of the Project. (Administration)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

9. ***Ordinance No. 3398-2024** - Amending Kenai Municipal Code Title 6 - Elections, to Enhance Consistency, Promote Efficiencies and Make Housekeeping Changes. (City Clerk)

Introduced by the consent agenda and Public Hearing set for February 21, 2024.

10. **Action/Approval** - Authorizing the City Manager Enter into an Agreement with Nutrien US, LLC. for the Purpose of Loaning the Steelhead Drilling Platform Model for Display at the Nutrien's Local Facility. (Administration)

MOTION:

Council Member Douthit **MOVED** to authorize the City Manager to enter into the agreement. Vice Mayor Knackstedt **SECONDED** the motion.

It was reported that Kenai Chamber of Commerce was working on updating exhibits; the Cultural Center's Cultural Exhibition Area houses the City's permanent collection of natural history objects; and with approval this would relocate the model to the Nutrien Facility.

UNANIMOUS CONSENT was requested on the motion.

VOTE: Motion **APPROVED**; without objection.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging

No report, next meeting February 8, 2024

2. Airport Commission

No report, next meeting February 8, 2024

3. Harbor Commission

No report, next meeting February 12, 2024

4. Parks and Recreation Commission

Council Member Sounart reported on the February 1, 2024 meeting and work session, next meeting March 7, 2024

5. Planning and Zoning Commission

Council Member Douthit reported on the February 24, 2024 meeting, next meeting February 14, 2024.

6. Beautification Committee

No report, next Special Meeting February 13, 2024.

J. REPORT OF THE MAYOR

Mayor Gabriel reported on the following:

- Stated his appreciation for the Kenaitze Indian Tribe hosting the Joint Work Session and noted the value of being able to hear about items of importance to the Tribe and discuss areas where we can collaborate.
- Attending the Volunteer Appreciation Dinner held at the Senior Center noting the Senior Center had roughly 100 volunteers; and number of volunteer's and hours donated at the Senior Center had an value of roughly \$220,000 annually.
- Congratulated Kenai Central High School, Hockey Team for doing so well in the State Tournament.

K. ADMINISTRATION REPORTS

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

- A volunteer group formed to seek funding opportunities for the Airport Bronze Bear project.
- The classification and compensation study was wrapping up with the report due at the end of the month, with presentation to Council in March.
- Requests for Proposals were open for the Kenai Visitor and Cultural Center Facility Management Services and the Kenai Tourism and Marketing Services.
- Received interest from a Gravel Pit operator located on Beaver Loop to purchase City property.

- Budget Goals were issued to departments.
 - Attended the Kenai Peninsula Fish Habitat partnership meeting in Homer, the City is currently working with many in attendance on the Cemetery Creek project.
 - Recruiting for a Building Official, Fire Fighter, Police Officer, Planning Technician and a Public Safety Dispatcher.
 - Today the US Army Corps of Engineers released the news that Western Marine Construction, Inc. was awarded the contract for the Bluff Stabilization project. The City would issue a press release tomorrow.
2. City Attorney - No report.
 3. City Clerk – City Clerk Saner reported on the following:
 - KPB Voter Turnout Work Group would be meeting two more times in February and would issue final recommendations in March.

L. ADDITIONAL PUBLIC COMMENTS

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

Council Member Douthit noted his appreciation for the end of the cold snap and the Volunteer Appreciation Event at the Senior Center.

Student Representative Tanner provided a report on the upcoming Connection Home School events, the Kenai Alternative High School Events and Kenai Central High School events.

Council Member Sounart noted her appreciation for the Joint Work Session with the Kenaitze Indian Tribe and wished everyone a safe winter.

Council Member Askin stated the Volunteer Appreciation Dinner was a great event and reported receiving a call from a constituent thanking the City for keeping the roads plowed.

Council Member Baisden thanked the Animal Control staff for their recent help with a stray dog in his neighborhood.

Vice Mayor Knackstedt reported that he was part of the Bronze Bear statue volunteer group; noted his appreciation for the Joint Work Session with the Kenaitze Indian Tribe and the Volunteer Appreciation Dinner.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS

1. **Ordinance No. 3391-2024** - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use. (Knackstedt) [*Referred to the Harbor Commission and Planning & Zoning Commission; City Council Public Hearing Scheduled for February 21, 2024.*]
2. **Ordinance No. 3392-2024** - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District. (Knackstedt) [*Referred to the Harbor Commission and Planning & Zoning Commission; City Council Public Hearing Scheduled for February 21, 2024.*]

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 8:28 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of February 7, 2024.

Michelle M. Saner, MMC
City Clerk

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

DRAFT



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-05**

A RESOLUTION AMENDING THE EMPLOYEE CLASSIFICATION PLAN BY RECLASSIFYING THE PUBLIC WORKS BUILDING OFFICIAL/MANAGER TO A BUILDING OFFICIAL AND ADJUSTING THE RANGE FOR THIS CLASS.

WHEREAS, Ordinance 3353-2023 adopted the FY2024 annual budget, salary schedule, employee classification plan and authorized staffing table for the fiscal year commencing July 1, 2023 and ending June 30, 2024; and,

WHEREAS, the annual budget includes current authorized staffing for a full-time Building Official/Manager in the Public Works Department; and,

WHEREAS, the Building Official/Manager position will be vacant on February 17, 2024; and,

WHEREAS, the role of the Building Official within the Public Works Department involves critical responsibilities related to the inspection and compliance of various buildings with applicable codes and regulations; and,

WHEREAS, a significant increase in building permits from 2022 and 2023 emphasizes the importance of focusing on the core job duties and responsibilities of the Building Official to enhance efficiency and effectiveness in building compliance and administrative functions; and,

WHEREAS, the Public Works Director worked with Human Resources to amend the position description to remove the manager responsibilities to ensure a concentrated focus on key tasks related to building inspection and compliance; and,

WHEREAS, these proposed changes would not result in an increase to the FY2024 budget and would result in a potential decrease beginning in FY2025; and,

WHEREAS, the duties and responsibilities of the Building Official were compared to other positions in the City within the City’s Classification Plan to ensure an amendment to the range of the Building Official from a 22 to a 21 fairly reflects the compensation within the City’s classification plan and is competitive with compensation for comparable positions in other places of public employment; and,

WHEREAS, this amendment ensures that the title and range for the Building Official accurately reflects the duties and responsibilities of the position comparable to other positions within the City, is adequate to recruit and retain qualified candidates for the position, and is in the best interests of the City.

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

Section 1. The Council amends the Employee Classification Plan by reclassifying the position Public Works Building Official position as follows:

401 – Building Official [MANAGER] Range [22]21

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21ST DAY OF FEBRUARY, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Stephanie Randall, Human Resources Director

DATE: January 26, 2024

SUBJECT: **Resolution 2024-05 – Amending Public Works Building Official position**

This resolution amends the City’s Classification Plan to reclassify the Building Official/Manager classification in Public Works. This change would remove manager responsibilities, rename the class to “Building Official”, and amend the hourly pay range.

This class of employees is staffed with a single position, was initially classified as “Building Official,” and was reclassified in 2018 as part of the FY19 budget process. The 2018 amendment added supervisory responsibilities, oversight of the Building Maintenance division of the Public Works Department, and City-wide Safety Coordinator duties formerly handled between the Public Works Director and the Building Maintenance Lead positions. As part of this amendment, the salary range was increased two steps to reflect the additional duties.

Since that time, the position has been considered “difficult to fill” and was vacant for over a year, between 3/19/2021 and 4/4/2022. The Building Official/Manager position will become vacant on February 17, 2024. The Public Works Director worked with Human Resources to recommend changes to the job description to remove the supervision of Building Maintenance and related responsibilities, which would be temporarily reassigned to the Public Works Director until such time as the current Public Works organizational structure assessment is complete. This proposed change would benefit the City by allowing the Building Official to concentrate on core responsibilities, including building inspection, compliance, administrative direction, and effective communications with the community.

This proposed change would remove “Manager” from the job title and would result in a reclassification to a lower pay range from 22 to 21 which remains competitive with other building official positions in the state of Alaska.

This resolution would amend the Employee Classification Plan by reclassifying the Public Works Building Official position as follows:

401 – Building Official [MANAGER]

Range [22]21

Your consideration is appreciated.

**PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: FEBRUARY 21, 2024**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	108,560.99
PREMERA	JANUARY PREMIUM	VARIOUS	INSURANCE	205,224.05
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	133,447.93

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: February 9, 2024

SUBJECT: **Action/Approval – Authorizing a Memorandum of Agreement with Greatland Consulting and Training LLC. for use of the Alaska Regional Fire Training Facility.**

This memo recommends support of the Memorandum of Agreement between the City of Kenai and Greatland Consulting and Training LLC.

The purpose of the Alaska Regional Aircraft Fire Training Facility is to provide the facilities required for certificated airports in Alaska to meet initial and annual recurrent training requirements under applicable Federal Aviation Regulations. GCT has been awarded a contract by the State of Alaska, Statewide Aviation Division to provide Aircraft Rescue Firefighting training for the employees of state operated airports. It is mutually beneficial for the Airport and GCT to enter into a cooperative agreement that facilitates Aircraft Rescue Firefighting training at the Fire Training Center for the calendar year 2024.

Council's approval is respectfully requested.

Attachments- Memorandum of Agreement

Memorandum of Agreement

between

The City of Kenai

And

Greatland Consulting and Training LLC
1461 Northview Dr. Unit I-7
Anchorage, Alaska 99504

This Memorandum of Agreement between the City of Kenai (hereinafter referred to as the "Airport"), and Greatland Consulting and Training LLC (hereinafter referred to as "GCT").

PURPOSE

The purpose of this agreement is to allow the Airport, and GCT to work cooperatively to ensure the Alaska Regional Aircraft Fire Training Center (Fire Training Center) remains viable to meet required Federal Aviation Regulations for Aircraft Rescue Firefighting at certificated airports in Alaska. The Airport is the owner of the Fire Training Center and is responsible for the operation and maintenance in accordance with FAA grant assurances.

OBJECTIVES

- Ensure certificated airports in Alaska are able to complete initial and annual recurrent ARFF training.
- Operate and maintain the Fire Training Center in accordance with FAA grant assurances.
- Formalize policies and procedures surrounding the use of the Fire Training Center.
- Establish rates and fees to ensure the operation of Fire Training Center is sustainable.
- Encourage other stakeholders to utilize the Fire Training Center in conjunction with GCT.

WITNESSETH:

WHEREAS, it is the purpose of the Alaska Regional Aircraft Fire Training Center to provide the facilities required for certificated airports in Alaska to meet initial and annual recurrent training requirements under applicable Federal Aviation Regulations; and,

WHEREAS, GCT has been awarded a contract by the State of Alaska, Statewide Aviation Division to provide Aircraft Rescue Firefighting training for the employees of State operated airports; and,

WHEREAS, it is mutually beneficial for the Airport and GCT to enter into a cooperative agreement that facilitates Aircraft Rescue Firefighting training at the Fire Training Center.

NOW THEREFORE. In consideration of the mutual benefits which will accrue to the Airport and GCT, the parties agree as follows:

- I. AUTHORIZATION: The Airport, and GCT agree to work cooperatively in operation of the Fire Training Center to facilitate ARFF training requirements set forth by Federal Regulations for certificated airports for the Calendar year 2024.
- II. AIRPORT, AND GCT RESPONSIBILITIES: For the periods set forth above, the
 - a. Airport will:
 - A. When no preexisting scheduling conflicts exist, provide GCT use of the Alaska Fire Training Center training room(s), ARFF training props, ARFF vehicles, ARFF training prop controls, and breathing air containment fill station.
 - B. Maintain the facility, including props in good working order. Airport is not responsible for any training delays or lost profits due to prop or other facility equipment breakdowns. GCT and Airport understand and acknowledge that prop repairs often require service from out-of-state personnel with limited availability.
 - C. Establish rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable.
 - b. GCT will:
 - A. Schedule use of the Fire Training Center with Airport Administration.
 - B. Provide for, or contract with qualified instructors approved by the Airport for ARFF training.
 - C. Provide prompt notice to the Airport of needed maintenance to the Alaska Fire Training Center facility, ARFF training props and controls, ARFF vehicles, and breathing air containment fill station.
 - D. Ensure all trainees are equipped with all necessary Personal Protection Equipment.
 - E. Assume responsibility for any damage to Fire Training Center property (real and personal), caused by its officers, employees, contractors, customers or agents, and that occurs during the course of training activities and notify the Airport of any damage as soon as practicably feasible.
 - F. Provide certified activity reports of all training activities on a form provided by the Airport with the payment of all rates and fees.
 - G. Pay established rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable no later than 30 days upon the completion of the training.
 - H. Pay for actual costs of all ARFF training consumables, to include but not limited to: propane, nitrogen, training smoke oil, vehicle fuel, etc.

Season	Course	Min. # of Students	Rate per Student*
May - September	Annual Live Fire/Refresher	8	400.00
	40 hour Basic ARFF	8	600.00
	40 hour Advanced ARFF	8	600.00
October - April	Annual Live Fire/Refresher	12	400.00
	40 hour Basic ARFF	12	600.00
	40 hour Advanced ARFF	12	600.00

*Rate includes use of training classroom, ARFF training props, and ARFF vehicles. Rate excludes the cost of fuels and ancillary consumables required to operate training props and equipment (Propane, Nitrogen, Training Smoke Oil, Fuel, etc.)

III. PERIOD OF PERFORMANCE

The period of performance for this agreement is for the Calendar Year 2024. While the Airport and GCT reserve the right to terminate this Agreement, at any time upon thirty days written notice without the necessity of any legal process, the Airport and GCT agree to hold a meeting prior to termination discussing the reasons for termination.

IV. CONTACTS

- A. For the Airport: Derek Ables, Airport Manager, Kenai Municipal Airport, 305 N. Willow Street, Suite 200, Kenai, AK 99611, dables@kenai.city, 907.283.8282.
- B. For GCT: Bob Lee, Owner/Operator, Greatland Consulting and Training LLC, 1461 Northview Dr. Unit I-7, Anchorage, Alaska 99504, bobleekconsulting@gmail.com, 907.297.9141.

V. SPECIAL PROVISIONS

- A. The scope and other terms of the agreement may be modified at any time by mutual consent of the signatory parties.
- B. Subject to Section II.(b)(E) above, the parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries caused by the other party, their agents, contractors, or officers.
- C. This MOA may be modified or amended as necessary upon written consent of all parties or may be terminated by either party with a 30-day written notice to all other parties.

VI. INSURANCE

GCT, independently or through its contractors shall obtain and maintain insurance, in amounts not less than those listed below, by insurance companies with acceptable industry ratings, so long as such company is not barred from insuring City

assets. All policies or endorsements shall, where possible, name the City as an additional insured or a loss payee as appropriate. Contractor may not commence to perform under this Agreement until all required insurance is in full force and effect and approved by the City.

Contractor shall provide the City with certificates of insurance within thirty (30) days of the effective date of this Agreement. The insurance shall be provided by a carrier rated "A-" or better by A.M. Best.

Comprehensive general liability: combined single limit (death, bodily injury and property damage (rented or leased property coverage)) \$1.5 million

Professional liability: \$1 million

Worker's Compensation: statutory minimum

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the date of last signature below.

CITY OF KENAI

GREATLAND CONSULTING AND TRAINING LLC

Terry Eubank, City Manager

Bob Lee, Owner/Operator

DATE

DATE



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: February 9, 2024

SUBJECT: **Action/Approval – Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport**

Rebecca Boettcher, owner of The Fishing Grounds, LLC is requesting a Special Use Permit to operate a snack/gift shop inside the terminal building, suite 120. This glass space consists of approximately 341 square feet.

Ms. Boettcher is proposing to pay 15% commission based on monthly gross sales, plus applicable sales tax.

Your support for a Special Use Permit to The Fishing Grounds, LLC is respectfully requested.

