



Kenai City Council - Regular Meeting

June 17, 2020 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

Telephonic/Virtual Information on Page 5

www.kenai.city

Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED PUBLIC COMMENTS

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

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

- 1. Ordinance No. 3117-2020** - Appropriating Funds in the Airport Fund, Accepting a Grant From the Federal Aviation Administration and Appropriating Funds in the Airport Equipment Capital Project Fund for the Purchase of Snow Removal Equipment (SRE) – Loader with Attachments. (Administration) [**Clerk's Note:** *At the May 20 Meeting, this item was Postponed to the June 17 Council Meeting. A Motion to Enact is On the Floor.*]
 - **Substitute Ordinance No. 3117-2020** - Accepting and Appropriating an Airport Improvement Program Grant from the Federal Aviation Administration in the Airport Equipment Capital Project Fund and Awarding a Contract for the Purchase of Snow Removal Equipment (SRE) - Loader with Attachments.
- 2. Ordinance No. 3131-2020** - Amending the Official Kenai Zoning Map by Rezoning a Portion of S1/2 SE1/4 SW1/4 Lying North of K-Beach Road Excluding VIP Country Estates Subdivision Part 5 from Rural Residential (RR) to Limited Commercial (LC). (Administration)
- 3. Ordinance No. 3132-2020** - Increasing Estimated Revenues And Appropriations by \$454.84 in the General Fund – Police Department for Drug Investigation Overtime Expenditures. (Administration)

- 4. Ordinance No. 3133-2020** - Authorizing a Budget Transfer in the Airport Terminal Improvement Capital Project Fund and Appropriating FY2020 Budgeted Funds in the Airport Master Plan Capital Project, Airport Snow Removal Equipment and Airport Operations Facility Improvement Capital Project Funds for Heating, Ventilation and Air Conditioning (HVAC) Improvement to the Airport Operations Facility and Replacement of the Airport's Wide Area Mower. (Administration)
 • **Substitute Ordinance No. 3133-2020** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue Fund, Authorizing a Budget Transfer in the Airport Terminal Improvement Capital Project Fund and Appropriating FY2020 Budgeted Funds in the Airport Master Plan Capital Project, Airport Snow Removal Equipment and Airport Operations Facility Improvement Capital Project Funds for Heating, Ventilation and Air Conditioning (HVAC) Improvement to the Airport Operations Facility and Replacement of the Airport's Wide Area Mower.
- 5. Ordinance No. 3134-2020** - Appropriating Funds in the Water & Sewer Improvement and Wastewater Treatment Facility Improvement Capital Project Funds for FY2021 Capital Improvement Plan Projects. (Administration)
- 6. Ordinance No. 3135-2020** - Appropriating FY2020 Budgeted Funds in the Kenai Multipurpose Facility Improvements Capital Project Fund for Installation of an Exhaust Fan and Corrosion Remediation. (Administration)
- 7. Ordinance No. 3142-2020** - Increasing FY2021 Estimated Revenues and Appropriations in the General, Personal Use Fishery Special Revenue, and Senior Citizen Special Revenue Funds for FY2021 Insurance Coverage. (Administration)
1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Adoption (Requires Five Affirmative Votes)
- 8. Resolution No. 2020-41** - Approving a Lease Renewal of Airport Reserve Lands Between the City of Kenai and Kenai Aviation Service, Inc. d/b/a Aviation Services, for Lot 1A, Block 1, General Aviation Apron Subdivision No. 6. (Administration)
- 9. Resolution No. 2020-42** - Authorizing the Binding of Insurance Coverage for the City for the Period of July 1, 2020 through June 30, 2021 and Authorizing Execution of a Three-Year Agreement for Insurance Coverage. (Administration)
- 10. Resolution No. 2020-43** - Awarding a Contract for Janitorial Services at the Kenai Municipal Airport. (Administration)
- 11. Resolution No. 2020-44** - Authorizing a Budget Revision in the General Fund, Fire Department for the Purchase of Self-Contained Breathing Apparatus Bottles. (Administration)
- 12. Resolution No. 2020-45** - Naming the City of Kenai's Wildlife Viewing Platform, the "Tarbox Wildlife Viewing Platform." (Vice Mayor Molloy)
- 13. Resolution No. 2020-46** - Authorizing the City Manager to Prepare and Execute an Amendment to the City of Kenai's Participation Agreement with the Public Employees' Retirement System (PERS) to Remove the Recreation Center Assistant Class of Employees from Participation Effective November 1, 2003. (Administration)

- 14. Resolution No. 2020-47** - Authorizing the City Manager to Prepare and Execute an Amendment to the City of Kenai's Participation Agreement with the Public Employees' Retirement System (PERS) to Remove the Visitor Center Assistant and Janitor Classes of Employees from Participation Effective July 1, 2020. (Administration)
- 15. Resolution No. 2020-48** - Authorizing An Agreement For Professional Engineering Services To Begin Development Of The New Master Plan For The Waste Water Treatment Facility. (Administration)
- 16. Resolution No. 2020-49** - Approving a Conversion of Airport Reserve Lands Described as Lots 2 and 3, Block 5, General Aviation Apron Subdivision No. 1 Amended with SOAR International Ministries, Inc. and Approving of Temporary Development Incentives. (Administration)
- 17. Resolution No. 2020-50** - Authorizing the City Manager to Execute an In-Kind Memorandum of Understanding with the Department of the Army for Design Work Prior to Execution of a Design Agreement for the Kenai Bluff Stabilization Project. (Administration)

E. MINUTES – None.

F. UNFINISHED BUSINESS

- 1. Resolution No. 2020-30** - Recommending the Kenai Peninsula Borough Assembly Enact Ordinance 2020-24 which would Provide for Vote by Mail Elections, More Time Between a Regular Election and Run-Off Election and Removal of Proposition Statements. (Council Member Peterkin) [**Clerk's Note:** *At the May 20 Meeting, this item was Postponed to this Council Meeting. A Motion to Adopt is On the Floor.*]

G. NEW BUSINESS

- 1. *Action/Approval** - Bills to be Ratified. (Administration)
- 2. *Action/Approval** - FY2021 Purchase Orders over \$15,000. (Administration)
- 3. *Action/Approval** - Special Use Permit to Kenai Chamber of Commerce & Visitor Center for Moosemeat John Cabin. (Administration)
- 4. *Ordinance No. 3136-2020** - Increasing Estimated Revenues and Appropriations in the General and the Public Safety Capital Project Funds and Authorizing the Sole Source Purchase and Installation of Updated Radio Consoles for the City of Kenai Dispatch Center. (Administration)
- 5. *Ordinance No. 3137-2020** - Increasing Estimated Revenues And Appropriations In The General And Municipal Roadway Improvements Capital Project Fund's To Provide Matching Funds To The State Of Alaska Department Of Transportation And Public Facilities To Construct A Pedestrian Path From The Kenai Spur Highway To Beaver Loop Along Bridge Access Road Utilizing Restricted General Fund, Fund Balance. (Administration)
- 6. *Ordinance No. 3138-2020** - Increasing Fiscal Year 2020's 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. 3139-2020** - Increasing Estimated Revenues and Appropriations in the COVID-19 CARES Act Recovery Fund for a Federal CARES Act Grant Passed through the State of Alaska Department of Public Safety for Overtime and Direct Expenditures of the Police, Fire, and Communications Departments of the City from March 16, 2020 through May 17, 2020. (Administration)
- 8. *Ordinance No. 3140-2020** - Increasing Estimated Revenues and Appropriations in the Personal Use Fishery Special Revenue Fund to Provide Supplemental Funding for Additional Portable Restrooms and to Award a Contract to Provide Dumpsters, Portable Restrooms and Portable Hand Wash Stations for the 2020 Kenai River Personal Use Fishery. (Administration)
- 9. *Ordinance No. 3141-2020** - Increasing Estimated Revenues and Appropriations in the General Fund, Visitor Center Department and Authorizing Amendment to the Facility Management Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc., for the Operation and Management of the Kenai Visitor and Cultural Center. (Administration)
- 10. *Ordinance No. 3143-2020** - Increasing General Fund Estimated Revenues and Appropriations by \$34,216 in the General Fund, Parks, Recreation and Beautification Department for an Increase of a Grant from the United States Environmental Protection Agency Passed through the State of Alaska Department of Environmental Conservation for Bacteria Level Monitoring on the City's Beaches from July 1, 2020 through March 1, 2021. (Administration)
- 11. Action/Approval** - Lease Assignment of Lot 3, Block 4, General Aviation Apron from DeWayne Benton to Joel Caldwell. (Administration)
- 12. Discussion** - City Response to COVID-19. (City Manager)