Attachments- Exhibit A, Exhibit B

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

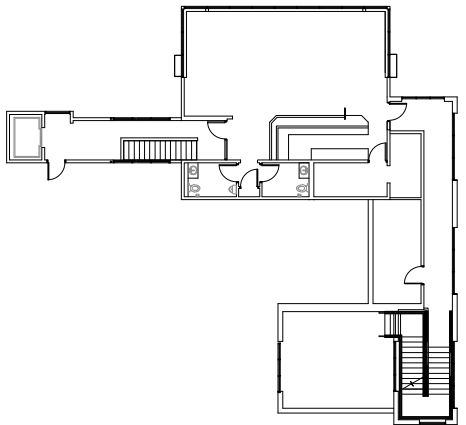
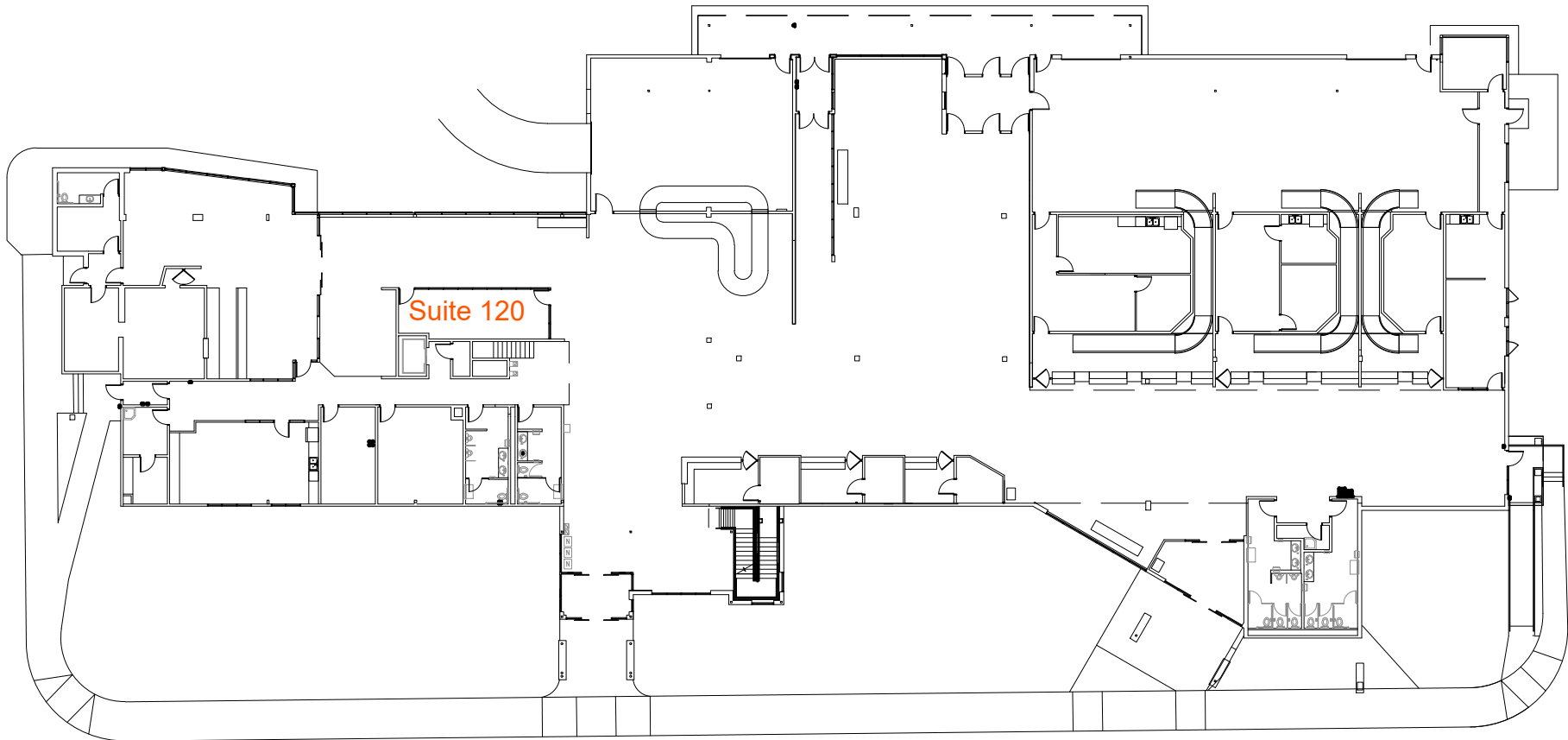


Exhibit A

THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

JOB NO: _____ REVISED: Plotted: 11/06/19

KENAI MUNICIPAL AIRPORT
KENAI, ALASKA

**Kenai Municipal Airport
THE FISHING GROUNDS, LLC
Certified Activity Report**

For the Month of _____, 20__ Date prepared _____

Monthly Sales: \$ _____

The Concessionaire will pay the City of Kenai the percentage fee (15%):

Monthly Gross Sales: \$ _____ x 15% = \$ _____ \$ _____

Subtotal: \$ _____

Sales Tax: (6% or \$30 whichever is less) \$ _____

Total Amount Due: (Must be paid by the 15th of the month) \$ _____

**Remit to: Kenai Municipal Airport
 Suite 200
 305 North Willow Street
 Kenai, AK 99611**

Other Information:

Gross Sales Attributed to a DBE: \$ _____

Certification:

I hereby certify that the above is a true statement from the records of the following business:

Business: The Fishing Grounds LLC
Address: 48585 Wendy Lane, Soldotna, Alaska 99669

Name: _____

Signature: _____ Date: _____

SPECIAL USE PERMIT 2024

The CITY OF KENAI (City) grants to Rebecca Boettcher with The Fishing Grounds, LLC (Permittee), whose address is 48585 Wendy Ln, Soldotna, AK 99669 a Special Use Permit (Permit) for a snack/gift shop inside the Kenai Municipal Airport terminal building subject to the requirements and the conditions set forth below.

- 1. Premises.** Permittee shall have the exclusive right to use suite 120, the area described in the attached diagram (Exhibit A) for the uses identified in this Permit.
- 2. Term.** The term of this Permit shall be for twelve months commencing on May 1, 2024 and ending on April 30, 2025. Regardless of the date of signature, this Permit shall be effective as of May 1, 2024.
- 3. Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit: In-terminal Concession Certified Activity Report attached. (Exhibit B)

Permittee shall pay fifteen (15) percent of gross sales, plus applicable sales tax.

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. Failure to timely make the payment is grounds for termination of this Permit.

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

Office space, Suite 120, consisting of approximately 341 square feet, located on the first floor, terminal building, Kenai Municipal Airport, and as more particularly set forth on Exhibit A to this Permit (the Premises).

Permittee is authorized to use the Premises for the following purposes only:

Snack/gift shop

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

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

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

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

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

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

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

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

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

subcontractor who directly or indirectly provides services to Permittee under this Permit.

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

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

- i. All policies will be by a company/corporation currently rated “A-” or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by May 1, 2024. The effective date of the insurance shall be no later than May 1, 2024.

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

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

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

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

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

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

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

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

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

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

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

19. Termination; Default. This Permit may be terminated by either party hereto by giving fourteen (14) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than fourteen (14) days, to protect public health and safety or due to a failure of Permittee to comply with conditions or terms of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

20. Definitions. As used in this Permit, "Permittee" means Rebecca Boettcher with The Fishing Grounds, LLC, and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

18. Janitorial and Cleaning Services. Permittee will provide, at its own expense, the day-to-day janitorial cleaning services and supplies necessary to maintain the premises in a clean, neat, and sanitary condition.

19. Security. Permittee will adhere to all applicable responsibilities of the federal airport security program set out in Federal Aviation Regulations Part 107 and the Airport Master Security Program. Permittee will procure any required identification badges should it be necessary to access the premises or Permittee's operations authorized under this Permit.

20. Smoking. Neither the Permittee employees, nor customers may smoke in or around the terminal except in designated smoking areas.

21. Employee Parking. Employees may use non-exclusive employee vehicle parking spaces at no charge. All employees must register their vehicle(s) in the Airport Manager’s office to receive a vehicle-parking permit to park while on the job. Permittee shall be held accountable for Permittee’s employees’ use of designated vehicle parking facilities and assure that employees comply with all Airport directives.

22. Signs. Permittee may, after consent by the Airport Manager, install signs at its premises identifying its business. Permittee will request the Airport Manager’s advance written approval before installation of any signage.

CITY OF KENAI

By: _____
Terry Eubank Date

REBECCA BOETTCHER, THE FISHING GROUNDS, LLC

By: _____
Rebecca Boettcher Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, the foregoing instrument was acknowledged before me by Rebecca Boettcher, Owner, The Fishing Grounds, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

DRAFT



KENAI

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

MEMORANDUM

TO: City Council Members
FROM: Mayor Gabriel
DATE: February 12, 2024
SUBJECT: **Cook Inlet Regional Citizens Advisory Council – Kenai Seat Nomination**

On December 18, the City received a letter from the Cook Inlet Regional Citizens Advisory Council (CIRCAC) notifying us that the Board of Directors seat representing the City of Kenai was set to expire April 2024. Please confirm the following appointment:

Cook Inlet Regional Citizens Advisory Council Board of Directors

- John Williams, City of Kenai Representative — 3-Year Term

Your consideration is appreciated.



“The mission of the Council is to represent the citizens of Cook Inlet in promoting environmental safe marine transportation and oil facility operations in Cook Inlet.”

- Members**
- Tourism Group**
- Alaska Native Group**
- Environmental Group**
- Recreation Group**
- Aquaculture Associations**
- Commercial Fishing Group**
- City of Kodiak**
- City of Kenai**
- City of Seldovia**
- City of Homer**
- Municipality of Anchorage**
- Kodiak Island Borough**
- Kenai Peninsula Borough**

December 18, 2023

Hon. Mr. Brian Gabriel
Mayor
210 Fidalgo Ave.
Kenai, AK 99611

Mr. Gabriel:

I am writing to advise you that the current term of the seat representing the City of Kenai on the Cook Inlet Regional Citizens Advisory Council (CIRCAC) Board of Directors, currently filled by Mr. John Williams is set to expire in April 2024 at the CIRCAC Annual Meeting.

The Oil Pollution Act of 1990 identifies stakeholder groups to be represented on the Council, and our Policies define a procedure for conducting the stakeholder group election or appointment process. This letter of notification is part of that process.

Other stakeholder groups are being notified today as well. Upcoming steps in the process will include a call for nominations, and a formal ballot. In addition, CIRCAC takes this annual opportunity to advertise to seek membership from individual organizations active in all of the identified stakeholder groups.

Please don't hesitate to reach out should you have any questions or comments regarding this process; please contact me by email (shayloncochran@circac.org) or cell phone – 907-283-7222.

Speaking on behalf of the Board and staff, we value and appreciate your time and commitment to the mission of CIRCAC.

Sincerely,

Shaylon Cochran
Director of Communications and Public Outreach

Cc: John Williams



MEMORANDUM

TO: Mayor Gabriel and Kenai Council Members
THROUGH: Shellie Saner, City Clerk
FROM: Meghan Thibodeau, Deputy City Clerk
DATE: February 13, 2024
SUBJECT: **Marijuana License Renewal – Grateful Bud**

The following establishment submitted an application to the Alcohol and Marijuana Control Office (AMCO) for a renewal of marijuana license:

Applicant: Grateful Bud, LLC
D/B/A: Grateful Bud, LLC
License Type: Limited Marijuana Cultivation Facility
License No: 16474

Pursuant to KMC 2.40 a review of City accounts has been completed and the applicant has satisfied all obligations to the City. With the approval of Council, a letter of non-objection to the marijuana license renewal will be forwarded to AMCO and applicant.

Your consideration is appreciated.



THE STATE of ALASKA GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

January 2, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: GRATEFUL BUD LLC DBA: GRATEFUL BUD LLC VIA email: gratefulbudllc@gmail.com CC: n/a Local Government 1: Kenai Peninsula Borough Local Government 2: City of Kenai Via Email: micheleturner@kpb.us; tward@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us; jbeauchamp@kpb.us; cityclerk@kenai.city

Community Council: n/a

Via Email:

CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #16474 Combined Renewal Notice

Table with 2 columns: Field Name, Value. Fields include License Number, License Type, Licensee, Doing Business As, Physical Address, Designated Licensee, Phone Number, and Email Address.

- License Renewal Application (checked) Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350

Submit

by Meghan Thibodeau 1/3/2024 10:14:50 AM (Form Submission)

Approve

by David Ross 1/3/2024 12:57:42 PM (Police Department Review)

- The task was assigned to David Ross. The due date is: January 12, 2024 5:00 PM
1/3/2024 10:14:51 AM

Approve

by Tina Williamson 1/3/2024 1:24:59 PM (Finance Asst Review)

- The task was assigned to Tina Williamson. The due date is: January 12, 2024 5:00 PM
1/3/2024 10:14:51 AM

Approve

by Cindy Herr 1/3/2024 1:30:21 PM (Legal Asst Review)

- There are no monies owed in Restitution or Citation Fines.
- The task was assigned to Cindy Herr. The due date is: January 12, 2024 5:00 PM 1/3/2024 10:14:51 AM

Approve

by Jeremy Hamilton 1/5/2024 3:10:34 PM (Fire Marshall Review)

- The task was assigned to Jeremy Hamilton. The due date is: January 12, 2024 5:00 PM
1/3/2024 10:14:50 AM

Approve

by Linda Mitchell 2/12/2024 11:18:00 PM (Lands Review)

- The task was assigned to Linda Mitchell. The due date is: January 12, 2024 5:00 PM
1/3/2024 10:14:51 AM

Approve

by Linda Mitchell 2/12/2024 11:27:53 PM (P&Z Department Review)

- Notice of Renewal Letter from State of Alaska AMCO states the license type is retail (clerical error), the application and license number according to AMCO system shows it is for limited cultivation, which is consistent with the approved Conditional Use Permit.
- The task was assigned to Linda Mitchell. The due date is: February 21, 2024 5:00 PM
2/12/2024 11:18:02 PM

Approve

by Scott Bloom 2/13/2024 8:57:06 AM (Legal Review)

- The task was assigned to Scott Bloom. The due date is: February 21, 2024 5:00 PM
2/12/2024 11:18:02 PM

Approve

by David Swarner 2/13/2024 9:15:47 AM (Finance Review)

- The task was assigned to David Swarner. The due date is: February 21, 2024 5:00 PM
2/12/2024 11:18:02 PM

Approve

by Donald Hendrickson 2/13/2024 11:50:52 AM (Building Official Review)

- The task was assigned to Donald Hendrickson. The due date is: January 12, 2024 5:00 PM
1/3/2024 10:14:50 AM

AMCO License Application

Date

1/3/2024

Establishment Information

License Type

Limited Marijuana Cultivation Facility

Licensee

Grateful Bud LLC

Doing Business As

Grateful Bud LLC

Premises Address

1817 Sunset Blvd

City, State

Kenai, AK

Contact Information

Contact Licensee

Richard Huffman

Contact Phone No.

907-283-2837

Contact Email

gratefulbudllc@gmail.com

Additional Contact Information

Name

Phone No.

Email

Documents

File Upload

#16474 DBA GRATEFUL BUD LLC Combined MJ Renewal Notice.pdf	306.93KB
16474 - Grateful Bud LLC x15 (tax delinquency no response).pdf	232.22KB
16474 - Grateful Bud LLC x16 (tax delinquency no response).pdf	232.15KB
16474 MJ-20.pdf	2.49MB
16474 Online Applicatoin.pdf	144.28KB
NOV explanation 2023-24 renewal.pdf	68.63KB



Alaska Marijuana Control Board

Form MJ-20: 2023-2024 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Grateful Bud LLC	License Number:	16474
License Type:	Limited Cultivation		
Doing Business As:	Grateful Bud LLC		
Premises Address:	1817 Sunset Blvd		
City:	Kenai	State:	AK
		ZIP:	99611

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Richard Huffman
Title:	Member

Section 3 – Violations & Charges

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

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Form MJ-20: 2023-2024 Renewal Application Certifications

Section 5 – Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

RA

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

RA

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

RA

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

RA

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

RA

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

RA

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

[Empty box for listing multiple license numbers]

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

RA

Richard Huttman
Printed name of licensee

Richard Huttman
Signature of licensee



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Michele Turner, CMC
Borough Clerk

Thursday, January 25, 2024

Sent via email: cityclerk@kenai.city

Ms. Shellie Saner, City Clerk
City of Kenai

RE: Renewal Application for Limited Marijuana Cultivation Facility

Business Name : Grateful Bud LLC
License Location : Kenai/1817 Sunset Blvd, Kenai, AK 99611
License No. : 16474

Dear Ms. Saner,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: gratefulbudllc@gmail.com

amco.localgovernmentonly@alaska.gov



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3400-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT LAND SALE PERMANENT FUND TO TRANSFER EARNINGS IN EXCESS OF BUDGETED AMOUNTS TO THE CITY’S AIRPORT FUND.

WHEREAS, Kenai Municipal Code 7.30.010 established a fund to account for the proceeds from sale of land deeded to the City by the US Government for the benefit of the Kenai Municipal Airport; and,

WHEREAS, Kenai Municipal Code 7.30.020(a)(5) provides for appropriations from the Airport Land Sale Permanent Fund at 3.8% or 4.2% of the funds five-year, December 31st fair market value depending on the inflation adjusted principal balance; and,

WHEREAS, the 2023 year-end market value of the fund was \$28,316,544, the 2023 year-end inflation adjusted balance was \$31,302,494, and the fund’s five-year year-end average market value was \$28,042,585; and,

WHEREAS, as the five-year, year-end market value was less than the inflation adjusted balance at December 31,2023, the FY2024 annual transfer is limited to 3.8% pursuant to KMC 7.30.020(a)(5); and,

WHEREAS, the allowable transfer for FY2024, 3.8% of the five-year, year-end market value, is \$1,065,518 and the FY2024 budgeted transfer from the Airport Land Sale Permanent Fund was \$1,053,636 meaning the actual transfer can be \$11,983 more than budgeted and increasing the transfer amount to the maximum amount is in the City’s best interest.

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

Section 1. That the estimated revenues and appropriations in the Airport Land Sale Permanent Fund be increased as follows:

Airport Land Sale Permanent Fund:	
Increase Estimated Revenues –	
Investment Earnings	<u>\$11,983</u>
Increase Appropriations –	
Transfer to Airport Fund	<u>\$11,983</u>

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


Section 3. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced:	February 21, 2024
Enacted:	March 6, 2024
Effective:	March 6, 2024



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Dave Swarner, Finance Director
DATE: February 21, 2024
SUBJECT: Ordinance No. 3400-2024 – ALSPF Appropriation Increase

The Purpose of this memo is to recommend passage of Ordinance 3400-2024. This Ordinance will increase the authorized transfer amount from the Airport Land Sale (ALSPF) to the City’s Airport Fund for FY24. This increase amount is possible because earnings were higher than projected for calendar year 2023.

ALSPF

Pursuant to KMC 7.30.020 (a) (5) the annual transfer from the ALSPF will be based upon the five (5) year average of the fund’s calendar year end market value. An amount not to exceed three and four-fifths percent of the five-year average market value may be distributed if the average market value is less than the fund’s inflation adjusted principal balance. An amount not to exceed four and one-fifth percent of the five-year average market value may be distributed if the average market value is greater than the funds inflation adjusted principal balance.

The December 31, 2023 5-year average market value of the portfolio (\$28,042,585) was below the inflation adjusted principal (\$31,302,494), thus the allowable transfer is limited to the lower bound of the spending rate (3.8%). The 2023 allowable transfer based upon this calculation is \$1,065,518.

The FY24 budgeted transfer amount was \$1,053,635. This Ordinance will increase the budgeted transfer amount to the maximum value of \$1,065,518, an increase of \$11,983.

Your support for Ordinance 3400-2024 is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3401-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL LAND SALE PERMANENT FUND TO TRANSFER EARNINGS IN EXCESS OF BUDGETED AMOUNTS TO THE CITY'S GENERAL FUND.