H. COMMISSION / COMMITTEE REPORTS

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

- 1.** City Manager

2. City Attorney
3. City Clerk

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

M. PENDING ITEMS

1. **Ordinance No. 3127-2020** - Repealing and Replacing Kenai Municipal Code Title 6 - Elections to Provide Clarity, Process Improvements, and Increase Voter Accessibility through Vote By Mail Elections. (Council Member Peterkin)
2. **Ordinance No. 3128-2020** - Amending Kenai Municipal Code Section 1.85.040 – Records Public, To Provide For A Record Retention Length. (City Clerk)

N. ADJOURNMENT

O. INFORMATION ITEMS

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/83454601964>

Meeting ID: 834 5460 1964 **Password:** 424518

OR

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

Meeting ID: 834 5460 1964 **Password:** 424518



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3117-2020

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

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

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

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

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

WHEREAS, the following bids were received:

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

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

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

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

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

Section 1. That the City Manager is authorized to accept grant funding for \$xxx,xxx from the Federal Aviation Administration and to execute a grant agreement and to expend grant funds to fulfill the purpose and intent of this ordinance.

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

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

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

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

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

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

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: _____

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



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Mary Bondurant, Airport Manager

DATE: April 6, 2020

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

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

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

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

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin, Director Public Works

DATE: April 28, 2020

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

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

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3117-2020 (SUBSTITUTE)

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

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

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

WHEREAS, snow removal equipment is FAA eligible and grant funds are available and the City has been awarded a grant totaling \$ 270,000 comprised of 93.75% Airport Improvement Program funds and 6.25% CARES funds; and,

WHEREAS, with the above grant amounts, 100% of the cost of the loader shall be covered by grant funds, no additional City share will be required; and

WHEREAS, grant includes City of Kenai Admin Fees of \$5,903.43; and,

WHEREAS, the City advertised an Invitation to Bid on May 20, 2020 with bids due on June 10, 2020; and,

WHEREAS, the following bids were received:

Bidder	Base Price	with Attachments
Yukon Equipment	\$ 194,105.28	\$264,096.57
NC Machinery	\$ 242,370.00	\$330,938.00

WHEREAS, of the two bids received Yukon Equipment, Inc was the lowest responsive bid; and,

WHEREAS, award of the bid to Yukon Equipment, Inc. is in the best interest of the City; and,

WHEREAS, the recommendation from City Administration is to award the contract to Yukon Equipment, Inc. for the total cost of \$ 264,096.57 for the purchase of a 2020 Case 621G Wheeled Loader with specified attachments.

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

Section 1. That the City Manager is authorized to accept grant funding for \$270,000 from the Federal Aviation Administration and to execute a grant agreement and to expend grant funds to fulfill the purpose and intent of this ordinance.

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

Airport Capital Equipment Fund:	
Increase Estimated Revenues –	
Federal Grant:	
Airport Improvement Program (93.75%)	\$253,125
CARES Act (6.25%)	<u>16,875</u>
	<u>\$270,000</u>
Increase Appropriations –	
Equipment	<u>\$270,000</u>

Section 3. That the City Manager is authorized to execute a purchase order to Yukon Equipment, Inc. for \$264,096.57.

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 17th day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: _____

Introduced: April 15, 2020
Enacted: June 17, 2020
Effective: June 17, 2020



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3131-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AMENDING THE OFFICIAL ZONING MAP BY REZONING A PORTION OF S1/2 SE1/4 SW1/4 LYING NORTH OF K-BEACH ROAD EXCLUDING VIP COUNTRY ESTATES SUBDIVISION PART 5 FROM RURAL RESIDENTIAL (RR) TO LIMITED COMMERCIAL (LC).

WHEREAS, a portion of S1/2 SE1/4 SW1/4 lying north of K-Beach road excluding VIP Country Estates Subdivision Part 5 is currently zoned Rural Residential with a physical address of 725 Baleen Avenue; and,

WHEREAS, the owners of the property have requested to rezone the property to Limited Commercial and the property is over 10 acres in size meeting the application requirement of Kenai Municipal Code 14.20.270, Amendment procedures; and,

WHEREAS, the intent of the Limited Commercial Zone is to provide transition areas between commercial and residential districts by allowing low to medium volume business, mixed residential and other compatible uses which complement and do not materially detract from the uses allowed with adjacent districts; and,

WHEREAS, this rezone meets the intent of the Limited Commercial Zone by providing a transition area where the frontage along Kalifornsky Beach Road could be utilized for compatible commercial activity and the frontage along Baleen Avenue could be maintained in character with the adjacent neighborhood and allow for a mix of complementary uses; and,

WHEREAS, the City of Kenai Planning and Zoning Commission voted unanimously to recommend the property be rezoned to Limited Commercial during a public hearing held at their meeting on May 13, 2020.

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

Section 1. That pursuant to KMC 14.20.030 Establishment of Zones and Official Zoning Map, the official City of Kenai Zoning Map is hereby amended by rezoning a Portion of S1/2 SE1/4 SW1/4 Lying North of K-Beach Road Excluding VIP Country Estates Subdivision Part 5 at 725 Baleen Avenue from Rural Residential (RR) to Limited Commercial (LC).

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.

Ordinance No. 3131-2020
Page 2 of 2

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 17th day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Introduced: June 3, 2020
Enacted: June 17, 2020
Effective: July 17, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: May 26, 2020
SUBJECT: Ordinance 3131-2020 – Rezone of 725 Baleen Avenue

A completed application was submitted requesting that parcel 04941052 be rezoned from Rural Residential (RR) to Limited Commercial (LC). Kenai Municipal Code (KMC) 14.20.270, Amendment procedures, describes initiation of zoning code and official map amendments. Zoning code amendments may be initiated by a submission of a petition by a majority of the property owners in the area for consideration if the area to be rezoned contains a minimum of one acre unless the amendment enlarges an adjacent district boundary. Vann Revocable Trust is the owner parcel 04941052, which is 10.6 acres in size. The requested rezone meets the criteria for an amendment.

This parcel fronts Kalifornsky Beach Road for approximately 1,292 feet. Kalifornsky Beach Road is a major collector street maintained by the State of Alaska. A paved bike path runs directly in front of the parcel along Kalifornsky Beach Road. Several multi-family housing units are to the east. Across the street on Kalifornsky Beach Road (outside City limits) is commercial development, including Panama Reds and a fish market. These businesses are shown in the attached site photos.

The RR Zone is intended to provide for low density residential development in outlying and rural areas in a form which creates a stable and attractive residential environment. The LC Zone is intended to provide transition areas between commercial and residential districts by allowing low to medium volume business, mixed residential and other compatible uses which complement and do not materially detract from the uses allowed with adjacent districts.