WHEREAS, Article 5, Section 5-11 of the City's Charter, requires the proceeds from the Sales of the City owned, non-trust lands be deposited in a separate fund, the General Land Sale Permanent Fund, and allows for the investment earnings to be used for any lawful purpose but prohibits the expending of the proceeds from land sales; and,

WHEREAS, the General Land Sale Permanent Fund's 2023 year ending market value of \$3,654,494 was an increase of \$414,376 from December 31, 2022 balance; and,

WHEREAS, the allowable transfer to the General Fund for operations is limited to 4% annually and excess earnings are reserved to supplement spending when portfolio earnings are less than the 4% limit in any given year; and,

WHEREAS, the December 31, 2023 earnings reserve balance was \$173,382, thus the FY2024 transfer is limited to \$146,180 (4% of the Fund's value); and,

WHEREAS, after deducting the FY2024 allowable transfer, the earnings reserve balance will be \$27,202; and,

WHEREAS, the FY2024 budgeted transfer from the General Land Sale Permanent Fund was \$138,209, meaning the actual can be \$7,971 more than budgeted, and increasing the transfer amount to the maximum amount is in the City's best interest.

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

Section 1. That the estimated revenues and appropriations in the General Land Sale Permanent Fund be increased as follows:

General Land Sale Permanent Fund:

Increase Estimated Revenues – Investment Earnings	<u>\$7,971</u>
Increase Appropriations – Transfer to General Fund	<u>\$7,971</u>

Section 2. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares

that it would have enacted the remainder of this ordinance even without such part, provision, or application.

Section 3. Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 6TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced: February 21, 2024
Enacted: March 6, 2024
Effective: March 6, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: February 13, 2024

SUBJECT: Ordinance No. 3401-2024 – GLSPF Appropriation Increase

The purpose of this memo is to recommend passage of Ordinance 3401-2024. This Ordinance will increase the authorized transfer amount from the General Ledger Sale (GLSPF) to the City’s General Fund for FY24. This increased amount is possible because earnings were higher than projected for calendar year 2023.

GLSPF

Pursuant to KMC 7.30.020 (a) (6) the annual transfer from the GLSPF shall be limited to the lesser of the cumulative earnings at calendar year end for the fund or four percent (4%) of the fund’s fair market value as of December 31st of each year. “Cummulative Earnings” is defined as the market value at calendar year end minus the fund’s inflation adjusted principal balance.

The December 31, 2023 market value of the GLSPF was \$3,654,494 with cumulative earnings of \$173,382.

December 31, 2023

Market Value	\$3,654,494
4% of Market Value	\$ 146,180
Cumulative Earnings	\$ 173,382
FY24 Allowable Transfer	\$ 146,180

Th FY24 budgeted transfer amount was \$138,209. This Ordinance will increase the budgeted transfer amount to the maximum value of \$146,180, an increase of \$7,971.

Your support for Ordinance 3401-2024 is respectfully requested.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Linda Mitchell, Planning Director

DATE: February 15, 2024

SUBJECT: **Action/Approval – Special Use Permit to Nilchil Solutions, LLC for an Off-Premise Sign on City-Owned Property Described as Tract B, Gusty Subdivision Addition No. 2 Located at 11631 Kenai Spur Highway**

Jennifer Yeoman, a managing member for Nilchil Solutions, LLC (“Nilchil Solutions”) has requested a Special Use Permit (SUP) to install an off-premise sign on city-owned property described as Tract B, Gusty Subdivision Addition No. 2 located at 11631 Kenai Spur Highway. The request seeks to provide optimal visibility for a freestanding sign along the Kenai Spur Highway for a business located on the adjacent parcel owned by Nilchil Solutions at 11595 Kenai Spur Highway. Off-premise signs are not permitted in any zoning districts. On December 27, 2023, Planning and Zoning (P&Z) Commission approved Resolution PZ2023-25 granting a variance permit to allow an approximately 75 square foot off-premise sign, not to exceed 18 feet in height subject to the listed conditions of approval.

The applicant has requested a start date of May 1, 2024. The proposed permit fee is \$500.00 plus applicable sales tax for one (1) year from May 1, 2024 through April 30, 2025.

Pursuant to Kenai Municipal Code (KMC) Section 22.02.130 *Special use permits*, City Council may authorize the City Manager to grant special use permits for the temporary use of real property owned by the City for a period not to exceed one (1) year, without appraisal of the value of the property of public auction, for any purpose compatible with the zoning of the land, and on such terms and for such rentals as the Council shall determine. P&Z Commission has made the findings to grant the variance permit, which meets the intent of the Central Mixed Use (CMU) zoning district. Furthermore, the P&Z Commission has placed a condition to minimize any visual obstructions or interference with any future right-of-way expansions (see Condition 2 of Resolution PZ2023-25). In the Land Management Plan, the subject parcel is recommended for disposal to encourage development. The requested SUP is consistent with KMC Section 22.02.130, Kenai Zoning Code, and Comprehensive Plan – Goal 2: Economic Development.

If the City Council approves the Special Use Permit, the City Manager will be authorized to execute a Special Use Permit Agreement for the installation of an off-premise sign for one (1) year to Nilchil Solutions, LLC.

Thank you for your consideration.

Attachments

Aerial Map

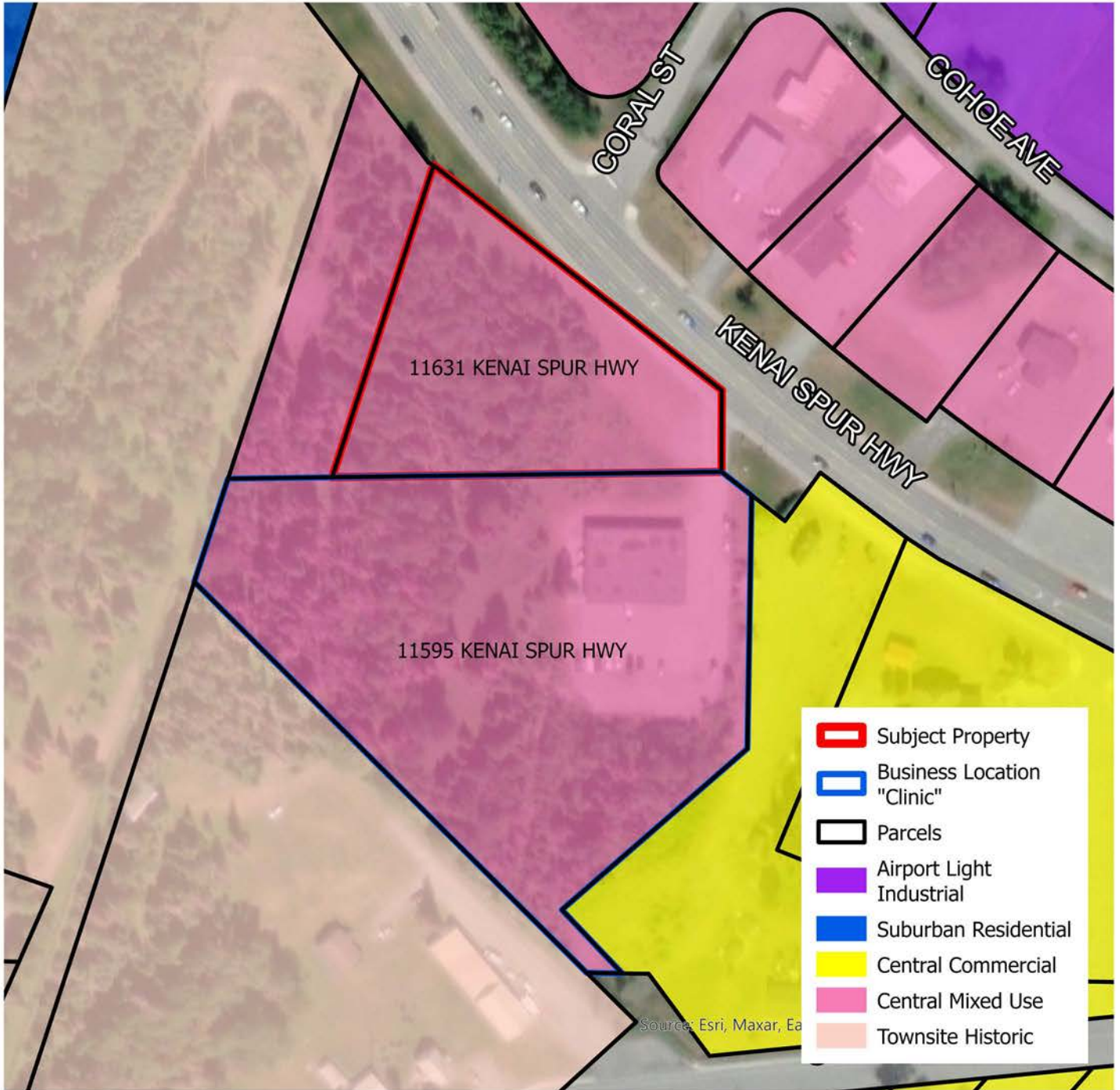
Resolution PZ2023-25 – Variance Permit for Off-Premise Sign

Staff Report for Variance Permit



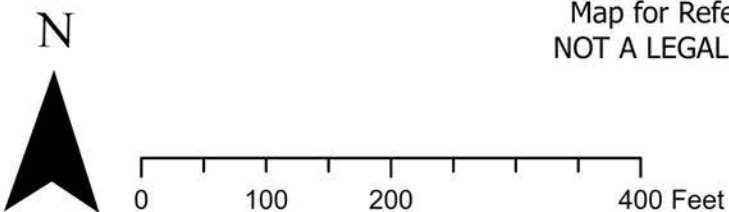


Special Use Permit Off-Premise Sign 11631 Kenai Spur Highway



Date Printed: 2/15/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2023-25**

A RESOLUTION **GRANTING** THE APPLICATION FOR A VARIANCE PERMIT FOR AN OFF-PREMISE SIGN.

APPLICANTS: Jennifer Yeoman and Jason Yeoman

PROPERTY ADDRESS: 11631 Kenai Spur Highway

LEGAL DESCRIPTION: Tract B, Gusty Subdivision Addition No. 2

KENAI PENINSULA BOROUGH PARCEL NUMBER: 04716002

WHEREAS, a complete application meeting the requirements of Kenai Municipal Code (KMC) 14.20.185(c) was submitted to the City on November 30, 2023; and,

WHEREAS, the applicant has demonstrated that the prerequisites of a variance permit have been met pursuant to KMC 14.20.180(b); and,

WHEREAS, the City of Kenai Planning and Zoning Commission conducted a duly advertised public hearing, following requirements outlined in KMC 14.20.280 for public hearings and notifications.

WHEREAS, the Planning and Zoning Commission finds the criteria are met as set forth in KMC 14.20.180(c):

1. *Special conditions or circumstances are present which are peculiar to the land or structures involved which are not applicable to other lands or structures in the same land use or zoning district.*

Findings: The existing medical clinic ("clinic") is located at 11595 Kenai Spur Highway, known as Tract A-1, Shadura Subdivision Nichil Addition. The clinic is currently established on a parcel that records show it was first platted under Shadura Subdivision (Plat No. K-831) in 1961. Subsequently, several replats have been recorded on the parcel with the clinic but the overall property lines of the parcel have remained the same (see attached plats). The parcel with the clinic is setback at least 86 feet away from Kenai Spur Highway compared to other adjacent parcels with street frontage along Kenai Spur Highway. Therefore, the clinic is on a parcel with a unique site development that are not similar to surrounding parcels with primary access off of Kenai Spur Highway.

As expressed by the applicant, they have sought various options and concluded there is not a practical place on the subject parcel to place a sign for the clinic with reasonable visibility.

2. *The special conditions or circumstances have not been caused by actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconvenience.*

Findings: Staff finds the requested variance is not intended to redress a pecuniary hardship or inconvenience by the applicant; rather, it would address a non-pecuniary hardship to persons who visit the clinic for services.

3. *The granting of the variance shall not authorize a use that is not a permitted principal use in the zoning district in which the property is located.*

Findings: The proposed off-premise sign is intended to promote and identify the existing clinic, which is a permitted use in the Central Mixed Use (CMU) zoning district. The existing use is under construction for expansion. Therefore, the existing use will be compliant with the zoning district.

4. *The granting of a variance shall be the minimum variance that will provide for the reasonable use of the land and/or structure.*

Findings: The granting of the variance will allow an off-premise sign to be installed on 11631 Kenai Spur Highway, that would meet setbacks, height, and size requirements. The proposed sign face for the off-premise sign would be approximately 75 square feet, approximately 18-foot tall and at least 10 feet from the east property line due to an existing utility easement. In the CMU zone, it does not state a minimum setback from property lines; however due to the layout of the right-of-way, staff is recommending that a minimum 20-foot setback is required from the northeast corner and 10-foot setback from the street frontage along Kenai Spur Highway on the parcel with the off-premise sign to minimize any visual obstructions or interference with any future ROW expansion. Within proximity of the subject parcel, there is an existing pole sign, currently displaying "Coffee Time" along Kenai Spur Highway. If the business was located on 11631 Kenai Spur Highway, the proposed sign would be permitted without a variance permit. Therefore, the variance request would not provide relief beyond what would be allow if it was an on-premise sign.

5. *The granting of a variance shall not be based upon other nonconforming land uses or structures within the same land use or zoning district.*

Findings: The business location presents its own unique circumstance due to how it was originally platted and how the right-of-way of Kenai Spur Highway has changed overtime. Staff finds that the granting of this variance permit is not based upon other non-conforming land uses or structures within the same land use or zoning district.

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

- Section 1.** That the request for a variance permit is granted for an approximately 75 square foot off-premise sign, not to exceed 18 feet in height, on the parcel located at 11631 Kenai Spur Highway and described as Tract B, Gusty Subdivision Addition No. 2.

Resolution No. PZ2023-25
Page 3 of 3

Section 2. That the variance permit is subject to the following conditions:

1. Applicant(s) must comply with all federal, State of Alaska, and local regulations.
2. The off-premise sign must be located a minimum 20-foot setback from the northeast corner and 10-foot setback from the street frontage along Kenai Spur Highway.
3. Prior to the installation of an off-premise sign on City-owned property, the applicant(s) must obtain approval from the City of Kenai City Council.
4. Applicant(s) must obtain a sign permit issued by the Building Official.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 27TH DAY OF DECEMBER, 2023.



JEFF TWAIT, CHAIRPERSON

ATTEST:



Meghan Thibodeau, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
THROUGH: Linda Mitchell, Planning Director
DATE: December 22, 2023
SUBJECT: Resolution No. PZ2023-25 - Variance Permit – Off-Premise Sign

Request The applicant is requesting for a variance permit to obtain relief from the sign ordinance for an off-premise sign.

Staff Recommendation Adopt Resolution No. PZ2023-25 approving a variance permit to allow an off-premise sign at 11631 Kenai Spur Highway.

Applicants: Jennifer Yeoman
Jason Yeoman

Property Owner: City of Kenai

Legal Description: Tract B, Gusty Subdivision Addition No. 2

Property Address: 11631 Kenai Spur Highway

KPB Parcel No.: 04716002

Business Location: 11595 Kenai Spur Highway

Zoning: Central Mixed Use (CMU)

Current Use: Vacant Lot

Land Use Plan: Central Commercial

SUMMARY

Jennifer Yeoman and Jason Yeoman have requested a variance permit to install an off-premise sign at 11631 Kenai Spur Highway, which is a City-owned property. The off-premise sign would be an internally illuminated pole sign with an approximately 75 square foot sign face and approximately 18-foot tall. The off-premise sign would promote and identify the medical clinic, known as Odyssey Family Practice on the adjacent parcel at 11595 Kenai Spur Highway. Kenai Municipal Code (KMC) Section 14.20.220 *Signs*, off-premise signs are not permitted in the Central

Mixed Use (CMU) zoning district. The applicants are requesting a variance permit to install an off-premise sign, where there is better visibility and not adversely impact the access areas of the business location.

In order to install the pole sign on a City-owned property, the applicant(s) must obtain a Special Use Permit or lease the property from the City.

ANALYSIS

Pursuant to KMC 14.20.180(a), the intent of a variance permit is to provide relief to the development requirements of KMC Chapter 14.20 when the literal enforcement would deprive a property owner of the reasonable use of his/her real property.

Prior to granting a variance permit, the Commission shall find that all of the conditions have been met as set forth in KMC 14.20.180(c) [Variance Permit] *Review Criteria*.

Criteria 1: Special conditions or circumstances are present which are peculiar to the land or structures involved which are not applicable to other lands or structures in the same land use or zoning district.

Findings: The existing medical clinic ("clinic") is located at 11595 Kenai Spur Highway, known as Tract A-1, Shadura Subdivision Nichil Addition. The clinic is currently established on a parcel that records show it was first platted under Shadura Subdivision (Plat No. K-831) in 1961. Subsequently, several replats have been recorded on the parcel with the clinic but the overall property lines of the parcel have remained the same (see attached plats). The parcel with the clinic is setback at least 86 feet away from Kenai Spur Highway compared to other adjacent parcels with street frontage along Kenai Spur Highway. Therefore, the clinic is on a parcel with a unique site development that are not similar to surrounding parcels with primary access off of Kenai Spur Highway.

As expressed by the applicant, they have sought various options and concluded there is not a practical place on the subject parcel to place a sign for the clinic with reasonable visibility.

Criteria 2: The special conditions or circumstances have not been caused by actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconvenience.

Findings: Staff finds the requested variance is not intended to redress a pecuniary hardship or inconvenience by the applicant; rather, it would address a non-pecuniary hardship to persons who visit the clinic for services.

Criteria 3: The granting of the variance shall not authorize a use that is not a permitted principal use in the zoning district in which the property is located.

Findings: The proposed off-premise sign is intended to promote and identify the existing clinic, which is a permitted use in the Central Mixed Use (CMU) zoning district. The existing use is under construction for expansion. Therefore, the existing use will be compliant with the zoning district.

Criteria 4: The granting of a variance shall be the minimum variance that will provide for the reasonable use of the land and/or structure.

Findings: The granting of the variance will allow an off-premise sign to be installed on 11631 Kenai Spur Highway, that would meet setbacks, height, and size requirements. The proposed sign face for the off-premise sign would be approximately 75 square feet, approximately 18-foot tall and at least 10 feet from the east property line due to an existing utility easement. In the CMU zone, it does not state a minimum setback from property lines; however due to the layout of the right-of-way, staff is recommending that a minimum 20-foot setback is required from the northeast corner and 10-foot setback from the street frontage along Kenai Spur Highway on the parcel with the off-premise sign to minimize any visual obstructions or interference with any future ROW expansion. Within proximity of the subject parcel, there is an existing pole sign, currently displaying “Coffee Time” along Kenai Spur Highway. If the business was located on 11631 Kenai Spur Highway, the proposed sign would be permitted without a variance permit. Therefore, the variance request would not provide relief beyond what would be allow if it was an on-premise sign.

Criteria 5: The granting of a variance shall not be based upon other nonconforming land uses or structures within the same land use or zoning district.

Findings: The business location presents its own unique circumstance due to how it was originally platted and how the right-of-way of Kenai Spur Highway has changed overtime. Staff finds that the granting of this variance permit is not based upon other non-conforming land uses or structures within the same land use or zoning district.

PUBLIC NOTICE

Pursuant to Kenai Municipal Code 14.20.280 notices of the public hearing for the variance permit were mailed to property owners within a three hundred-foot (300') periphery of the subject property. The notice of the public hearing was published in the *Peninsula Clarion* on December 20, 2023, and the public hearing sign was posted on the premise.

STAFF RECOMMENDATION

Staff finds that the approximately 75 square foot off-premise sign, not to exceed 18 feet in height, on the parcel located at 11631 Kenai Spur Highway and described as Tract B, Gusty Subdivision Addition No. 2 meets the criteria for issuance of a variance permit as set forth in Kenai Municipal Code Section 14.20.180(c), and hereby recommends that the Planning and Zoning Commission approve the variance permit, subject to the following conditions:

1. Applicant must comply with all federal, State of Alaska, and local regulations.
2. The off-premise sign must be located a minimum 20-foot setback from the northeast corner and 10-foot setback from the street frontage along Kenai Spur Highway.
3. Prior to the installation of an off-premise sign on City-owned property, the applicant(s) must obtain approval from the City of Kenai City Council.
4. Applicant must obtain a sign permit issued by the Building Official.

ATTACHMENTS

Location Map

Application Submittal

Shadura Subdivision (Plat No. K-831)

Lots 1 and 2, Within Tract A of the Shadura Subdivision (Plat No. K-1356)

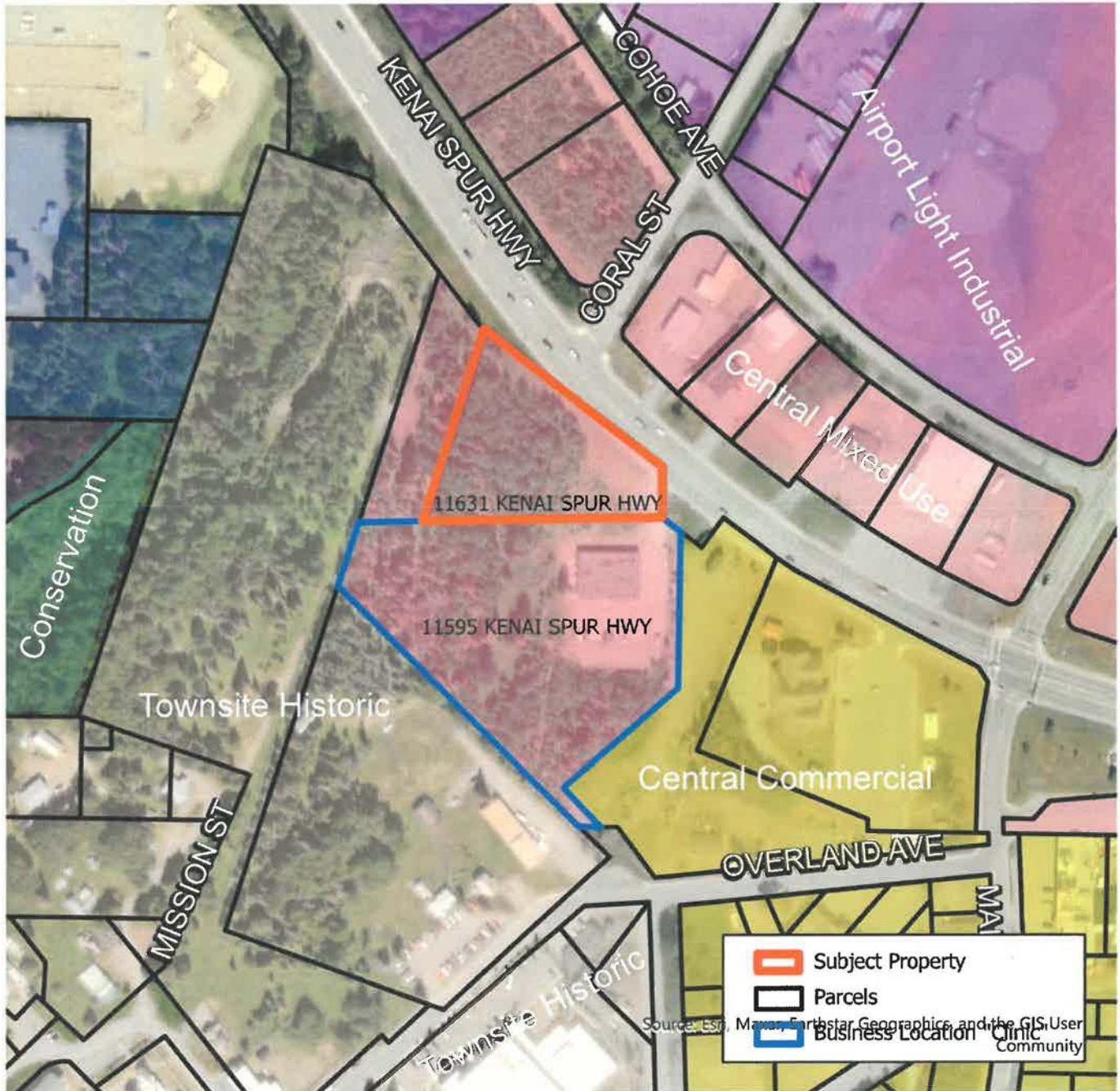
Shadura Subdivision Nichil Addition (Plat No. 2019-54)



Resolution PZ2023-25

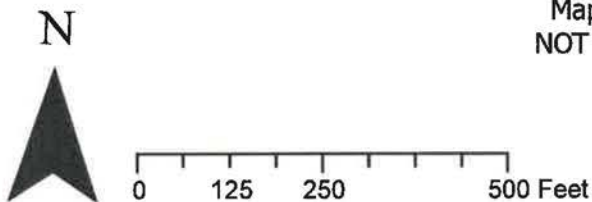
Variance Permit for Off-Premise Sign

11631 Kenai Spur Highway



Date Printed: 12/22/2023

Map for Reference Only
NOT A LEGAL DOCUMENT



Name:	Jennifer + Jason Yeoman
Mailing Address:	5130Ae Dunes Rd
City:	Kenai State: AK 99611 Zip Code:
Phone Number(s):	907 740-1217 or 907 420-7887
Email:	yellowkenaitze@hotmail.com
Name:	
Mailing Address:	
City:	State: Zip Code:
Phone Number(s):	
Email:	
Kenai Peninsula Borough Parcel # (Property Tax ID):	
Physical Address:	11595 Kenai Spur Hwy
Legal Description:	T 05N R 11W Sec 6 Seward Meridian KN 20A054
Zoning:	
Acres:	
<p>A variance permit is the relaxation of the development requirements to provide relief when the literal enforcement would deprive a property owner of the reasonable use of their real property. The requirements for a variance permit in City Code must be met for a variance to be granted.</p>	
How is this property currently being used?	Commercial
Use of surrounding property - north:	Vacant
Use of surrounding property - south:	KNA
Use of surrounding property - east:	Abandoned Commercial
Use of surrounding property - west:	Abandoned
Variance Requested for (attach additional sheets if necessary):	

Explain the special conditions or circumstances present which are peculiar to the land or structure involved which are not applicable to other land or structures in the same land use or zoning district:

We are requesting a variance so we are able to get a business sign for the business located on our property

Explain the special conditions or circumstances present that have not been caused by actions of the applicant and such conditions and circumstances do not merely constitute pecuniary (monetary) hardship or inconvenience:

Our property is located off the main road where a sign would not be seen and hope to place it near the main road, Kenai Spur

Explain how this variance will not authorize a use that is not a permitted principal use in the zoning district in which the property is located:

Explain how the variance shall be the minimum variance that will provide for the reasonable use of the land and/or structure:

We are requesting to place a temporary sign on the City's property.

Explain how the granting of a variance shall not be based upon other nonconforming land uses or structures within the same land use or zoning district:

There is no structure on the City's land that is next to ours.

AUTHORITY TO APPLY FOR A VARIANCE:

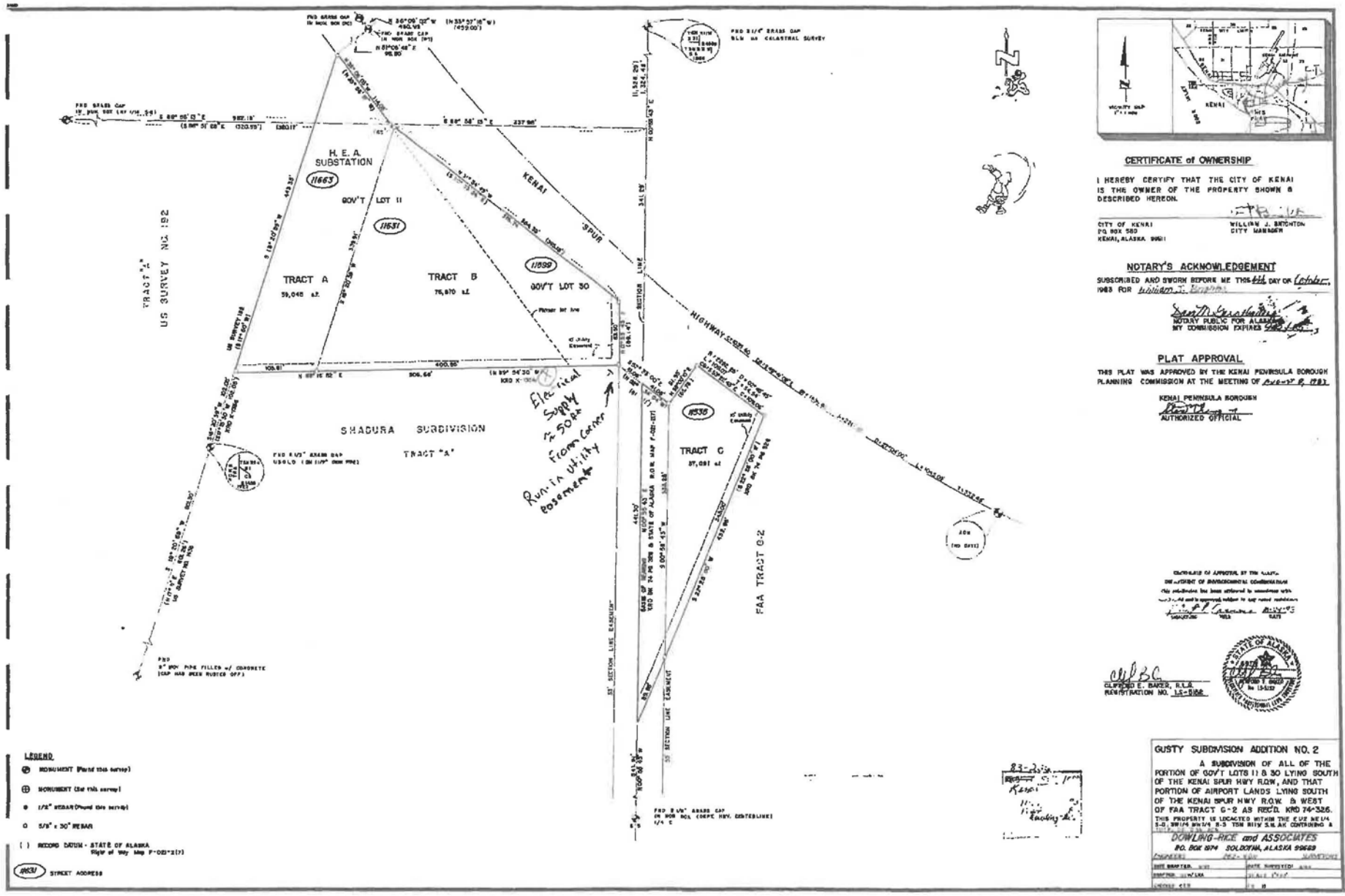
I hereby certify that (I am) (I have been authorized to act for) owner of the property described above and that I petition for a variance permit in conformance with Title 14 of the Kenai Municipal Code. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the variance. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff of the Planning and Zoning Commission for administrative reasons. I understand that a site visit may be required to process this application. City of Kenai personnel are authorized to access the above-referenced property for the purpose of processing this application.

Signature:		Date:	11/29/23
Print Name:	Jennifer Yonker	Title/Business:	Nilonil Solutions

For City Use Only

Date Application Fee Received:

PZ Resolution Number:



LEGEND

- ⊙ MONUMENT (Point this survey)
- ⊕ MONUMENT (Use this survey)
- ⊙ 1/2" IRON (Point this survey)
- 5/8" x 30" REBAR
- () RECORD DATUM - STATE OF ALASKA (State of Way Map P-001-217)
- 963V STREET ADDRESS



CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT THE CITY OF KENAI IS THE OWNER OF THE PROPERTY SHOWN & DESCRIBED HEREON.

CITY OF KENAI
P.O. BOX 583
KENAI, ALASKA 99501

WILLIAM BRINTON
CITY MANAGER

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 11th DAY OF October, 1983 FOR William J. Brinton

William J. Brinton
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 5/21/85

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF August 8, 1983.

KENAI PENINSULA BOROUGH
William J. Brinton
AUTHORIZED OFFICIAL

CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

This plat has been approved in accordance with AS 11.40 and is subject to the following conditions:

William J. Brinton
11/1/83
11/1/83
11/1/83

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
11/1/83

GUSTY SUBDIVISION ADDITION NO. 2

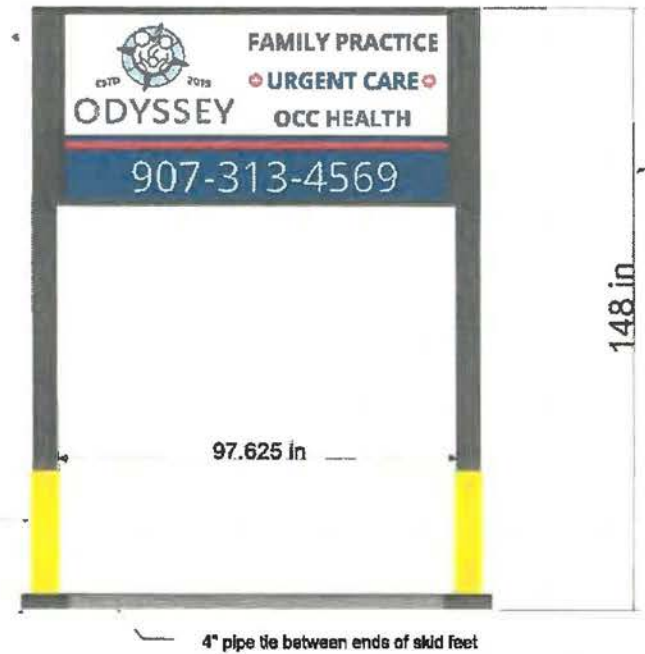
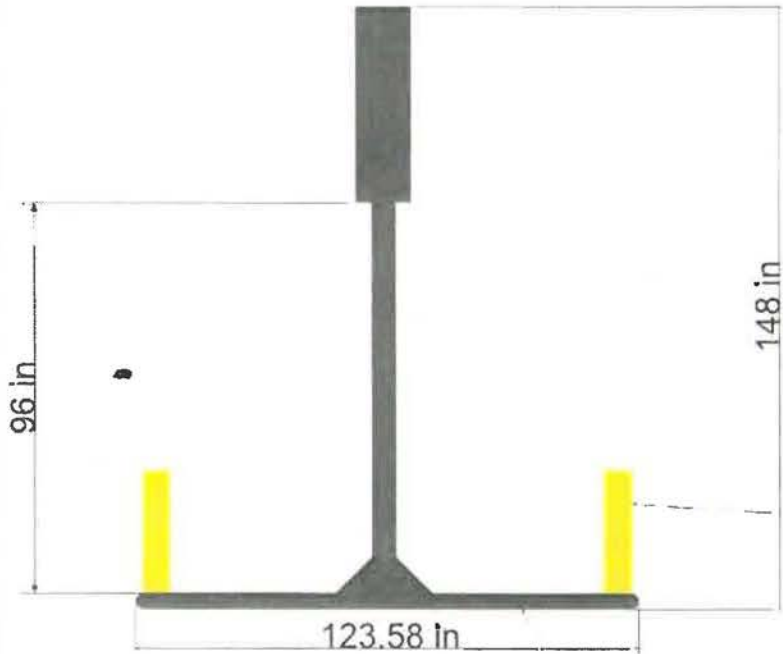
A SUBDIVISION OF ALL OF THE PORTION OF GOV'T LOTS 11 & 30 LYING SOUTH OF THE KENAI SPUR HWY ROW, AND THAT PORTION OF AIRPORT LANDS LYING SOUTH OF THE KENAI SPUR HWY ROW & WEST OF FAA TRACT G-2 AS RECORDED AND 74-256. THIS PROPERTY IS LOCATED WITHIN THE E2E ME1/4 S-10, R1/4M HWY 2-5 T10N HWY S.W. 1/4 CONTAINING A

DOWLING-RICE and ASSOCIATES
P.O. BOX 874 SODDINGTON, ALASKA 99589

APPROVED:	DATE:
DATE SUBMITTED:	DATE:
DATE:	DATE:
DATE:	DATE:

83-212
Kenai
11/1/83
11/1/83
11/1/83

6" x 6" x 1/4" x 20' TS



Bollard to protect the end of the base

4" pipe tie between ends of skid feet

4" x 12" Steel rectangle tube

Accepted as Drawn _____ Date ___/___/___

Accepted With Changes _____

Drawn 9/9/2023

2:09:11 PM



Alaska Sign Source, LLC
 50550 Kenal Spur Highway
 Kenal, Alaska 99611
 Phone/fax 907-776-8503
 kns@alaskasignsource.com
 http://www.alaskasignsource.com

PROPRIETARY INFORMATION

This document contains proprietary information and is intended only for the use of Alaska Sign Source, LLC and the client noted above. If the reader is not the intended client, you are notified that you have received this message in error and that any review, dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify Alaska Sign Source, LLC at 907-776-8503 immediately!