The LC Zone is more consistent with the layout of the parcel. The applicant has indicated plans to construct a multi-unit complex that would have commercial development on the first floor. Commercial uses could take advantage of the frontage on Kalifornsky Beach Road. The LC Zone still allows for residential uses and requires a conditional use permit for many commercial uses, including business/consumer services and retail businesses, which will ensure the neighborhood character to the north is not impacted by development of this parcel. The applicant has supplied a draft layout of how they intend to subdivide and provide access to the parcel from Kalifornsky Beach Road, which would require approval from the State of Alaska. A proposed subdivision

would go before the City's Planning and Zoning Commission to provide a recommendation to the Kenai Peninsula Borough. The applicant intends to design their project in a manner that meets the intent of the LC Zone to provide a transition area from commercial activity along Kalifornsky Beach Road to residential uses along Baleen Avenue. The action now before City Council is just to approve of the zoning change.

The 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan states, "Transportation improvements such as the construction of the Warren Ames Memorial Bridge/Bridge Access Road gave the Kalifornsky Beach area south of the Kenai River a road connection to the rest of the City and spurred development." This change in zoning reflects the change in the City layout over time and supports Goal 3 – Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development.

Attached to this memorandum is the Land Use Table in Kenai Municipal Code 14.22.010 Land use table. I have highlighted allowed uses in the Rural Residential (RR) and the LC (Limited Commercial) zones of the City so Commissioners may compare the two zones. A summary of differences in land use between the RR and LC zones includes the following:

- (more restrictive change) Principal uses in the RR Zone that do not require a conditional use permit and are not permitted in the LC Zone include: farming/general agriculture
- (more restrictive change) Principal uses in the RR Zone that do not require a conditional use permit and are only allowed in the LC Zone with a conditional use permit include: four-family dwelling
- (more restrictive change) Uses that are allowed with a conditional use permit in the RR Zone that are not permitted in the LC Zone include: mobile home parks, accessory building on parcel without main building or use, automotive sales, automotive services stations, airports, automotive repair, manufacturing/fabricating/assembly, storage yard, warehouses, assemblies (large: circuses, fairs, etc.), cemeteries, recreational vehicle parks, subsurface extraction of natural resources, surface extraction of natural resources
- (less restrictive change) Uses that are not allowed in the RR Zone that would be allowed in the LC Zone with a conditional use permit include: airport compatible uses, standard marijuana cultivation facility, marijuana testing facility, retail marijuana store
- (less restrictive change) Uses that are allowed in the RR Zone with a conditional use permit that would be allowed as a principal use without a conditional use permit in the LC Zone include: professional offices, necessary aviation facilities, clinics, governmental buildings, day care centers, gunsmithing, taxidermy, some personal services (see footnote 27), clinics
- (no change) Principal uses in both RR and LC zones that do not require a conditional use permit include: one-family dwelling, two-, three-family dwelling, essential services, churches (some additional requirements in RR zone; see footnote 10)



- (no change) Conditional uses in both RR and LC zones that require a conditional use permit include: five-six-family dwelling, seven- or more family dwelling, townhouses (some additional requirements in RR zone; see footnote 3), planned unit residential development, banks, business/consumer services, commercial recreation, guide service, hotels/motels, lodge, limited marijuana cultivation facility, restaurants, retail business, theaters, wholesale business, mini-storage facility, assisted living, colleges, elementary schools, high schools, hospitals, libraries, museums, parks and recreation, animal boarding/commercial kennel, bed and breakfasts, cabin rentals, communications towers and antenna(s), radio/TV transmitters/cell sites, crematories/funeral homes, dormitories/boarding houses, fraternal organizations/private clubs/social halls and union halls, greenhouses/tree nurseries, nursing, convalescent or rest homes, public parking lots, some personal services (see footnote 27),
- (no change) Uses not permitted in both RR and LC zones: adult businesses, marijuana product manufacturing facility, gas manufacturer/storage, assisted living

The Kenai Planning and Zoning Commission considered this request during their meeting on May 13, 2020 and unanimously recommended City Council approve of the rezone. Thank you for your consideration.

Memorandum Attachments

- Application
- Applicant's Preliminary Draft Project Design
- Written Public Comment from Jason R. Parks and Hannah C. Parks regarding PZ2020-04
- Resolution PZ2020-04
- Maps (2)
- Site Photos
- Highlighted Land Use Table from Kenai Municipal Code 14.22.010



RECEIVED
CITY OF KENAI
DATE 3-10-2020
PLANNING DEPARTMENT



REZONING APPLICATION

Reset Form

PETITIONER	Connie & Rick Vann
MAILING ADDRESS	P.O. Box 561
CITY, STATE, ZIP	Kasilof, Alaska 99610
PHONE	907-252-4209
LEGAL DESCRIPTION	TSN R11W SEC 17 Seward Meridian KN PTN of 5/2 SE 1/4 5/4 lying N. of K-Beach Rd
PHYSICAL ADDRESS	725 Baleen Ave Kenai AK 99611
PARCEL NUMBER	04941052
PRESENT ZONE	Rural Residential
PROPOSED ZONE	Limited Commercial

Intended Use and/or Reason for Rezoning:
To provide economic opportunity for small business start ups and home based businesses, to live and work at one location.

Section 14.20.270 Amendment Procedures governs any amendment to the Kenai Zoning Code and Official Map. PLEASE READ THE FOLLOWING, COMPLETE THE BLANKS AND INITIAL THE SPACE AFTER THE ITEM NUMBER TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THESE CONDITIONS.

- CV Amendments to the Kenai Zoning Code and Official Map may be initiated by: Kenai City Council; Kenai Planning and Zoning Commission; Submission of a petition by a majority of the property owners in the area to be rezoned; or, a petition bearing the signatures of fifty (50) registered voters within the City of Kenai to amend the ordinance text; or, submission of a petition as provided by the Home Rule Charter of the City of Kenai.
- CV Amendments to the Official Zoning Map shall be considered only if the area to be rezoned contains a minimum of one (1) acre (excluding street or alley right-of-way) unless the amendment enlarges an adjacent district boundary.
- CV A Public Notification and Hearing is required before the issuance of this permit. A \$125 (plus sales tax) non-refundable deposit/advertising and administrative services fee is required to cover these notification costs. Depending on the rezone location, an Affidavit of Posting may also be required.

4. CV A proposed amendment to the zoning ordinance which is substantially the same as any other proposed amendment submitted within the previous nine (9) months and which was not approved shall not be considered.

Dated: 3-10-2020


Petitioner's Signature

REZONING CHECKLIST:

- a. MAP
- b. SIGNATURES
- c. DEPOSIT/ADVERTISING FEE (\$125 + sales tax)
- d. APPLICATION FORM OR LETTER
- e. AFFIDAVIT OF POSTING

T 5N R11W SEC17 SEWARD MERIDIAN KN PTN OF
S1/2 SE1/4 SW1/4 LYING N OF K BEACH RD
EXCL VIP COUNTRY ESTATES SUB PT 5
PARCEL ID 04941052



AutoCAD FILE: .
SCALE: AS SHOWN

A1 PROPOSED REPLAT
C2 1" = 60'-0" (22X34); 1" = 120'-0" (11X17)

10.6 ACRES @ 725 BALEEN AVE.
 PROJECT: KENAI, ALASKA
 RICK & CONNIE VANN
 PO BOX 561, KASLOF, ALASKA 99610
 LOCATION/ CONTACT: (907) 252-4209

DESIGN BY: CV, RV
 DRAWN: MZ CHECKED: CV
 JOB NO: .
 DATE: 5/21/2020
 REVISIONS:

CATEGORY: C SHEET: 2
 SHEET CONTENTS:
 PRPSD REPLAT

Jason R. Parks and Hannah C. Parks
740 Baleen Ave.
Kenai, AK 99611

Dear Kenai City Council members,

We are writing to express our concerns regarding the rezoning request PZ2020-04. We have reviewed the request and the general information included in the agenda for this week's meeting, and we are familiar with the lot as our own residence is adjacent to it. As it is written, the rezoning request does not support the purpose or safety of the VIP Estates neighborhood for the following reasons.