Linda Mitchell

From: Jennifer Showalter Yeoman <yellowkenaitze@hotmail.com>
ent: Thursday, November 30, 2023 6:44 PM
o: Linda Mitchell
c: Jason Yeoman
Subject: Variance

Follow Up Flag: Follow up
Flag Status: Flagged

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

Please include this with the information we gave you yesterday, thank you.

> To whom it may concern;

>

> We purchased the property, 11595 Kenai Spur Hwy, in 2018. It was a project we have enjoyed on many levels. The building was originally built in 1962. There was many challenges getting the buildings up to code.

>

> We house a medical facility, Odyssey Family Practice, which is a great asset for the community and provides not only medical services but employment opportunities for many people.

>

> In order for their business to allow their customers to locate their office a sign is needed. We do not have property on the street to place a sign, and are unable to have a practical place to set it.

We have looked at various options such as on our property but it is not visible for drivers to see it on one side, the other 3 sides do not have access to the road front. That has left us in a position to request a variance for 2 reasons; 1) for an off premise sign and 2) to be exempt of the 20 foot intersection requirement.

>

> We have attached the proposed sign and identified a location for you to review.

>

> We intend to meet front yard back set, and are not aware of any similar non-conforming signage in Kenai.

>

> So, with all due respect we request this variance be approved.

>

> Sincerely,

> Jennifer and Jason Yeoman

Sent from my iPhone

Prepared For:

Jared Wallace

Odyssey Family Practice

11595 Kenai Spur Hwy

Kenai, AK 99611

Alaska Sign Source LLC

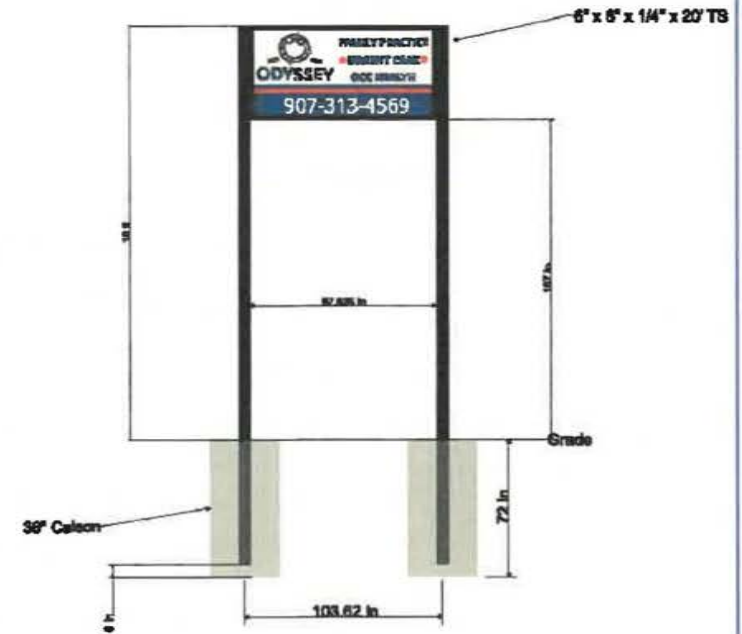
50550 Kenai Spur Hwy,


Kenai, AK 99611

(907) 776-8503



Scaling is approximate



Customer: Jared Wallace	Date/Time: 12/18/2023 2:11:58 PM	Prepared by: Doug Field		Alaska Sign Source, LLC 50550 Kendal Spur Highway Kenai, Alaska 99611 Phone/fax 907-776-8503 krs@alaskasignsource.com http://www.alaskasignsource.c	PROFANEIARY INFORMATION This document contains proprietary information and is intended only for the use of Alaska Sign Source LLC and the client named herein. If the reader is not the intended client, you are notified that you have received this message in error and that any review, dissemination, distribution, or duplication of this information in any form is strictly prohibited. If you have received this information in error, please notify us at 907-776-8503 or krs@alaskasignsource.com
Location: S:\Odyssey Family Practice	File Name: Possible sign location Rev1.fs	Sheet: 2			



Customer:
Jared Wallace

Date/Time:
12/18/2023
2:11:58 PM

Prepared by:
Doug Field

Location:
S:\Odyssey Family Practice

File Name:
Possible sign location Rev1.fs

Sheet:
2-A



Alaska Sign Source, LLC
 50550 Kenai Spur Highway
 Kenai, Alaska 99611
 Phone/fax 907-776-8503
 kfs@alaskasignsource.com
 http://www.alaskasignsource.com

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97.5 in

48 in



Customer:
Jared Wallace

Date/Time:
6/9/2023
11:52:48 AM

Prepared by:
Doug Field

Location:
S:\Odyssey Family Practice

File Name:
Possible sign location Rev1.fs

Sheet:

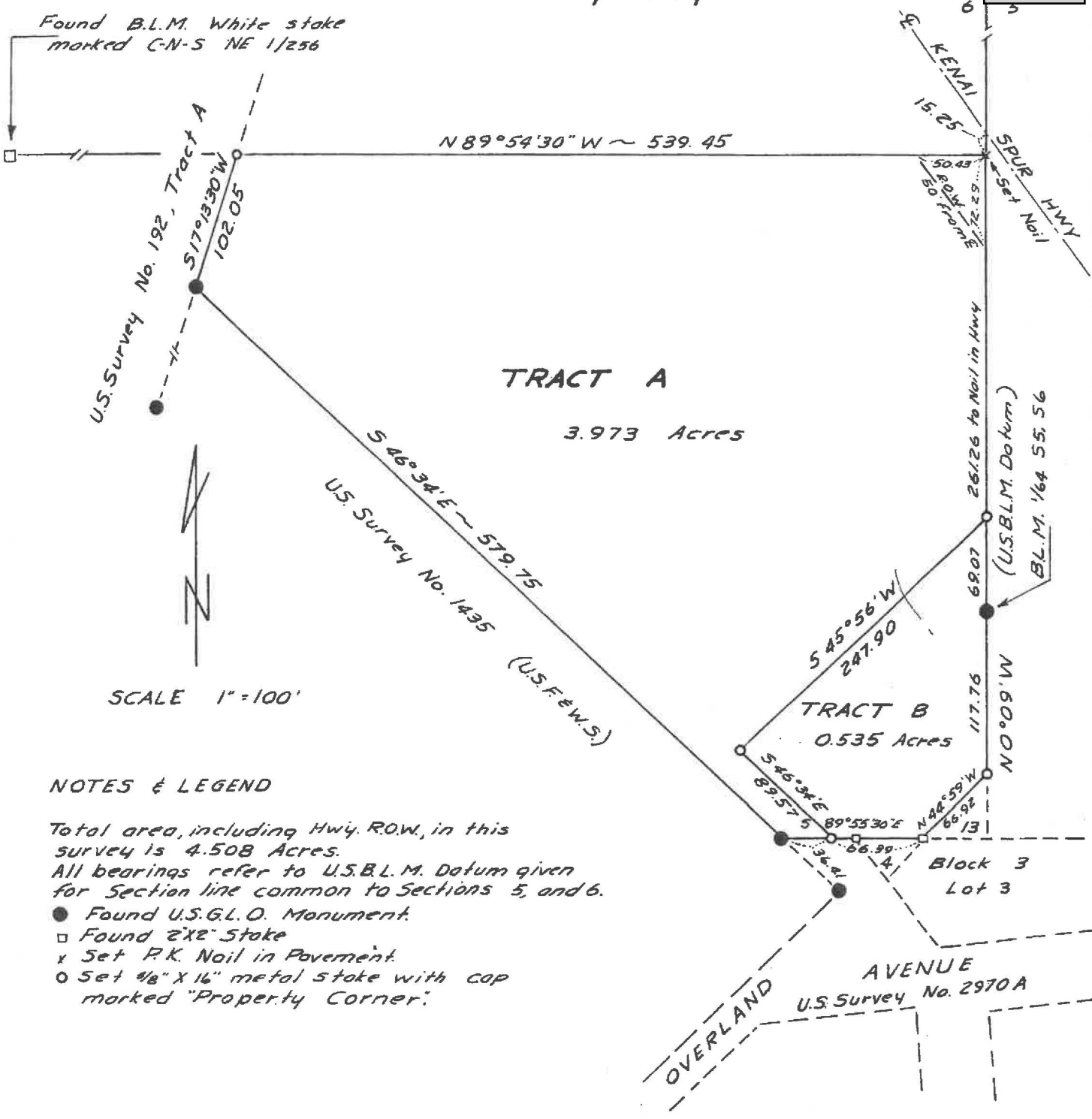


Alaska Sign Source, LLC
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K-831

U.S.G.L.O. Monu. 31



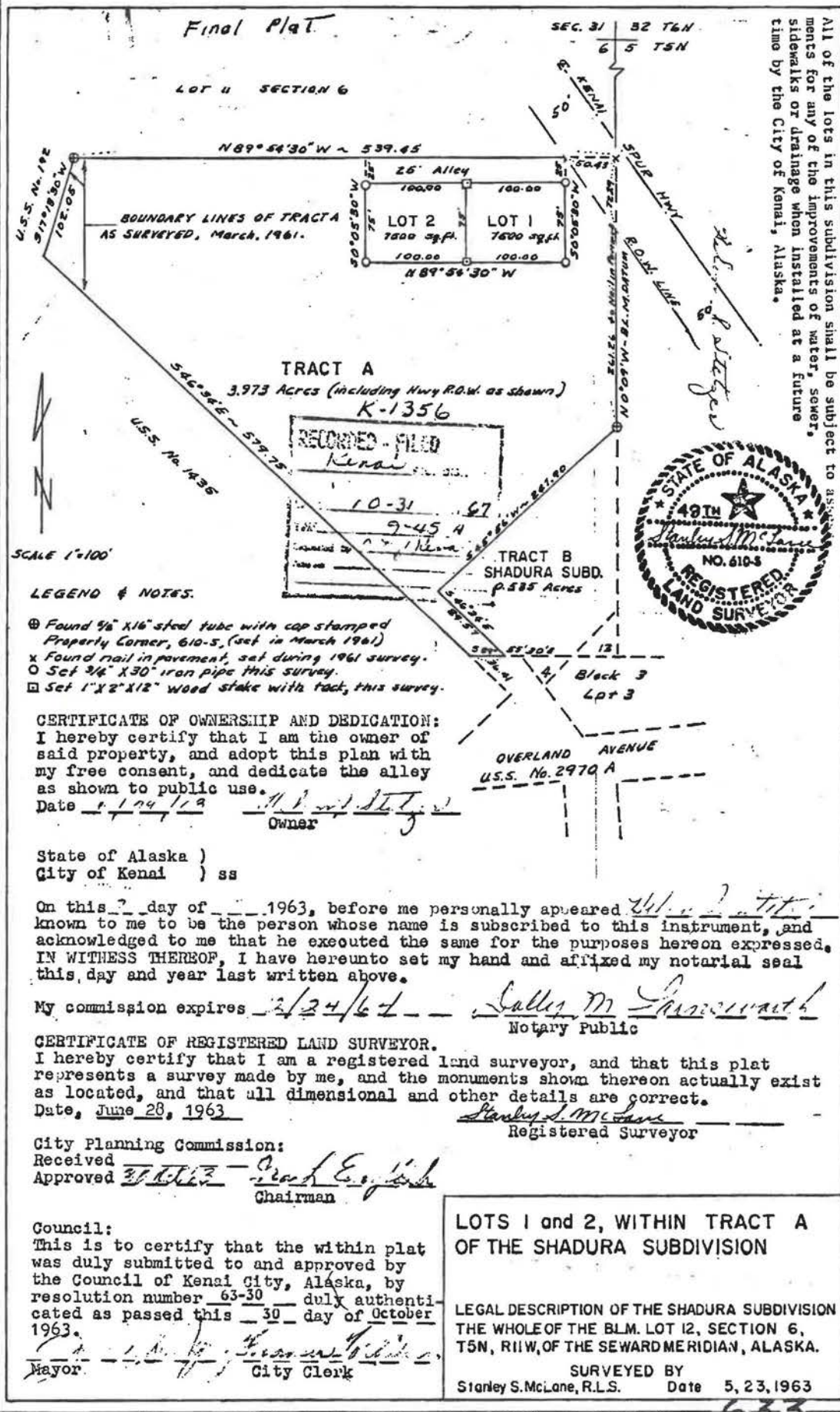
NOTES & LEGEND

- Total area, including Hwy. ROW, in this survey is 4.508 Acres.
- All bearings refer to U.S.B.L.M. Datum given for Section line common to Sections 5, and 6.
- Found U.S.G.L.O. Monument.
- Found 2"x2" Stake
- x Set P.K. Nail in Pavement.
- Set 1/8" x 16" metal stake with cap marked "Property Corner".

SHADURA SUBDIVISION	
DEVELOPED BY- PAUL P. SHADURA	
LEGAL DESCRIPTION	
THE WHOLE OF LOT 12, SECTION 6, T5N, R11W, SEWARD MERIDIAN, ALASKA.	
SURVEYED BY. STANLEY S. McLANE	Date 3-27-61
DRAWN BY. " "	Date 3-29-61
<i>Shadura Sub.</i>	

Stanley S. McLane

K-831



All of the lots in this subdivision shall be subject to assessments for any of the improvements of water, sewer, sidewalks or drainage when installed at a future time by the City of Kenai, Alaska.

SCALE 1"=100'

LEGEND & NOTES.

- ⊙ Found 3/4" x 1 1/2" steel tube with cap stamped Property Corner, 610-5. (set in March 1961)
- x Found nail in pavement, set during 1961 survey.
- Set 3/4" x 30" iron pipe this survey.
- ⊠ Set 1" x 2" x 12" wood stake with tack, this survey.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I hereby certify that I am the owner of said property, and adopt this plan with my free consent, and dedicate the alley as shown to public use.
 Date 1/29/69 Stanley S. McLane
 Owner

State of Alaska)
 City of Kenai) ss

On this 2 day of June, 1963, before me personally appeared Stanley S. McLane known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes hereon expressed. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this day and year last written above.

My commission expires 2/24/67 Stanley M. Gassman
 Notary Public

CERTIFICATE OF REGISTERED LAND SURVEYOR.

I hereby certify that I am a registered land surveyor, and that this plat represents a survey made by me, and the monuments shown thereon actually exist as located, and that all dimensional and other details are correct.
 Date, June 28, 1963 Stanley S. McLane
 Registered Surveyor

City Planning Commission:
 Received _____
 Approved Frank English
 Chairman

Council:
 This is to certify that the within plat was duly submitted to and approved by the Council of Kenai City, Alaska, by resolution number 63-30 duly authenticated as passed this 30 day of October 1963.
Stanley S. McLane Mayor
Frank English City Clerk

LOTS 1 and 2, WITHIN TRACT A OF THE SHADURA SUBDIVISION

LEGAL DESCRIPTION OF THE SHADURA SUBDIVISION THE WHOLE OF THE BLM. LOT 12, SECTION 6, T5N, R11W, OF THE SEWARD MERIDIAN, ALASKA.

SURVEYED BY
 Stanley S. McLane, R.L.S. Date 5, 23, 1963

633

**KENAI COUNCIL ON AGING – REGULAR MEETING
FEBRUARY 8, 2024 – 3:00 P.M.
KENAI SENIOR CENTER
361 SENIOR CT., KENAI, AK 99611
CHAIR KEN AYERS, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Council on Aging was held on February 8, 2024, at the Kenai Senior Center, Kenai, AK. Chair Ayers called the meeting to order at approximately 3:00 p.m.

1. Pledge of Allegiance

Chair Ayers led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Ken Ayers, Chair
Velda Geller
Frances Kilfoyle
Jim Glendening

Rachael Craig, Vice Chair
William Sadler
Kit Hill

A quorum was present.

Absent:

Barbara Modigh

Also in attendance were:

Kathy Romain, Senior Center Director
Red Piersee, Senior Center Administrative Assistant
Kayla Feltman, Senior Center Volunteer/Activities Coordinator
James Baisden, City Council Liaison
Terry Eubank, City Manager
Scott Bloom, City Attorney

3. Agenda Approval

MOTION:

Vice Chair Craig **MOVED** to approve the agenda as presented. Member Hill **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. January 16, 2024

MOTION:

Member Hill **MOVED** to approve the January 16, 2024 Council on Aging minutes. Vice Chair Craig **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

- 1. **Discussion/Recommendation** - Recommendations to Council for Adoption of a New Section of Kenai Municipal Code Titled Council on Aging Commission, and Amendments to Chapter 1.90 Standards for Boards, Commissions and Committees.

MOTION:

Vice Chair Craig **MOVED** to recommend that the City adopt a new section of Kenai Municipal Code, proposed amendments to KMC 1.90 and the Council on Aging Bylaws as provided in the packet. Member Glendening **SECONDED** the motion.

Director Romain gave a staff report from information provided in the packet; additional clarification was provided by City Manager Eubank and City Attorney Bloom.

Discussion ensued; members spoke in support.

UNANIMOUS CONSENT was requested on the motion.

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

- 2. **Discussion/Recommendation** – Recommendations to Council for Amendments to Council on Aging Bylaws.

Approved during the previous agenda item.

G. REPORTS

- 1. Senior Center Director – Director Romain and Assistants Piersee and Feltman reported on the following:
 - Upcoming March for Meals Fundraiser event.
 - Cabinets have been added to the Senior Center craft room.
 - City Departments are preparing for the upcoming budget process.
 - Member surveys will be coming out in March; feedback from these surveys is important for Senior Center programs.
 - Upcoming Superbowl party at the Senior Center.
- 2. Commission Chair – Chair Ayers recognized new members Glendening, Sadler and Hill; asked for feedback on changes members would like to see regarding senior housing.
- 3. City Council Liaison – Council Member Baisden reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – March 14, 2024

J. COMMISSION QUESTIONS AND COMMENTS

K. ADJOURNMENT

L. INFORMATIONAL ITEMS – None.

There being no further business before the Council on Aging, the meeting was adjourned at 3:30 p.m.

I certify the above represents accurate minutes of the Council on Aging meeting of February 8, 2024.

Meghan Thibodeau
Deputy City Clerk

DRAFT

**KENAI AIRPORT COMMISSION – REGULAR MEETING
FEBRUARY 8, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR GLENDA FEEKEN, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Airport Commission was held on February 8, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at approximately 6:10 p.m.

1. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Glenda Feeken, Chair
Joshua Daily

Paul Minelga, Vice Chair

A quorum was not present.

Absent:

James Zirul
Jacob Caldwell

James Bielefeld
Dan Pitts

Also in attendance were:

Derek Ables, Airport Manager
Sarah Conley, Airport Administrative Assistant
Henry Knackstedt, City Council Liaison
Terry Eubank, City Manager
Shellie Saner, City Clerk

3. Agenda Approval

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS

D. APPROVAL OF MINUTES

1. January 11, 2024

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. **Discussion/Recommendation** - Recommendations to Council for Changes to Kenai Municipal Code Chapter 21.20 Airport Commission, and Chapter 1.90 Standards for Boards, Commissions and Committees.
2. **Discussion/Recommendation** – Recommendation to Council to Change the Location of Airport Commission Regular Meetings to Kenai City Hall Council Chambers.

3. **Discussion/Recommendation** – Recommending Council Authorization of a Memorandum of Agreement with Greatland Consulting and Training LLC for Use of the Alaska Regional Fire Training Facility.
4. **Discussion/Recommendation** – Recommending Council Award a Repair and Maintenance Services Contract for Security Guard Services at the Kenai Municipal Airport.
5. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport.
6. **Discussion** – Airport Budget Goals

G. REPORTS

1. Airport Manager
2. Commission Chair
3. City Council Liaison

H. ADDITIONAL PUBLIC COMMENTS

I. NEXT MEETING ATTENDANCE NOTIFICATION – March 14, 2024

J. COMMISSION QUESTIONS AND COMMENTS

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Administrative Assistant Report: Terminal Vehicle Parking Revenues, Tower Airport Operations Counts, Air Carrier Enplanements
2. Current Airport Agreements

Due to lack of a quorum, the meeting was adjourned at approximately 6:12 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of February 8, 2024.

Meghan Thibodeau
Deputy City Clerk

**KENAI HARBOR COMMISSION – REGULAR MEETING
FEBRUARY 12, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR LISA GABRIEL, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Harbor Commission was held on February 12, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Chair Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Lisa Gabriel, Chair
David Peck
John Coston

Jeanne Reveal, Vice Chair
Matthew Moffis

A quorum was present.

Also in attendance were:

Scott Curtin, Public Works Director
Lisa List, Public Works Administrative Assistant
Victoria Askin, City Council Liaison
Terry Eubank, City Manager
Shellie Saner, City Clerk
Linda Mitchell, Planning Director

3. Agenda Approval

MOTION:

Commissioner Peck **MOVED** to approve the agenda as presented. Vice Chair Reveal **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

- 1. November 6, 2023
- 2. January 8, 2024

MOTION:

Commissioner Peck **MOVED** to approve the November 6, 2023 and January 8, 2024 Harbor Commission minutes. Commissioner Reveal **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. **Discussion/Recommendation** - Recommending City Council Adoption of Proposed Amendments to KMC Chapter's 11.10 Harbor Commission and KMC 1.90 Standard Procedures for Boards, Commissions and Committees.

MOTION:

Commissioner Coston **MOVED** to recommend that the City Council adopt the proposed amendments to KMC Chapter 11.10 and Chapter 1.90 as provided in attachment A in the packet. Vice Chair Reveal **SECONDED** the motion.

City Manager Eubank and City Clerk Saner gave a staff report from information provided in the packet.

VOTE:

YEA: Gabriel, Reveal, Peck, Moffis, Coston

NAY: None

MOTION PASSED UNANIMOUSLY.

2. **Discussion/Recommendation** - Recommending City Council Enact Ordinance 3391-2024 - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use.

MOTION:

Vice Chair Reveal **MOVED** to recommend City Council enactment of Ordinance No. 3391-2024. Commissioner Peck **SECONDED** the motion.

Commissioner Moffis declared a possible conflict of interest, stating that he owns property in the area affected. Chair Gabriel ruled that there was a conflict, and recused Commissioner Moffis from deliberation and voting.

Commissioner Costin declared that he serves on both the Harbor Commission and Planning & Zoning Commission, but that his vote this evening would be in regards to how this item relates to his role as a member of the Harbor Commission.

Planning Director Mitchell gave a staff report from information provided in the packet.

VOTE:

YEA: Gabriel, Reveal, Peck, Moffis, Coston.

NAY: None.

MOTION PASSED UNANIMOUSLY.

3. **Discussion/Recommendation** - Recommending City Council Enact Ordinance 3392-2024 - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District.

MOTION:

Commissioner Peck **MOVED** to recommend City Council enactment of Ordinance No. 3392-2024. Vice Chair Reveal **SECONDED** the motion.

Commissioner Moffis declared a possible conflict of interest, stating that he owns property in the area affected. Chair Gabriel ruled that there was a conflict, and recused Commissioner Moffis from deliberation and voting.

Commissioner Costin declared that he serves on both the Harbor Commission and Planning & Zoning Commission, but that his vote this evening would be in regards to how this item relates to his role as a member of the Harbor Commission.

Planning Director Mitchell gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

G. REPORTS

1. Public Works Director – Director Curtin reported on the following:
 - The US Army Corps of Engineers has awarded a contract for the Kenai Bluff Bank Stabilization Project to Western Marine Construction Inc.
2. Commission Chair – Chair Gabriel thanked staff.
3. City Council Liaison – Council Member Askin reported on recent City Council actions.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – March 11, 2024

J. COMMISSION QUESTIONS AND COMMENTS

Commissioners Coston thanked staff for the proposed code modifications.

Commissioner Peck thanked staff for the presentations.

Commissioner Moffis thanked staff

K. ADJOURNMENT

L. INFORMATIONAL ITEMS – None.

There being no further business before the Harbor Commission, the meeting was adjourned at 6:18 p.m.

I certify the above represents accurate minutes of the Harbor Commission meeting of February 12, 2024.

Meghan Thibodeau
Deputy City Clerk

**KENAI PARKS & RECREATION COMMISSION – REGULAR MEETING
FEBRUARY 1, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
VICE CHAIR SOVALA KISENA, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Parks & Recreation Commission was held on February 1, 2024, in the Kenai City Council Chambers, Kenai, AK. Vice Chair Kisena called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

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

2. Roll Call

There were present:

Sovala Kisena, Vice Chair
Kyle Graham
Michael Bernard

Nigel LaRiccia
Jennifer Joanis
Charlie Stephens

A quorum was present.

Absent:

Grant Wisniewski, Chair

Also in attendance were:

Tyler Best, Parks & Recreation Director
Jenna Brown, Parks & Recreation Assistant Director
Terry Eubank, City Manager
Shellie Saner, City Clerk

3. Agenda Approval

MOTION:

Commissioner Joanis **MOVED** to approve the agenda as presented. Commissioner Stephens **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF ACTION MINUTES

1. January 4, 2024

MOTION:

Commissioner Joanis **MOVED** to approve the January 4, 2024 Parks & Recreation Commission minutes. Commissioner LaRiccia **SECONDED** the motion.

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

E. UNFINISHED BUSINESS

- 1. **Discussion/Recommendation** - Recommendations to Council for Changes to Kenai Municipal Code Chapter 19.05 Parks and Recreation Commission, and Chapter 1.90 Standards for Boards, Commissions and Committees.

MOTION:

Commissioner Stephens **MOVED** to recommend City Council approval of the changes to Kenai Municipal Code Chapter 19.05 Parks and Recreation Commission, and Chapter 1.90 Standards for Boards, Commissions and Committees. Commissioner Joanis **SECONDED** the motion.

Director Best gave a staff report from information provided in the packet; City Clerk saner clarified the intent of the changes.

Discussion ensued; Commissioner Joanis and Vice Chair Kisena spoke in support.

UNANIMOUS CONSENT was requested on the motion.

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

F. NEW BUSINESS

G. REPORTS

- 1. Parks & Recreation Director – No report.
- 2. Commission Chair – No report.
- 3. City Council Liaison – No report.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – March 7, 2024

Commissioner Stephens noted he would be absent.

J. COMMISSION QUESTIONS AND COMMENTS – None.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS – None.

There being no further business before the Parks & Recreation Commission, the meeting was adjourned at 6:11 p.m.

I certify the above represents accurate minutes of the Parks & Recreation Commission meeting of February 1, 2024.

Meghan Thibodeau
Deputy City Clerk

**KENAI BEAUTIFICATION COMMITTEE – SPECIAL MEETING
FEBRUARY 13, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR SARAH DOUTHIT, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Special Meeting of the Beautification Committee was held on February 13, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Douthit called the meeting to order at approximately 6:10 p.m.

1. Pledge of Allegiance

Chair Douthit led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sarah Douthit, Chair
Sonja Barbaza

Emily Heale, Vice Chair
Terri Wilson (*remote participation*)

A quorum was present.

Absent:

Christina Warner, Vice Chair

Brittney Hoffert

Also in attendance were:

Tyler Best, Parks & Recreation Director
Jenna Brown, Parks & Recreation Assistant Director
Phil Daniel, City Council Liaison
Terry Eubank, City Manager
Shellie Saner, City Clerk

3. Agenda Approval

MOTION:

Committee Member Heale **MOVED** to approve the agenda as presented. Committee Member Barbaza **SECONDED** the motion.

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

B. NEW BUSINESS

- 1. Discussion/Recommendation** - Recommendations to Council for Adoption of a New Section of Kenai Municipal Code Titled Beautification Commission, and Amendments to Chapter 1.90 Standards for Boards, Commissions and Committees.

MOTION:

Committee Member Heale **MOVED** to recommend that the City Council adopt of a new section of Kenai Municipal Code titled Beautification Commission, and amendments to Chapter 1.90 Standards for Boards, Commissions and Committees. Committee Member Barbaza **SECONDED** the motion.

City Clerk Saner and City Manager Eubank gave a staff report from information provided in the packet.

Discussion ensued; additional clarification was provided by City Clerk Saner. Members spoke in support.

VOTE:

YEA: Douthit, Heale, Wilson, Barbaza

NAY: None

ABSENT: Warner, Hoffert

MOTION PASSED WITHOUT OBJECTION.

C. ADDITIONAL PUBLIC COMMENTS – None.

D. NEXT MEETING ATTENDANCE NOTIFICATION – March 12, 2024 Work Session

It was noted that a work session had tentatively been set for March 12, 2024. Members noted they would not be available, and the meeting was rescheduled to April 9, 2024.

E. COMMISSION QUESTIONS AND COMMENTS

Committee Member Barbaza expressed appreciation for the efforts of staff.

Committee Member Heale expressed appreciation for the previous meeting and efforts of staff.

Chair Douthit said she was excited for the direction of the commission.

F. ADJOURNMENT

There being no further business before the Beautification Committee, the meeting was adjourned at 6:26 p.m.

I certify the above represents accurate minutes of the Beautification Committee special meeting of February 13, 2024.

Meghan Thibodeau
Deputy City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: February 9, 2024
SUBJECT: **Airport Mid-month Report January 2024**

Alaska Regional Fire Training Facility – A tour was held on January 27th, 2024.

Monthly Progress Meeting- A monthly meeting was restarted with the FAA, Public Works, Finance, and the Airport to discuss grants on January 9th, 2024.

In-house Activities

- The RFP process took place throughout January for Security Services at the Airport. A meeting was held on January 12th for potential proposers.
- We are parking equipment in and using the sand storage building now. The final inspection still needs to take place.
- The new rental car contracts began, the spaces were spruced up, and Budget and Avis traded rental counters.
- The open airline counter space was painted and repaired. It is ready for a new tenant.
- On January 31st, 2024 the RFPs were posted for a restaurant and bar/lounge.
- The Airport met with representatives from Grant on January 3rd, 2024 to discuss leasing the open airline exclusive use space and alternative options for apron parking. Grant will be renting 2607 sq. feet of exclusive use space while they transition into the old Ravn counter. They will also be renting 31,755 of apron space. Airport management, Kenai Aviation, and Grant have worked closely to develop a parking diagram that is in the best interest of everyone. The parking position will reduce propwash effects.



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubanks, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Jessica “JJ” Hendrickson, Animal Control Chief
DATE: February 8, 2024
SUBJECT: January 2024 Monthly Report

This month the Kenai Animal Shelter took in **45** animals. Animal intake and disposition:

DOGS:				
	INTAKE	27	DISPOSITION	20
	Waiver	18	Adopted	9
	Stray	7	Euthanized	3
	Impound	0	Claimed	2
	Protective Custody	2	Field Release	0
	Quarantine	0	Transferred	6
	Other Intakes	0	Other Dispositions	0
CATS:				
	INTAKE	17	DISPOSITION	9
	Waiver	10	Adopted	7
	Stray	7	Euthanized	2
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0
	Other Intakes	0	Other Dispositions	0

OTHER ANIMALS:				
INTAKE			DISPOSITION	
Guinea Pig	1		Rabbit	0
Rabbit	0		Bird	0
Other	0		Guinea Pig	1
DOA:		3	OTHER STATISTICS:	
Dog	2		Licenses (City of Kenai Dog Licenses)	71
Cat	1		Rabies Clinic	0
Rabbit	0			

- 1** Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 18** Field Investigations & patrols
- 10** Volunteer Hours Logged
- 0** Citations
- 2** Educational Outreach
- 0** Microchip
- Total Animal Contacts:
- 22** Animals are *known* borough animals
- 20** Animals are *known* City of Kenai
- 2** Animals are *known* City of Soldotna
- 0** Animals are *unknown* location

- Statistical Data:
- 37** 2022 YTD Intakes
 - 34** 2023 YTD Intakes
 - 45** 2024 YTD Intakes





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: February 13, 2024

SUBJECT: **Finance Department Mid-Month Report – January 2024**

The FY24 Budget is now a major focus of the department with budget information being received from Departments. The Council is scheduled to receive its first draft of the FY2024 budget in April. There is much work to be done by all City departments over the next couple of months.

We continue to work with the auditors on finalizing the FY23 financials, expecting to have it completed by month end.

The review of the RFP's for the Cybersecurity evaluation are complete and the details of the contract are currently being finalized with the selected vendor.

Our new controller Czarina "Reena" Voivedich joined us February 12th.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tony Prior, Fire Chief

DATE: February 13, 2024

SUBJECT: Fire Department Mid-Month Report – January.

January, 2024 calls for service increased in comparison from 2023 calls, as we begin with a very busy January. Here are the calls for service break down. We required 1 mutual aid request from Nikiski Fire Department (NFD) in January.

January	2023	2024	% change
Month totals	110	145	31.8%
EMS	80	103	28.8%
All Other	30	42	40.0%
Year total	110	145	31.8%

Training:

- EMT III's continued training on transition to AEMT. Half of the group completed practical testing with the other portion of the group testing at the end of February.
- Monthly ARFF training for all shifts.
- Elevated roof operations, victim ladder rescue, and other interior fire operations were conducted at the Alaska Regional Fire Training Center.

Projects/Grants:

- Budget preparation began for upcoming FY25.
- We have the majority of work on Supplemental Emergency Medical Transport (SEMT) for FY23 completed and are waiting for our Comprehensive Annual Financial Report to come back from the auditors to complete actual numbers in some areas of the SEMT report.
- VFA Grant was completed and we submitted for Forestry Hose, valves and nozzles to assist in Wildland Firefighting Operations.
- Quarterly reports were completed and submitted for the following grants: State Forestry Phase I CWPP, USDA CWPP, Healthy and Equitable Communities grant.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: February 6, 2024
SUBJECT: **Human Resources Activity – January 2024**

Recruitment

Human Resources worked with Parks and Recreation Department to hire a Recreation Center Worker and a Laborer. Human Resources is working with the Kenai Police Department to recruit for a Public Safety Dispatcher and a Police Officer. An above average number of applications have been received for the Dispatcher, and applications are trending on track for the Officer. Public Works is currently recruiting for the Building Official position and the Fire Department is recruiting for a firefighter. Applications are on track for the building official and currently trending low for the firefighter position.

An analysis of recruitment for last year shows the City of Kenai has an average time to hire of 30.8 days in 2023 (measured from the time someone applies for a position to the time a job offer is made). Additionally, the average time to fill positions was 72.2 days (this is the time from when a job is first posted to the start date of the employee).

Safety

There were no accidents or worker's comp claims reported for the month of January.

Special Projects

Human Resources introduced the Recruitment Guidebook for supervisors to Department Heads in January. This resource will help hiring managers to improve efficiency in hiring and ensure compliance with Kenai Municipal Code. Standardizing recruitment processes will promote consistency in hiring and facilitate the selection of suitable candidates for open positions.

Human Resources continues to work with Administration and McGrath Human Resources on a classification and compensation study. A timeline has been established with a goal to provide recommendations to the Council by March.