First, we are concerned that commercial buildings on this lot would greatly increase noise and traffic on Baleen Avenue, VIP Drive, and Pirate Lane. Baleen is a narrow dirt road, and is unfit for the levels of traffic that commercial areas would bring. It would sustain significant damage each spring with frequent commercial traffic. Further, many children live in this neighborhood and enjoy riding bikes, and residents frequently enjoy walking around the neighborhood. This activity would not be safe with commercial traffic driving through the residential neighborhood streets. The residents of this neighborhood choose to live here because it is quiet, safe, and private. Increased traffic on the neighborhood streets would negatively affect all three of those qualities.

Second, we are concerned that our property, and that of the other properties adjacent to this lot on Baleen and VIP, would decrease in value if commercial buildings were placed directly on Baleen and VIP without a treeline to obscure them and substantial setback requirements. If the lot were to be cleared of its many trees, noise from passing traffic on K Beach Road would more easily reach the neighborhood, and commercial buildings would be visible from front yards. Seeing a neighboring house from a window is one thing. Seeing a commercial building is something else entirely. We purchased our property with the understanding that the properties surrounding it are residential, not commercial.

Third, we are concerned for the safety of the walking path on K Beach Road if commercial businesses were to be built on this lot. Entrances to the lot from K Beach would have to cross over the path, which would put pedestrians, cyclists, and other path users in direct contact with vehicular traffic. This raises the risk of accidents and vehicle-related injuries significantly.

For these reasons, we believe that the existing rezoning request would damage the overall character, safety and value of the VIP Estates neighborhood.

If it is in the power of the City Council and planning board, the addition of specific requirements for the development of this lot would make the rezoning request more compatible with the neighborhood of VIP Estates:

- If it were specified that the property were to only have vehicle access from K Beach Road and not from the residential-facing side of the property (Baleen), the concern of increased traffic on VIP, Pirate and Baleen would be properly addressed.
 - Vehicle access from K Beach Road should be limited to only one entrance, so as to reduce the number of areas in which pedestrians using the walking path would come into contact with vehicles.
- If a significant tree line were to remain intact on the Baleen and VIP sides of the lot and any commercial buildings were to be set back from the roads by at least 100 feet, the residential area would better be able to maintain its private and quiet character.

Below we have included two pictures. The first is of the aerial view of the lot included in the agenda, which is an older photo taken before our home was built in 2014 and as such does not accurately represent the area. We have outlined our lot in yellow in the image. We have also included an image of Baleen Avenue in front of our house, so that you may see the Baleen Avenue side of the lot. Only images of the Kalifornsky Beach Road and Pirate Lane sides of the property were included in the application.

Thank you for your time and attention to this matter.

Sincerely,

Jason R. Parks and Hannah C. Parks

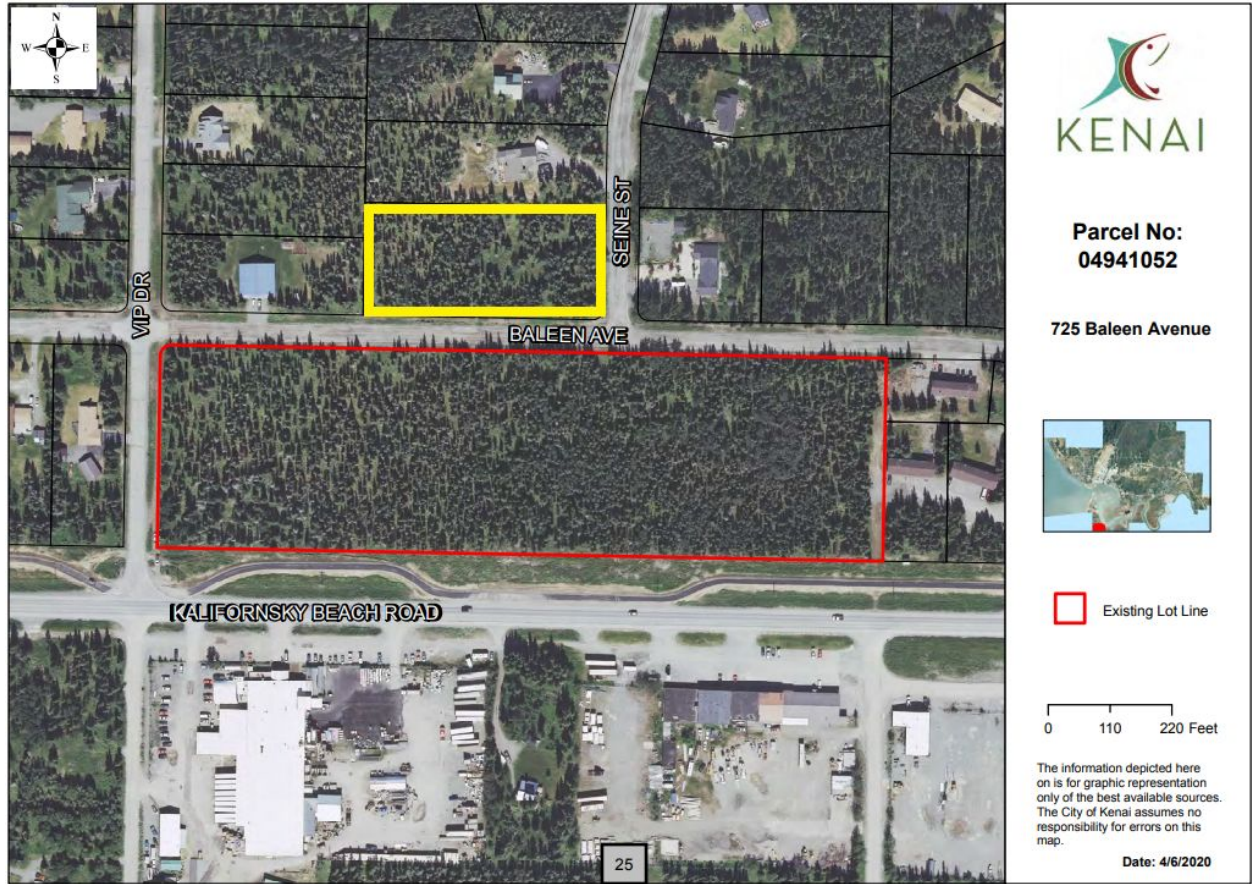


Image 1: Rezoning request lot in red. Our lot in yellow.



Image 2: our home on Baleen Avenue. The rezoning request lot is directly across the street.



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2020-04**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **RECOMMENDING** THE COUNCIL OF THE CITY OF KENAI APPROVE THE REZONE REQUEST OF 725 BALEEN AVENUE FROM RURAL RESIDENTIAL TO THE LIMITED COMMERCIAL

WHEREAS, the City of Kenai received a rezone application from the majority property owners in accordance with Kenai Municipal Code 14.20.270, Amendment procedures; and,

WHEREAS, the RR Zone is intended to provide for low density residential development in outlying and rural areas in a form which creates a stable and attractive residential environment; and,

WHEREAS, the LC Zone is intended to provide transition areas between commercial and residential districts by allowing low to medium volume business, mixed residential and other compatible uses which complement and do not materially detract from the uses allowed with adjacent districts; and,

WHEREAS, the rezone request is for an area over ten acres in size; and,

WHEREAS, the area to be rezoned fronts Kalifornsky Beach Road, a major collector street; and,

WHEREAS, several multi-family units are adjacent to the parcel; and,

WHEREAS, across street on Kalifornsky Beach Road outside City limits is commercial development, including a CBD retail store and a fish market; and,

WHEREAS, the LC Zone still allows for residential uses and requires a conditional use permit for many commercial uses, including business/consumer services and retail businesses, which will ensure the neighborhood character to the north is not impacted by development of this parcel; and,

WHEREAS, the rezone is consistent with Goal 3 – Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development of the 2016 Imagine Kenai 2030 City of Kenai Comprehensive Plan.