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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Katja Wolfe, Library Director

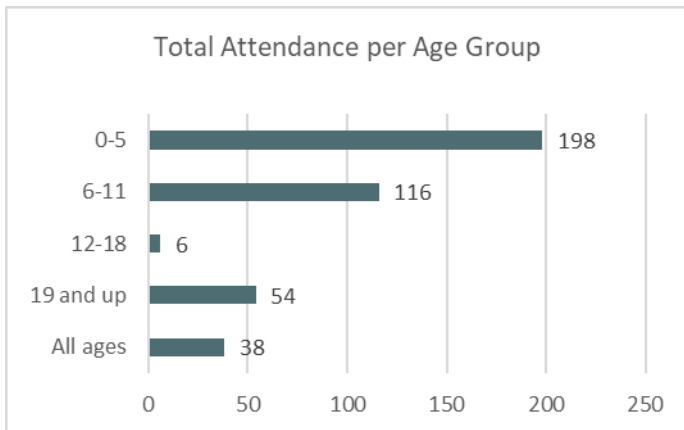
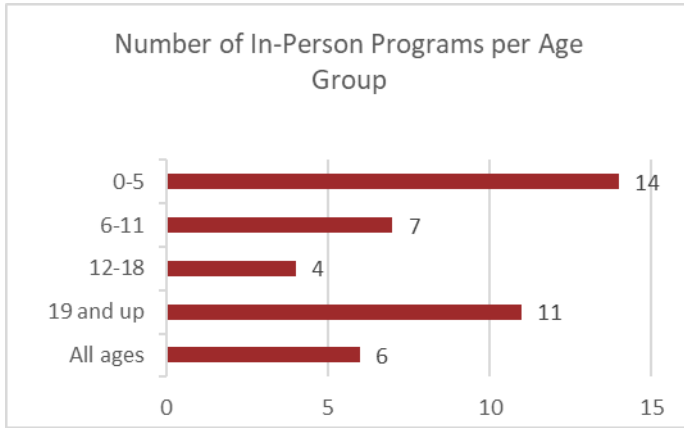
DATE: February 12, 2024

SUBJECT: Library Report for January 2024

JANUARY 2024 AT A GLANCE

Items Borrowed	Jan-23	Jan-24	2024 YTD
Physical	6,168	6,273	6,273
Digital	1,617	1,956	1,956
Services			
New Memberships	63	64	64
Room Reservations	124	133	133
Programs			
Number of Programs	35	42	45
Program Attendance	365	412	412
Technology Sessions			
Computer sessions	480	553	553
WiFi Sessions	10,461	5,322	5,322
Early Literacy Station Sessions	257	398	398

JANUARY 2024 PROGRAMMING



HIGHLIGHTS

Kids

- 12 Story Times – 166 participants
- 4 Lego® Clubs – 86 participants
- 2 American Girl Club – 30 participants
- Little Crafts – 26 participants

Teens

- Teen D&D – 5 participants

Adults

- 5 Tech Times – 11 participants
- Easy Biscuits – 9 participants
- 2 Escape Rooms – 17 participants
- 2 craft programs—14 participants

All Ages

- 5 Chess Clubs—28 participants
- Holiday Thank You cards – 10 participants

JANUARY 2024 SERVICE HIGHLIGHTS

- Our study and conference rooms were used by 133 individuals/groups for a total of 266 hours.
- New collection alert: We launched our Tonies® collection and snowshoe kits in January. They are so popular that we are considering purchasing additional kits to meet the demand.
- Our first Reading Dogs event was a smashing success. Twenty-six patrons attended. Reading Dogs is a program where children can sign up to read with a certified therapy dog, making it a fun way for children to practice oral fluency, build self-esteem, and to foster a love of reading.





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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: February 12th, 2024

SUBJECT: **Mid-Month Report-January**

During the month of January, there was very little snow, and the weather was very cold. The Parks and Recreation Staff was able to keep the ski trails groomed, the Muni Park walking trails cleared, and Daubenspeck Pond cleared and maintained for ice skating. Weekly updates for trail conditions are posted on the city’s website and on Parks and Recreation’s Facebook page (see below).

Kenai City League Basketball started in January at the Kenai Rec Center. 8 teams have signed up, and they play on Monday and Tuesday nights. Open adult dodgeball has been added at the Rec Center on Thursday nights, and it has brought in a large crowd of community members.

Peninsula Winter Games took place on the Peninsula in January, and the Kenai Multi-purpose Facility was busy with teams from all over the state. Unfortunately, due to the cold weather, the ski meets at the Kenai Trails had to be canceled.

Kenai Rec. Center Visits-January

Weight Room/Cardio Room	1650
Racquetball	12
Walleyball	134
Shower/Sauna	0
Gymnasium	1644
Other	0
Gym Rental Visits	300
Total Number of Visits	3744

Picture of the Kenai Parks and Recreation trails update

Trails

Update:

(01/05/2024) Classic Tracks are set on the Ski Trails, providing excellent conditions for skiing. The trails are in good shape overall and are suitable for use. The Municipal Park walking trails are also in good condition, offering decent traction for walking activities.

The graphic features a teal background. At the top left, the text "Kenai Trails Update" is written in large white font. To the right, the date "01/05/2024" is displayed above the Kenai City logo, which consists of a stylized fish-like shape in blue and red above the word "KENAI" in yellow. Below this, two side-by-side photographs show snowy trails: the left one is a wide, groomed ski trail with tracks, and the right one is a narrower walking path through a wooded area. At the bottom, a white bar contains the text "Report Conditions & Hazards!" and an orange bar contains an envelope icon and the email address "Parks@kenai.city".





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Linda Mitchell, Planning Director

DATE: February 12, 2024

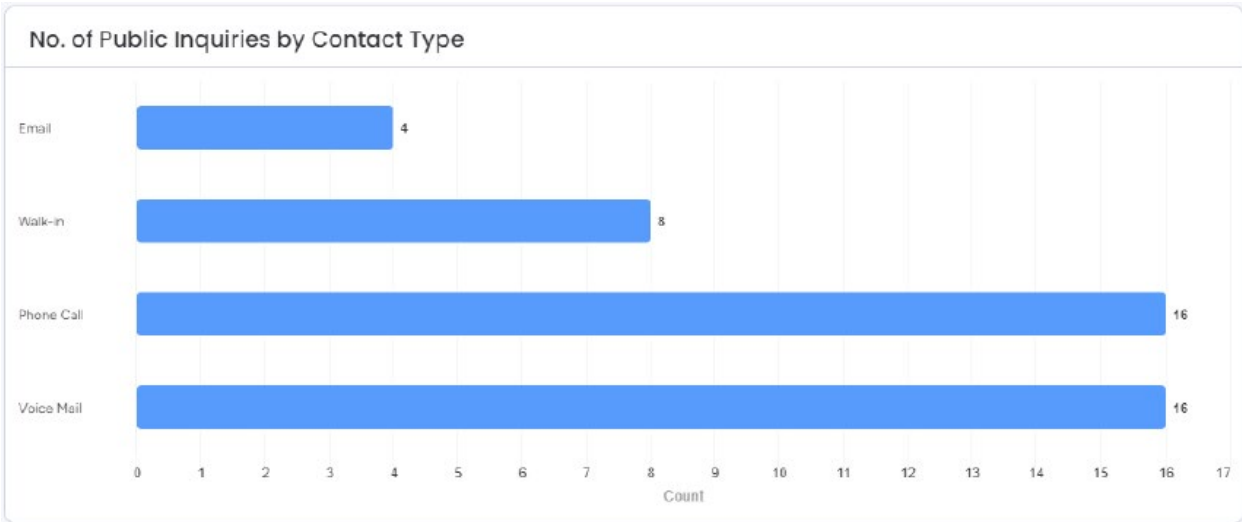
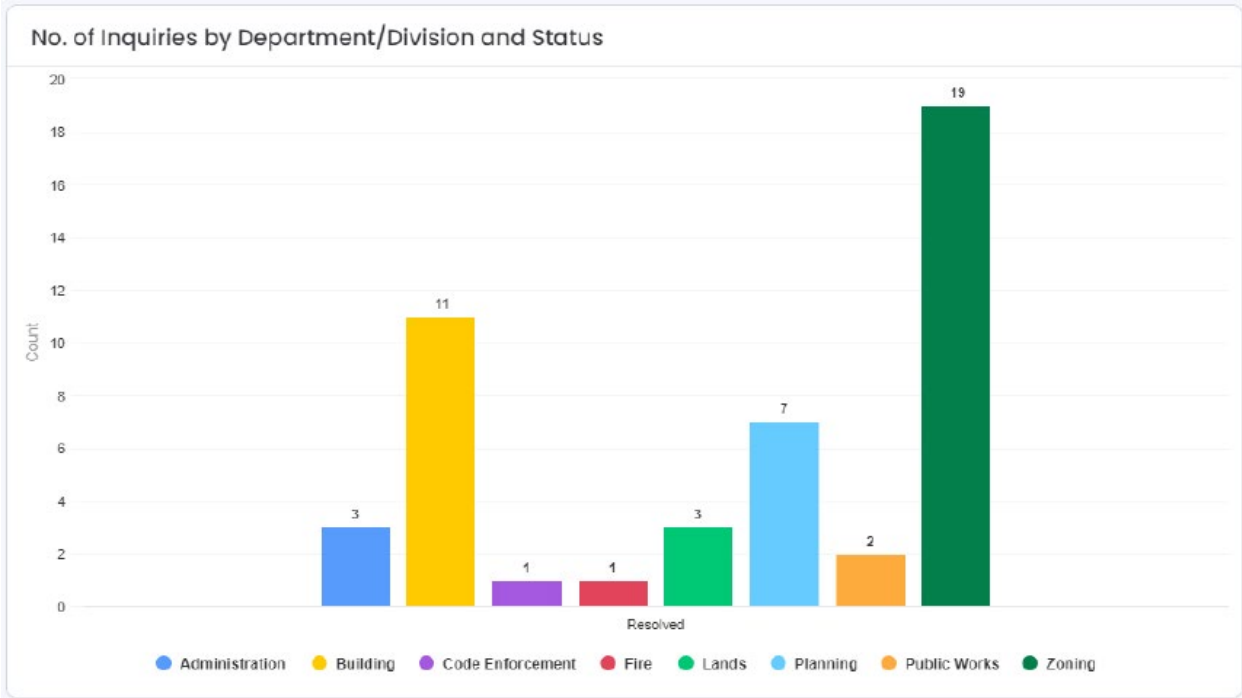
SUBJECT: **Planning and Zoning – January 2023 Monthly Report**

General Information

- P&Z Department will be participating in the Annual KCHS Job Shadow Program.
- Brandon McElrea has accepted the Planning Technician position and he will start on Monday, February 26th.
- Staff was a guest speaker at The Kenai Peninsula Association of REALTORS® monthly meeting giving a presentation on the *Understanding the Basics of Land Use and Development in City of Kenai*.
- The City’s Interactive (GIS) Map webpage has been updated with a new look and updated parcel data. Outdated interactive maps have been removed with the goal of updating the information before making it accessible to the public. Staff is working with other departments to improve their processes through the use of GIS mapping.
- A new Zoning Verification Request form has been added to the Planning and Zoning’s webpage located on the left menu bar. This is a great resource for the community.

Public Inquiries

Average Days to Respond to a Public Inquiry	No. of Public Inquiries
<h1>1.977</h1>	<h1>44</h1>



Application Summary

Staff is working on creating a database to track applications and statuses, similar to the public inquiries report—to create a benchmark/baseline for department goals. The goal is providing a similar report as the public inquires by next month. Staff greatly appreciates your patience and understanding.

Code Enforcement and Compliance

In January, Planning and Zoning received one (1) new complaints and three (3) cases were closed. There is a cumulative total of 21 open cases.



Due to other priority projects, staff has delayed the implementation of the code enforcement solution. It is anticipated that a kick-off meeting will be scheduled within the next two (2) weeks.

Planning and Zoning Commission

One (1) public meeting was held in the month of January.

- **Resolution PZ2024-01** – Recommended Approval for Preliminary Plat – 5 D Subdivision for a Replat of Government Lot 170 in the General Commercial (CG) Zoning District.
- **Resolution PZ2024-02** – Recommended Approval for Preliminary Plat – Cinderella Subdivision Glover Replat for a Parcel Merger of Lot 1A, Enchanted Forest 2011 Replat and Lot 6, Cinderella Subdivision in the Rural Residential 1 (RR-1) Zoning District.





MEMORANDUM

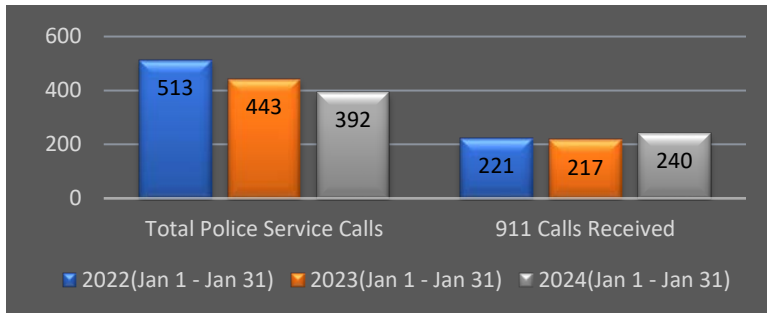
TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Ben Langham, Acting Police Chief
DATE: February 9, 2024
SUBJECT: **Police & Communications Department Activity – January 2024**

Police handled 392 calls for service in January. Officers made 29 arrests. Traffic enforcement resulted in 253 traffic contacts with 52 traffic citations issued and there were 2 DUI arrests. There were 33 reported motor vehicle collisions in January. There were seven collisions involving animals and one collision was a hit and run.

The Department briefly filled the police officer vacancy, however the officer resigned within the first few weeks of employment. One Dispatcher and one Police Officer position remain vacant and recruitment for that position is underway.

KPD began a pilot training program in which each officer is required to teach a 10-15 mini-course to other officers on job-related topics. This program will be evaluated after six months to determine continued viability. One new dispatcher continued in field training through the month of January.

In early January, Sgt. Ryan Coleman began attending the FBI National Academy.





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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: February 2024
SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

Airport Fund Projects:

- Kenai Municipal Airport Runway Rehabilitation Project – This project known as Task 4 within HDL Engineering Consultants LLC term service agreement with the City shall provided an initial assessment of the current condition of the airport runway. This included geotech work, coring numerous locations of the runway. On August 4th, 2021 HDL Engineering and staff successfully completed geotech borings of the runway after hours. On October 13th, 2021 HDL Engineering, City staff and the FAA discussed the findings of the geotech report. On December 6, 2021 the City received the draft Engineer’s Design Report (EDR) along with the draft Geotechnical Report. Ordinance 3278-2022 was approved on April 20th, 2022 to secure HDLs services through Bid Phase with a contract amendment of \$781,833 executed on May 6, 2022, bringing the total cost of design to \$1,031,833. Project was stalled at 35% Design as Environmental Compliance requirements were being clarified. Project is currently tracking for Runway Rehab Construction in 2025 with the Taxiways 2026 the following year, however this may slide a year, dependent upon FAA funding. Staff meeting was held in Anchorage with FAA Counterparts to discuss project on 3/8/23. March 27, 2023 staff meeting with DEC to discuss path forward for design services. Project is now moving forward again with Environmental Services toward a 65% design effort. Council approved a purchase order increase to HDL Engineering at the June 7th, 2023 to allow the environmental work to move forward. Airport Manager and Public Works Director met with HDL on 8/9/23 and reviewed the environmental documents status. On October 6, 2023 received email confirmaton that DEC has approved the environmental work plan for the project. On November 1, 2023 council approved a PO increase to cover the costs associated with performing the work identified in the environmental work plan. Shannon & Wilson, the company performing these services is due to be on site December 15th, weather dependent. Engineers, Airport Operations, Flight Services, Terminal Tenants, have all been in communication in support of completing this work. *As of February 13th, 2024 awaiting final report from Shannon & Wilson.*



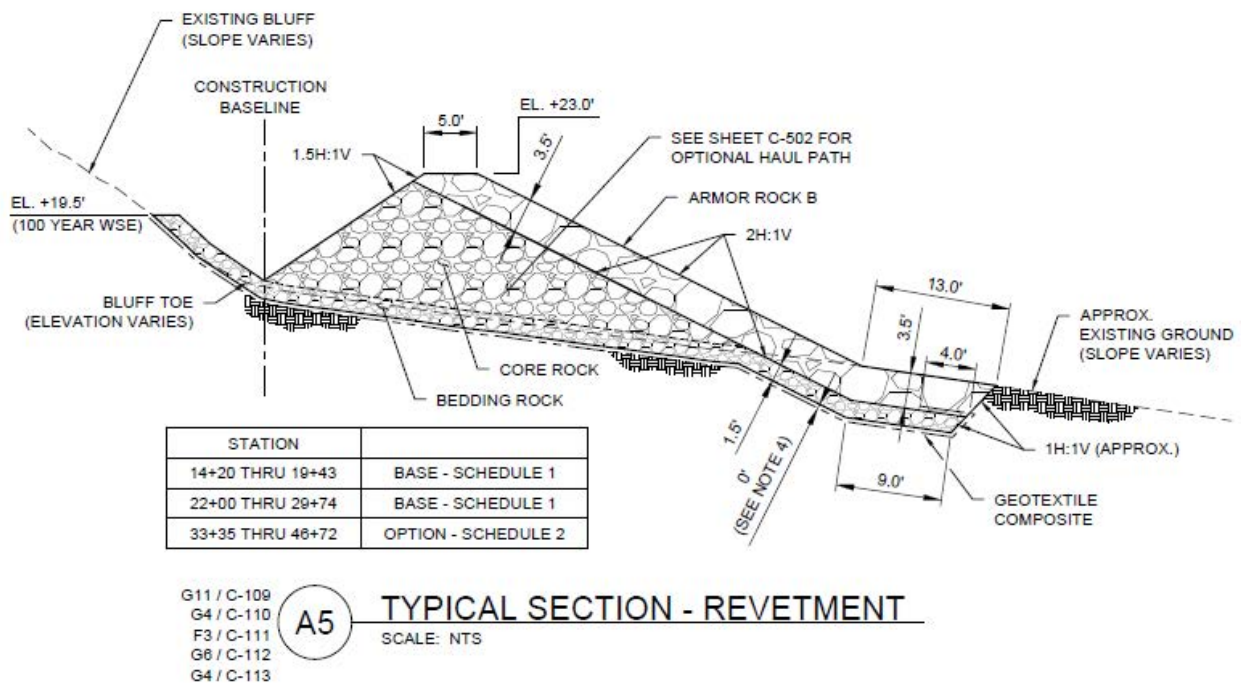
- Kenai Municipal Airport (KMA) Master Plan Update – The City has applied for a Federal Aviation Administration grant to cover the costs associated with Phase 1 of a Master Plan update. HDL Engineering provided a proposal, which is under FAA review. Grant funding is not expected to be available until March through June 2024 time frame. Once available council can expect to see an Ordinance appropriating these funds, and then the work will begin. Time line for project is expected to last 12-24 months in total for two phases.