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That the Kenai City Council approve of the rezone request of 725 Baleen Avenue from Rural Residential to Limited Commercial.

Section 2. That a copy of Resolution PZ2020-04 be forwarded to the Kenai City Council.

Resolution No. PZ2020-04
Page 2 of 2

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
this 13th day of May, 2020.



JEFF TWAIT, CHAIRPERSON

ATTEST:



JAMIE HEINZ, CITY CLERK






**Parcel No:
04941052**

725 Baleen Avenue



 Existing Lot Line

0 110 220 Feet

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

Date: 4/6/2020



**Parcel No:
04941052**

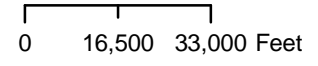
725 Baleen Avenue



LEGEND

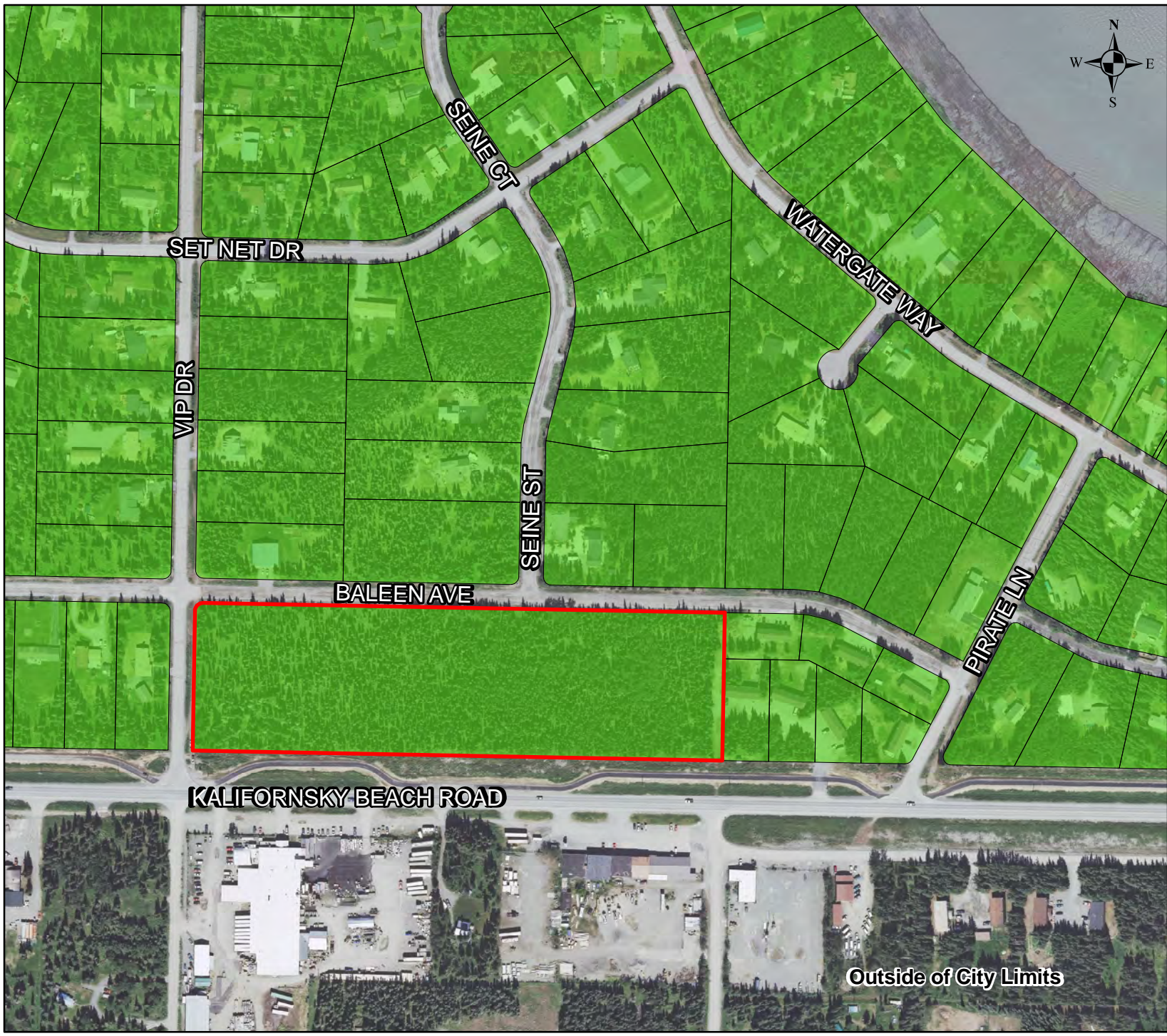
Zoning

- Rural Residential
- Outside of City Limits



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

Date: 4/6/2020





Site Photos

Ordinance 3131-2020 – Rezone – Rural Residential to Limited Commercial

725 Baleen Avenue; KPB Parcel No. 04 941052; a Portion of S1/2 SE1/4 SW1/4 Lying North of K-Beach Road Excluding VIP Country Estates Subdivision Part 5

Request from: Majority property owners

Photo #1

The photo below is of Panama Reds, a commercial business across the street on Kalifornsky Beach Road from the subject parcel.



Photo #2

The photo below shows commercial development across the street on Kalifornsky Beach Road from the subject parcel at the corner of VIP Drive and Kalifornsky Beach Road.



Photo #3

The photo below is of one of the multi-family units adjacent to the subject parcel accessed off Baleen Avenue near its intersection with Pirate Lane.



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	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU
RESIDENTIAL																	
One-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	S ²	S ²	C ²²	P	P	P	S ¹ /C ²¹
Two-, Three-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	C	C	C ²²	P	P	P	S ¹ /C ²¹
Four-Family Dwelling	N	C ¹⁸	P	C ^{3,29}	P	N	N	P	P ²¹	S ¹	C	C	C ²²	N	P	C	S ¹ /C ²¹
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
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
Mobile Home Parks ⁶	N	N	C	N	C	C	C	C	C	C	C	C	N	C	N	N	C
Planned Unit Residential Development ⁷	N	C ¹⁸	C	C ²⁹	C	C	C	C	C	C	C	C	N	C	C	C	C
Townhouses ⁴	N	C ¹⁸	C ³	C ^{3,29}	C ³	C ³	C ³	C ³	C	C	C	C	C ²²	C	C	C	C
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
COMMERCIAL																	
Airport Compatible Uses	P	N	N	N	N	N	N	N	C	C	C	C	N	N	N	C	C
Adult Businesses	N	N	N	N	N	N	N	N	P ³¹	P ³¹	P ³¹	P ³¹	N	N	N	N	N