General Fund Projects:

- USACE Kenai Bluff Bank Stabilization Project – This project encompasses approximately 5000 lineal feet of coastal bluff starting at the mouth of the Kenai river extending upriver along the northern river bank. The bluff in this area varies from 55'-70' above the toe. A protective armored rock berm with a crest elevation of approximately 12' in height is planned. The project is approaching execution of a Project Partnership Agreement (PPA) tentatively scheduled for September 25, 2023. Tentative release of an Invitation to Bid (ITB) for Construction is currently tracking for November 20, 2023. Construction is anticipated to continue through the 2024 & 2025 construction seasons. Milestones to date listed below.
 - Director's Report April 10, 2019 USACE approved Project Feasibility
 - Section 221 Agreement MOU July 7, 2020 allows City to conduct design prior to DA
 - Design Agreement (DA) September 14, 2020 executed but not federally funded
 - Section 221 Agreement MOU February 11, 2021 allows City to construct prior to PPA
 - Design Contract executed with HDR Engineering July 6, 2021
 - City's 35% Design submission submitted to USACE on January 25, 2022
 - City's 65% Design submission submitted to USACE on April 28, 2022
 - Preliminary Engineering Design (PED) funding arrives on May 17, 2022
 - Value Engineering (VE) Workshop held with USACE / Design team June 21-24, 2022
 - PED / Construction Federal Funding arrives July 28, 2022
 - Advanced Technical Review (ATR) begins October 3, 2022
 - City of Kenai receives FEMA notification of enrollment in National Flood Insurance Program December 19, 2022, a condition of receiving Federal funding.
 - Water Resources Development Act (WRDA 2022) late December 2022, this Bill has cost repercussions for the project which ultimately change the cost share between the City and USACE from 65% / 35% to 90% USACE / 10% City.
 - Project Cost Certification received January 27, 2023, confirming sufficient funding
 - USACE Headquarters Agreement draft PPA June 6, 2023 received by City
 - City provides USACE Financial Self-Certification in support of PPA June 15, 2023
 - City's 95% Design Submission after completion of all USACE back checks June 30, 2023
 - Project Partnership Agreement (PPA) was successfully signed on September 25, 2023!
 - Received Real Estate Certification and Right of Entry Approval from USACE on November 3, 2023. This was a big step which allows for contracting to continue forward with the project.



- This project was formally released through USACE for Construction Bids on 11/29/23 with a Pre-Bid Meeting conducted on 12/12/23. Project is tracking towards bids being received in early January 2024.
- The Construction Bids due date is January 11th, 2024 at 2:00pm. USACE is expected to take two weeks to evaluate bids with results likely available toward end of the month. Tracking toward a construction contract award in March 2024.
- *On February 7th, 2024 the City received word from USACE that Western Marine Construction Inc, based out of Seattle, Washington was awarded a construction contract for \$19,321,000 as a firm fixed price. There is an additional construction element related to an inspection path that was requested, by the City and our design team, to be included within the project. That element will cost \$864,000 and will be funded 100% by the City. The larger amount has a 90/10 cost share split with the City share costing \$1,932,100 + \$864,000 for a total anticipated City share of \$2,796,100, USACE total cost share of \$17,388,900.*
- Diagram below is from the current set of drawings and represents a typical section of the revetment.



- Community Wildfire Prevention Plan (CWPP) Mitigation – This is Phase One of our mitigation efforts. Doug Koch Professional Tree Service was contracted with the City on February 28, 2023 in the amount of \$282,000 to mitigate 105 acres within the no name creek drainage extending from Redoubt Avenue down to the City's North Beach through Municipal Park. To date the project has completed and invoiced \$246,264.45 of work. The project has proceeded well and remains on time and on budget. Final completion is anticipated within the next 60-90 days. Most of the remaining work involves hand felling of trees in steeper areas near the creek. *No new update.*



- Recreation Center Improvements – This project will replace the facilities roof system as well as numerous mechanical roof top HVAC units. Formal Invitation to Bid was released on February 23, 2023 with bids due on March 23, 2023. Orion Construction was the successful bidder with a total bid of \$1,425,700 as presented to Council through Resolution 2023-25 adopted at the April 5th, 2023 Council meeting. Construction will continue into the fall of 2023. Update: Mechanical HVAC Roof top units remain on order, expected in late December. Project is proceeding well and on schedule. Change Order 1 was executed on August 16, 2023 in the total amount of \$18,548.96, which included four items including replacement of the facilities electrical meter base at HEA's request. Total contract to date \$1,444,248.96 with \$135,366.75 remaining to be completed. *Contractor is starting back up on site on February 20, 2024, to begin replacement of the rooftop air handling units which have been on order for many months now. Work is expected to continue for four to six weeks to get the units fully operational and commissioned. Project closeout is looking like May 2024.*
- Multi-purpose Facility – The Building Maintenance Department completed all of the pressure washing and rust prevention coatings in house. That portion of the project was completed on time and on budget and allowed for ice to go back in on schedule. Staff continues to work on ventilation solutions as well as some UV Heat lamps to replace the natural gas heaters suspended from the ceiling near the seating areas. Once a scope of work is finalized by the department these additional items will be released for bids. Currently roughly \$71,000 of the \$155,000 in funding has been expended. A Proposal Quote Request (PQR) was released on June 30th with quotes due on July 13th. MBA Consulting Engineers was the only respondent at a cost of \$30,580. Design work will cover ventilation, lighting, bleacher radiant heating and will take place through November. Contract documents were fully executed on September 8, 2023. Engineers are back onsite January 12th, 2024. Engineering design report expected toward end of month. *MBA Consulting is behind schedule on their deliverables to the City. Draft report is anticipated for the week of February 20th.*
- Cemetery Expansion – This project is located at the corner of First Ave and Float Plane Rd and will provide for additional burial space as the existing adjacent cemetery has reached capacity. The Public Works Department using in house personnel has already cleared, leveled and graded the site, and placed and compacted a gravel sub-base for the parking area. Staff has successfully surveyed in 64 adult plot sites and 12 infant plot sites. These sites are available through the Clerk's office. Cemetery Phase 2 Fencing was released for bids on July 26th with bids due on August 9th. Council will see legislation for a contract award at the August 16th, 2023 meeting. AAA Fence, Inc was the successful bidder at a cost of \$147,595, their contract was fully executed on September 8, 2023. All fencing materials have now been installed, final closeout docs received and final invoices are in process for payment. Fence was installed as contracted, no changes to work necessary. Staff will coordinate with Parks and Rec and the design team to finalize project needs for next year. Parking lot paving will not be completed until next construction season along with HEA power being brought into the property. *Staff is coordinating with Nelson Engineering to update the site lighting and power requirements for the site. Site grading plan for asphalt work is in process.*



- Softball Shelter Dugouts – Larsen Engineering has been awarded the design work for the dugouts. Design requirements are being discussed with the engineer, however this project is moving slowly as staff and engineer are heavily involved in other projects. Project will move forward shortly as staff time becomes available.
- Lilac Ln. Roadway Improvements – RFP was released on 8/8/23 for Professional Civil Engineering and CA Services to develop bid ready construction documents for this project. Proposals are due on 8/28/23. Council will see legislation to award a professional services agreement at either the 9/6/23 or 9/20/23 council meeting. Design work will take place over the winter for a summer 2024 construction date. This project is located between the Spur Highway and Cook Inlet Dr. Resolution 2023-54 was approved by Council at the September 6, 2023 Council meeting. Nelson Engineering is now actively working on the project design. Test holes have been completed and a site survey is underway. Total contract for design is currently \$38,840. 35% design documents were received on 11/17/23 for staff review, project is continuing 65% design and is on track to be released for Construction bids in March 2024. *On February 7, 2024 staff returned 65% design document comments. Very few revisions to plans were necessary, project is proceeding to 95%. Project is on track for a March Invitation to Bid.*
- Cemetery Creek Culvert Replacement - RFP was released on 8/8/23 for Professional Civil Engineering and CA Services to develop 35% design documents for this project. Proposals are due on 8/28/23. This project is in coordination with the US Fish & Wildlife. Work involves replacement of several aging culverts with fish passage type culverts. 35% design documents will be used to apply for grant funding. Two proposals were received by the Department with PND Engineer's receiving the highest scoring proposal at a total cost of \$29,577. PND is now under contract. 9/28/23 a site meet was conducted with PND, City staff, & US Fish & Wildlife to discuss and review the project. 10/11/23-10/12/23 surveyors are on site developing an existing conditions field survey. Coordination with the USFW on grant funding opportunities is underway. On November 13, 2023 staff received the draft Hydrologic and Hydraulic (H&H) Report from PND Engineers. On December 1, 2023 the complete draft 35% design documents were received. On December 8, 2023 meeting with USFW, Engineering team and PW staff was held to review the documents. USFW have requested some additional information to be included in the design above our contracted scope of work with PND Engineers. On December 12, 2023 we received an amendment request of \$4,838 to cover the costs associated with the additional work. The additional design effort will extend the final deliverable into the mid-January 2024. These documents will be used to apply for grants in the first quarter of 2024. The project is proceeding well and as expected. The costs associated with Amendment 1 will be covered with Silver Salmon derby funds, council will see an appropriation Ordinance in February to acquire these funds. Documents will be provided to the Kenaitze and Salamatof tribes to assist with grant opportunities.



- Community Wildfire Prevention Plan (CWPP) Mitigation Phase Two – Doug Koch Professional Tree Service was the low bidder on this project that was released for bids on November 1, 2023 with bids due on November 29, 2023. His bid in the amount of \$177,700 to mitigate 84.75 acres within the Cemetery Creek drainage extending from Float Plane Basin down to the Lee Shore Center. Resolution 2023-67 is in the 12/20/23 Council Packet to award the project. Work will continue throughout the next year. *Contractor was out of state for some time, Contract was fully executed on January 29, 2024. Contractor is anticipating starting work in February.*
- Public Safety Building Tower Guy Wire System Upgrade – *This project is intended to replace the existing guy wires with new larger cables and relocating the top two runs to ground anchors in lieu of the current attachments to the building. The project was released for construction bids on January 17, 2024 with bids due on February 6, 2024. Unfortunately, no bids were received by the Department. Staff is reaching back out to the three various firms contacted to determine why. Project will be re-released for bids by the end of February.*
- Recreation Center Flooring Refinishing – *This project is intended to refinish the main gymnasium floor and will include replacement of the existing court markings, as well as two racquetball courts. Floors are wood and will be sanded down, sealed, markings applied, and gloss coated. Project was released for bids on January 17, 2024 with bids due on February 6, 2024. One bid was received by Alaskan Industries Inc. at \$24,700 which was below estimated costs. Contract and purchase orders are in process, with work expected to take place over the next few months in coordination with Parks & Rec staff.*

Water & Sewer Fund Projects:

- Lift Station Renovations – Resolution 2021-58 awarded HDL Engineering agreement in the amount of \$59,560 to provide bid ready construction documents for three lift stations. These locations included the stations at mile posts 13 and 14, which are near the soccer fields and Spur / Redoubt Ave respectively, as well as a station on Lawton Drive. These locations are intended to receive new pumps and pump control panels as part of this project. After determination of which lift stations would receive renovations to start, a design meeting was held on 12/3/21 to discuss pump and control panel design. Basis of design memo received on January 6, 2022. Design documents are approaching 95%. Design is finally approaching completion. Challenges with our current SCADA team required some changes to different lift station controllers which has now been resolved. Supplemental funding will be needed to complete these three locations, staff is working on finalizing those estimated costs, with upcoming legislation to be expected. Construction expected for summer 2024.
- Wastewater Plant Digester Blowers Replacements – HDL Engineering was authorized to proceed on design documents for this project through passage of Resolution 2022-29 on May 18, 2022. Design Agreement is currently in the amount of \$382,513 and will provide bid ready construction documents for the replacement of two 40+ year old blowers at the WWTP. The Department received 35% Design Study Report on September 23, 2022 and the project is



currently moving toward 65% design documents. A grant for this project has been applied for through Senator Murkowski's office through the Congressional Directed Spending (CDS) program. We are awaiting word on if we were successful in receiving grant funds. This is a high priority project for the department and is anticipated to provide further energy savings similar to the aeration basin blower replacement project completed a few years ago. Final 65% plan reviews are being conducted on site with HDL on 12/19/22, bid documents are expected to be ready 5/1/23 and if funding is in place will be bid immediately, if not will be delayed until funding arrives. Environmental review process is delayed as we are not sure of the grant requirements at this time, and may not know until a future grant is executed. Until then this will be a shovel ready project waiting on funding. May 5th a Community Grants Webinar was held to discuss the pending grant requirements, the Public Works Director and HDL Engineering participated in the webinar. Consultants are reviewing requirements and hope to have the design moving forward shortly. Project will not be able to be bid until funding formally arrives. *Design team is actively working with granting agency. Construction expected for summer 2024.*

- Water Treatment Plant Pumphouse – This project will construct a new pumphouse building and provide replacement distribution pumps for the City's Water System. On August 1, 2023 received letter that the State of Alaska Department of Environmental Conservation (ADEC) has awarded the City of Kenai a \$1,200,000 loan through the state's revolving fund program and that the loan would receive 100% forgiveness in support of this project. Resolution 2023-56 was approved by Council at the September 20, 2023 Council Meeting to allow access to these funds. Staff is working on grant application requirements. Ordinance 3384-2023 is being introduced 12/20/23 to move funding into place for the design work to proceed. Ordinance has now been approved and design agreement is in negotiation with HDL Engineering.
- WWTP & WTP Electronic Access Gate & Controls – On August 13, 2023 HDL Engineering provided a proposal under their term agreement to begin design work on the Electronic Access Gates projects at both the Water and Wastewater Plants. The project identified as Task 13 under their agreement has a proposed design cost of \$24,902. Design work will continue over the winter months for construction to take place summer 2024. HDL working under purchase order 127771 is now actively working on this project.

Senior Citizens Fund Projects:

- Senior Center Front Entry Modifications – Capital Project Manager is developing scope of work for this project to address operation of automatic entry doors.

Congregate Housing Fund Projects:

- Vintage Pointe Boiler Replacement – A RFP for design services was released on October 6, 2022 with proposals due on November 3, 2022. Design work will continue into the winter with a construction bid release expected at the end of the first quarter 2023. This project will



replace outdated boiler heat systems for the facility as well as providing a direction on backup power generation to support the heating system when grid power is unavailable. No proposals were received, the Department is requesting approval to enter negotiations with RSA Engineering in the hopes of moving the project forward. RSA Engineering is under contract and is expected to start design in early January 2023. On February 3, 2023 RSA Engineering provided draft 65% Design Documents. Staff is currently reviewing. Engineering has a planned site visit for February 15, 2023 scheduled. We are anticipating bid documents being ready for an April Construction Bid release. 100% Design Documents were received from the RSA Engineering on April 14th. Council approved Resolution 2023-30 on May 3rd to reallocate funds for the project. Invitation to Bid was released on August 2, 2023 with bids due on August 23, 2023. Council approved Resolution 2023-53 at the September 6, 2023 meeting which awarded construction agreement to Orion Construction in the total amount of \$503,850. Contract has now been executed and submittals are actively in progress in support of the project. Boiler work is not expected to take place until spring when work will be less impactful on residents. *No new update, projects remains on time and on budget. Materials have been ordered and are awaiting delivery which is still several months out.*

Other Projects Information:

- DOT Kenai Spur Highway to Sports Lake Rd – This project continues to wait for appropriation of state funds. Reached out to DOT staff on September 13, 2023, no new information provided at this time.
- DOT Bridge Access Road Bike Path – Council passed Resolution 2021-53 on August 4, 2021 authorizing the City Manager execute a memorandum of agreement with DOT for design, construction, and maintenance of the Kenai Bridge Access Road Pathway project. In speaking with representatives from DOT the state has not provided funding as yet for this project to move forward. To date the City has appropriated \$294,947 in support of this project which is intended to provide a 1.2 mile path connecting the paths between the Spur Highway and Beaver Loop. Total cost of project per DOT estimates equals \$3,266,301. Per communications with the DOT, design funding is in place and they are waiting on final signatures for the Reimbursable Services Agreement (RSA) with DNR. Once the RSA is approved they will be able to begin design work. Process is expected to be completed by the end of January. Update: Formal kickoff meeting took place on March 30th with the City Manager and Public Works Director in attendance. From appearances this design process will be a slow one, we are not anticipating seeing construction on the path this calendar year. Will continue to update as more information becomes available. Update: A site meeting will be taking place between the City, DNR, & DOT on 6/9/22 to review the project. HDL Engineering appears to be conducting surveying services in support of the project, crews were in the area on 6/7/22. On June 29, 2022 the City Manager & Public Works Director met with DOT representatives and discussed projects. State funding continues to be an issue. Reached out to DOT staff on September 13, 2023, no new information provided at this time.





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: February 5, 2024
SUBJECT: January 2024 Monthly Report

January started with a burst of energy as seniors enthusiastically joined the expanding exercise classes of Growing Stronger and Tai Chi, making it the busiest month of the year. Meanwhile, many gathered for TOPS (Take Pounds Off Sensibly) sessions, embracing a “New year, new you!” mindset while exploring healthier eating options together. Additionally, seniors had the opportunity to engage with Audibel representatives to learn about hearing aid care, a valuable service available in Kenai.

Throughout the month, members enjoyed various outings including visits to the Nikiski Pool, Cabin Fever Creations, and a delightful no-host dinner at Louie’s Restaurant. As January drew to a close, the senior center expressed gratitude to its dedicated volunteers by hosting a special appreciation dinner. Good music and food were enjoyed by all.

	2024	2023
Home Delivered Meals	2063	1807
Individuals	106	107
Dining Room (Congregate) Meals	1384	1173
Individuals	168	146
Transportation (1-way rides)	322	201
Individuals	29	18
Grocery Shopping Assistance	21/58	10/26
Writers Group	33	35
Caregiver Support Group	22	13
Growing Stronger Exercise	299	299
Tai Chi Class	51	46
TOPS Weight Loss Class	61	61
Bluegrass & Music Sessions	83	31
Card Games	44	126
Wii Bowling	41	54
Arts & Crafts	48	43
Total Event Sign-ins *	2027	2151
Individuals *	231	191
Vintage Pointe Manor Vacancies	1	3

* (not including home meals clients)