ZONING DISTRICTS																	
LAND USES	ALI	C	RR	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU
Automotive Sales	C	N	C	N	N	N	N	C	P	P	P	P	N	N	N	N	P
Automotive Service Stations	C	N	C	N	N	N	N	C	P	P	P	P	N	C	N	N	P
Banks	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P
Business/Consumer Services	C	N	C	C	C	N	N	C	P	P	P	C	N	C	C	C	P
Commercial Recreation	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P
Guide Service	C	N	C	N	C	N	N	C	P	P	P	P	N	P	P	C	P
Hotels/Motels	C	N	C	N	C	N	N	C	P	P	P	C	N	C	P	C	P
Lodge	C	N	C	N	C	N	N	C	P	P	P	C	N	P	P	C	P
Marijuana Cultivation Facility, Limited ³⁰	N	N	C	C	C	C	C	C	N	C	C	C	N	N	N	C	N
Marijuana Cultivation Facility, Standard ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	N
Marijuana Product Manufacturing Facility ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N	N
Marijuana Testing Facility ³⁰	N	N	N	N	N	N	N	N	C	C	P	P	N	N	N	C	C
Professional Offices	C	N	C	C	C	N	N	P	P	P	P	P	N	C	P	P	P
Restaurants	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P
Retail Business	C	N ²⁶	C	N	C	N	N	C	P	P	P	P	S ²⁴	S ²⁴	C	C	P
Retail Marijuana Store ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	C
Theaters	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P
Wholesale Business	C	N	C	N	C	N	N	C	C	P	P	P	N	S ²⁴	C	C	N
INDUSTRIAL																	
Airports	C	P ²⁰	C	N	C	N	N	C	C	C	C	C	N	C	N	N	C
Necessary Aviation Facilities	P	P	C	C	C	C	C	C	P	P	P	P	C	P	C	P	P
Automotive Repair	P	N	C	N	C	N	N	C	P	P	P	P	N	N	N	N	P

ZONING DISTRICTS																	
LAND USES	ALI	C	RR	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU
Gas Manufacturer/ Storage	C ⁹	N	N	N	C	N	N	N	N	N	C ⁹	C ⁹	N	N	N	N	N
Manufacturing/ Fabricating/Assembly	P	N	C	N	C	N	N	C	C	P	P	P	N	C	C	N	C
Mini-Storage Facility	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	C	C
Storage Yard	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	N	C
Warehouses	C	N	C	N	C	N	N	C	N	P	P	P	N	C	N	N	N
PUBLIC/ INSTITUTIONAL																	
Assisted Living	N	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
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
Clinics	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	P	P
Colleges*	N	C	C	C ²⁹	C	C	C	C	P	P	C	C	P	C	C	C	P
Elementary Schools*	N	C	C	C ²⁹	C	C	C	C	P	P	C	C	P	C	C	C	P
Governmental Buildings	P	C	C	C ²⁹	C	C	C	C	P	P	P	C	P	C	C	P	P
High Schools*	N	C	C	C ²⁹	C	C	C	C	P	P	C	C	P	C	C	C	P
Hospitals*	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	C	P
Libraries*	N	C	C	C ²⁹	C	C	C	C ¹²	P	P	P	C	P	C	P	C	P
Museums	C	C	C	C ²⁹	C	C	C	C	P	P	P	C	P	C	P	C	P
Parks and Recreation	N	P	C	C ²⁹	C	C	C	C	P	P	P	P	P	P	P	C	P
MISCELLANEOUS																	
Animal Boarding/ Commercial Kennel ¹³	C	C	C	N	C	C	N	N	C	C	C	C	N	C	N	C	C
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
Bed and Breakfasts	N	C	C	C	C	C	C	C	C	C	C	C	N	P	C	C	P
Cabin Rentals	N	C	C	N	C	N	N	N	P	P	P	C	N	P	P	C	P
Cemeteries	P	C	C	N	C	N	N	N	N	C	C	C	N	C	C	N	N

ZONING DISTRICTS																	
LAND USES	ALI	C	RR	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU
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
Crematories/Funeral Homes	N	N	C	N	C	N	N	C	C	C	C	C	N	C	C	C	C
Day Care Centers ¹²	N	C	C	C ²⁹	C	C	C	C	P	P	P	C	C	C	C	P	P
Dormitories/Boarding Houses	N	C	C	N	C	C	C	P	P ²¹	S	C	P	P ²³	C	C	C	P
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farming/General Agriculture***	N	P	P	N	N	N	N	N	N	N	N	P	N	P	N	N	N
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
Greenhouses/Tree Nurseries ¹³	N	C	C	N	C	C	C	C	P	P	P	C	N	C	C	C	P
Gunsmithing, Taxidermy	N	N	C	C	C	C	C	C	P	P	P	P	N	C	P	P	P
Nursing, Convalescent or Rest Homes	N	N	C	N	C	C	C	C	P	P	C	C	C	C	C	C	P
Parking, Public Lots ¹²	C	C	C	N	C	C	C	C	C	C	C	C	C	C	C	C	C
Personal Services ²⁵	N	C	C	N	C	C	C	C	P	P	P	P	C	C	P	P/C ²⁷	P
Recreational Vehicle Parks	N	C	C	N	C	N	N	C	C	C	C	C	N	C	C	N	C
Subsurface Extraction of Natural Resources ¹⁶	C	C	C	C	C	C	C	C	C	C	C	C	N	C	N	N	N
Surface Extraction of Natural Resources ¹⁷	C	C	C	N	C	N	N	C	N	C	C	C	N	C	N	N	N

* See 42 USCA Sec. 2000cc (Religious Land Use and Institutionalized Persons Act of 2000)

** See 42 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).

(Amended during 7-7-99 supplement; Ord. 1862-2000; Amended during 12-1-00 supplement; Ords. 1911-2001, 1938-2001, 1956-2002, 1962-2002, 1990-2003, 1994-2003, 2053-2004, 2081-2005, 2112-2005, 2113-2005, 2144-2006, 2152-2006, 2185-2006, 2195-2006, 2246-2007, 2272-2007, 2403-2009, 2425-2009, 2546-2011, 2610-2012, 2649-2012, 2688-2013, 2784-2014, 2870-2016, 2884-2016, 3025-2018, 3056-2019, 3083-2019 (Substitute))

The Kenai Municipal Code is current through Ordinance 3102-2020, passed February 5, 2020.

Disclaimer: The City Clerk has the official version of the Kenai Municipal Code. Users should contact the City Clerk for ordinances passed subsequent to the ordinance cited above.

[City Website: www.kenai.city](http://www.kenai.city)

City Telephone: (907) 283-7535

[Code Publishing Company](#)

14.20.320 Definitions.

(a) *General Interpretation.*

- (1) Words used in the present tense include the future tense.
- (2) The singular number includes the plural.
- (3) The word "person" includes a corporation as well as an individual.
- (4) The word "lot" includes the word "plot" or "parcel."
- (5) The term "shall" is always mandatory.
- (6) The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged" or "designed to be used or occupied."

(b) *Specific Definitions.*

"Accessory building" means a detached building or structure, the use of which is appropriate, subordinate, and customarily incidental to that of the main building or to the main use of the land and which is located on the same lot as the main building or use, except as allowed by a conditional use permit. An accessory building shall be considered to be a part of the main building when joined to the main building by a common wall or when any accessory building and the main building are connected by a breezeway.

"Accessory use" means a use customarily incidental and subordinate to the principal use of the land, building, or structure and located on the same lot or parcel of land.

"Administrative official" means the person charged with the administration and enforcement of this chapter.

"Agricultural building" means a building or structure used to shelter farm implements, hay, grain, poultry, livestock, or other farm produce, in which there is no human habitation and which is not used by the public.

"Agriculture" means the science, art, and business of cultivating soil, producing crops, and raising livestock; farming.

"Airport" means a location where aircraft such as fixed-wing aircraft, helicopters, and blimps take off and land. Aircraft may be stored or maintained at an airport. An airport consists of at least one (1) surface such as a paved or gravel runway, a helicopter touchdown and lift off (TLOF) area, helipad, or water runway for aircraft takeoffs and landings, and often includes buildings such as control towers, hangars and terminal buildings.

"Airport compatible uses" means uses which include, but are not limited to: hangars, fixed base operators, aircraft repair and manufacturing, aircraft sales, and other uses approved by the ordinance of the City of Kenai, and the Federal Aviation Administration's regulations, and compatible with the current airport master plan, the airport layout plan and the comprehensive plan.

“Alley” means a public way designed and intended to provide only a secondary means of access to any property abutting thereon.

“Alteration” means any change, addition, or modification in construction, location, or use classification.

“Animal boarding” means any building or structure and associated premises in which animals are fed, housed, and/or exercised for commercial gain.

Apartment House. See “Dwelling, multiple-family.”

“Area, building” means the total of areas taken on a horizontal plane at the main grade level of the principal building and all accessory buildings, exclusive of steps.

“Assemblage” means a large gathering of people for an event such as a concert, fair, or circus.

“Assisted living” means a living arrangement in which people with special needs, especially seniors with disabilities, reside in a facility that provides help with everyday tasks such as bathing, dressing, and taking medication.

“Automobile sales” means the use of any building or structure and associated premises for the display and sale of new or used automobiles, panel trucks or vans, trailers, or recreation vehicles and including any warranty repair work and other repair service conducted as an accessory use.

“Automobile service station” means the use of any building or structure and associated premises or other space used primarily for the retail sale and dispensing of motor fuels, tires, batteries, and other small accessories; the installation and servicing of such lubricants, tires, batteries, and other small accessories; and such other services which do not customarily or usually require the services of a qualified automotive mechanic.

“Automobile wrecking” means the dismantling of used motor vehicles or trailers or the storage or sale of parts from dismantled or partially dismantled, obsolete, or wrecked vehicles.

“Automotive repair” means the use of any building or structure and associated premises on which a business, service, or industry involving the maintenance, servicing, repair, or painting of vehicles is conducted or rendered.

“Bank” means any establishment or building or structure used for a financial institution that provides financial services for its clients or members. The term “bank” includes savings and loan.

“Bed and breakfast” means a residential, owner-occupied dwelling in which rooms are rented to paying guests on an overnight basis with no more than one (1) meal served daily.

“Boarding house” means a dwelling where the principal use is a dwelling by the owner or keeper and where the owner or keeper provides lodging for three (3) or more persons who are not members of the owner’s or keeper’s family and the lodgers pay compensation to use one (1) or more rooms. The common parts of the building or structure are maintained by the owner or keeper who may also provide lodgers with some services, such as meals, laundry, and cleaning. Boarding houses are not motels or hotels and are not open to transient guests.

“Building” means any structure built for the support, shelter, or enclosure of persons, animals, or property of any kind.

“Building code” means the building code and/or other building regulations applicable in the City.

“Building, existing” means a building erected prior to the adoption of the ordinance codified in this chapter or one for which a legal building permit has been issued.

“Building height” means the vertical distance from the “grade,” as defined herein, to the highest point of the roof.

“Building, principal or main” means a building or structure in which is conducted the principal or main use on the lot which said building is situated.

“Business/consumer services” means the provision of services to others on a fee or contract basis, such as advertising and mailing; building maintenance; employment service; management and consulting services; protective services; equipment rental and leasing; commercial research; development and testing; photo finishing; and personal supply services.

“Cabin rentals” means the renting out of one (1) or more individual, detached dwelling units or buildings to provide overnight sleeping accommodations for a period of less than thirty (30) consecutive days.

“Cemetery” means any property used to inter the dead in buried graves or in columbarium, stacked vaults, or similar structures.

“Centerline” means the line which is in the center of a public right-of-way.

“Church” means a building or structure in which persons regularly assemble for worship, ceremonies, rituals, and education pertaining to a particular system of beliefs. The term “church” includes a synagogue or temple.

“City” means the City of Kenai, Alaska.

“Clinic” (or outpatient clinic or ambulatory care clinic) means a health care facility that is primarily devoted to the care of outpatients. Clinics can be privately operated or publicly managed and funded, and typically cover the primary health care needs of populations in local communities, in contrast to larger hospitals which offer specialized treatments and admit inpatients for overnight stays.

“Collector street” means a street located and designed for the primary purpose of carrying through traffic and of connecting major areas of the City. Unless otherwise designated by the Commission, collector street shall be defined on the plan for streets and community facilities in the comprehensive development plan.

“College” means an educational institution providing postsecondary (after high school) education.

“Commercial kennel” has the same meaning given in KMC [3.05.010](#).

“Commercial marijuana establishment” means any retail marijuana store, excluding on-site consumption endorsements, marijuana cultivation facility, marijuana product manufacturing facility, and marijuana testing facility.

“Commercial recreation” means a recreation facility operated as a business and open to the public for a fee.

“Commission” means the Kenai Planning and Zoning Commission.

“Communication antenna” has the same meaning given in KMC [14.20.255](#).

“Communication tower” has the same meaning given in KMC [14.20.255](#).

“Conditional use” means a use which is permitted under the terms of this chapter; provided, that under the specified procedures, the Commission finds that certain conditions specified in this chapter are fulfilled. Conditional uses are listed in the Land Use Table.

“Condominium” means a common interest ownership dwelling in which:

- (1) Portions of the real estate are designated for separate ownership;
- (2) The remainder of the real estate is designated for common ownership solely by the owners of those portions;
- (3) The undivided interests in the common elements are vested in the unit owners. In the Land Use Table (KMC [14.22.010](#)), “condominiums” shall be treated as two (2) or more family dwellings. For example, a four (4) unit condominium building would be treated as a four (4) family dwelling.

“Coverage” means that percentage of the total lot area covered by the building area.

“Crematory/funeral home” means building or structure used for preparation of the deceased for display and/or interment and may also be used for ceremonies connected with interment. Preparation may include cremation, which is the process of reducing dead bodies to basic chemical compounds in the form of gases and bone fragments. This is accomplished through burning—high temperatures, vaporization, and oxidation.

“Day care center” means an establishment where child care is regularly provided for children for periods of less than twenty-four (24) hours, including the building housing the facility and adjoining areas, and where tuition, fees, or other compensation for the care of the children is charged.

“Dormitory” means a building, whether public or private, associated with a school, college or university and designed, used, and arranged for private sleeping, studying, and living accommodation for students.

“Dwelling” means a building or any portion thereof designed or used exclusively for residential occupancy including one-family, two-family and multiple-family dwellings, but not including any other building wherein human beings may be housed.

“Dwelling, multiple-family” means any building containing three (3) or more dwelling units.

“Dwelling, one-family” means any detached building containing only one (1) dwelling unit.

“Dwelling, two-family” means any building containing only two (2) dwelling units.

“Dwelling unit” means one (1) or more rooms and a single kitchen in a dwelling designed as a unit for occupancy by not more than one (1) family for living or sleeping purposes.

“Elementary school” means any school usually consisting of grades pre-kindergarten through grade six (6) or any combination of grades within this range.

“Essential service” means the erection, construction, alteration, or maintenance by public utility companies or municipal departments or commissions, of underground or overhead gas, electrical, steam, or water transmission or distribution systems, collection, communication, supply, or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith. This definition shall not be interpreted to include public buildings.

“Family” means any number of individuals living together as a single housekeeping unit in a dwelling unit.

“Farming” means a tract of land cultivated for the purpose of commercial agricultural production.

“Fence, height” means the vertical distance between the ground directly under the fence and the highest point of the fence.

“Floor area” means the total of each floor of a building within the surrounding outer walls but excluding vent shafts and courts.

“Fraternal organization” means a group of people formally organized for a common object, purpose, or interest (usually cultural, religious or entertainment) that conducts regular meetings and has written membership requirements.

“Frontage” means all the property fronting on one (1) side of a street between intersection streets.

“Garage, private” means an accessory building or any portion of a main building used in connection with residential purposes for the storage of passenger motor vehicles.

“Garage, public” means any garage other than a private garage, available to the public, operated for gain, and which is used for storage, repair, rental, greasing, washing, servicing, adjusting, or equipping of automobiles or other vehicles.

“Gas manufacturer/storage” means the surface use of lands used in the production, the mechanical transformation, or the chemical transformation of hydrocarbon gas and includes uses for gas conditioning/compressor stations. “Storage” means surface uses necessary for storage of produced or nonnative natural gas.

“Governmental building” means a building or structure owned and operated by any department, commission, or agency of the United States or of a state or municipality and used to conduct official business of government.

“Grade (ground level)” means the average level of the finished ground at the center of all walls to a building. In case walls are parallel to and within five (5) feet of a public sidewalk, the ground level shall be measured at the sidewalk.

“Greenhouse” means a building or structure, usually a glassed or clear plastic enclosure, used for the cultivation and protection of plants.

“Guest room” means any room in a hotel, dormitory, boarding, or lodging house used and maintained to provide sleeping accommodations for one (1) or more persons.

“Guide service” means any activity on any premises used for collecting or returning persons from recreational trips when remuneration is provided for the service.

“Gunsmith” means a person who repairs, modifies, designs, or builds firearms.

“High school” means a secondary school usually consisting of grades nine (9) through twelve (12) or any appropriate combination of grades within this range.

“Home occupation” means an accessory use carried out for remuneration by a resident in the resident’s dwelling unit.

“Hospital” means an institution that provides medical, surgical, or psychiatric care and treatment for the sick or the injured.

“Hotel” means a building or group of buildings containing more than five (5) guest rooms used for the purpose of offering public lodging on a day-to-day basis with or without meals.

“Junkyard” means any space one hundred (100) square feet or more of any lot or parcel of land used for the storage, keeping, or abandonment of junk or waste material, including scrap metals or other scrap materials, or for the dismantling, demolition, or abandonment of automobiles, other vehicles, machinery, or any parts thereof.

“Library” means a collection of sources, resources, and services, and the structure in which it is housed; it is organized for use and maintained by a public body, an institution, or a private individual.

“Licensed premises for commercial marijuana establishment” means any and all designated portions of a building or structure, or rooms or enclosures in the building or structure, at the specific address for which a commercial marijuana establishment license is issued, and used, controlled, or operated by the commercial marijuana establishment to carry out the business for which it licensed.

“Loading space” means an off-street space or berth on the same lot with a building or structure to be used for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

“Lodge” means a building or group of buildings containing five (5) or fewer guest rooms used for the purpose of offering public lodging on a day-to-day basis with or without meals.

“Lot” means a parcel of land occupied or to be occupied by a principal use and having frontage on a public street.

“Lot, corner” means a lot situated at the junction of, and bordering on, two (2) intersecting streets, two (2) platted rights-of-way, two (2) government easements, or any combination thereof.

“Lot coverage” means that portion of the lot covered by buildings or structures that require a building permit.

“Lot depth” means the horizontal distance separating the front and rear lot lines of a lot and at right angles to its width.

“Lot line, front—corner lot” means the shortest street line of a corner lot.

“Lot line, front—interior lot” means a line separating the lot from the street.

“Lot line, rear” means a line that is opposite and most distant from the front lot line, and in the case of irregular, triangular, or gore shaped lot, a line not less than ten (10) feet in length, within a lot, parallel to and at the maximum distance from the front lot line.

“Lot line, side” means any lot boundary line not a front lot line or a rear lot line.

“Lot width” means the mean horizontal distance separating the side lot lines of a lot and at right angles to its depth.

“Manufactured housing” means a dwelling unit that meets Department of Housing and Urban Development standards for manufactured housing and is wider than sixteen (16) feet, has a roof pitch of 4:12 or greater with roofing and siding common to standard residential construction and is transported to the site and placed on a permanent foundation.

“Manufacturing/fabricating/assembly” means the mechanical or chemical transformation of materials or substances into new products including assembling of component parts, the manufacturing of products, and the blending of materials such as lubricating oils, plastics, resins or liquors.

“Marijuana” means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. The term does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

“Marijuana concentrate” means resin, oil, wax, or any other substance derived from the marijuana plant by any method which isolates the tetrahydrocannabinol (THC) bearing resins of the plant.

“Marijuana cultivation facility” means any entity with a State license registered to cultivate, prepare, and package marijuana and to sell marijuana to marijuana retail facilities, marijuana products manufacturing facilities, marijuana testing facilities, but not to consumers.

“Marijuana cultivation facility, limited” means an entity registered to cultivate in an area of five hundred (500) square feet or less of cultivation, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

“Marijuana cultivation facility, standard” means an entity registered to cultivate in an area greater than five hundred (500) square feet under cultivation, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

“Marijuana product manufacturing facility” means a State-licensed fully enclosed secure indoor facility registered to purchase marijuana, manufacture, prepare and package marijuana products, and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

“Marijuana products” means concentrated marijuana and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

“Marijuana testing facility” means a State-licensed commercial marijuana testing facility that is registered to analyze and certify the safety and potency of marijuana and marijuana products.

“Mini-storage facility” means a completely enclosed structure containing three (3) or more areas or rooms available for lease or rent for the purpose of the general storage of household goods, vehicles or personal property; where the lessee of the unit is provided direct access to deposit or store items and where vehicles do not fill the majority of the allowed storage space.

“Mobile home” means a structure, which is built on a permanent chassis in accordance with Department of Housing and Urban Development Standards and designed to be used as a dwelling unit, with or without a permanent foundation when connected to the required utilities. A mobile home is subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided.

“Mobile home park” means a site with required improvements and utilities for the long-term parking of mobile homes which may include services and facilities for the residents.

“Modular home” means a dwelling constructed in modules or sections at a place other than the building site, built to conform to KMC Title [4](#), is transported to the site and then assembled and placed on a permanent foundation.

“Motel” means a group of one (1) or more detached or semi-detached buildings containing two (2) or more individual dwelling units and/or guest rooms designed for, or used temporarily by, automobile tourists or transients, with a garage attached or parking space conveniently located to each unit, including groups designated as auto courts, motor lodges, or tourist courts.

“Museum” means a building or structure that houses and cares for a collection of artifacts and other objects of scientific, artistic, or historical importance and makes them available for public viewing through exhibits that may be permanent or temporary.

“Necessary aviation facilities” means any air navigation facility, airport visual approach aid, airfield lighting and signage, meteorological device or any type of device approved by the Federal Aviation Administration (FAA), the location and height of which is fixed by its functional purpose.

“Nonconforming lot” means a lot lawfully existing at the time this chapter became effective, which by reason of area or dimensions, does not meet the development requirements for the zone in which it is located.

“Nonconforming structure” means a structure or portion thereof, lawfully existing at the time this chapter became effective, which by reason of its yards, coverage, height, or other aspects of design, does not meet the development requirements of this zone.

“Nonconforming use” means a use of a structure or land, or of a structure and land in combination, lawfully existing at the time this chapter became effective, or established on the premises of a previous nonconforming use as specified in this chapter, which is not in conformity with the uses permitted in the zone in which it exists.

“Nursing, convalescent or rest home” means a building or structure used as a residence for people who require constant nursing care and/or have significant deficiencies with activities of daily living.

“Office” means a room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government.

“On-site consumption endorsement” means the State-regulated consumption of certain marijuana products at or adjacent to a retail marijuana store by patrons of the commercial marijuana establishment.

“Park” means a tract of land, designated by a public entity for the enjoyment of the public and generally used for active and passive recreational activities.

“Parking, public lots” means a parking area available to the public, whether or not a fee for use is charged.

“Parking space, private” means any automobile parking space, excluding garages, not less than nine (9) feet wide and one hundred eighty (180) square feet in total area.

“Parking space, public” means an area of not less than one hundred eighty (180) square feet exclusive of drives or aisles giving access thereto in area accessible from streets and alleys for the storage of passenger motor vehicles operated by individual drivers.

“Person” means a natural person, his or her heirs, executors, administrators, or assigns, and also including firm, partnership, or corporation, or their successors and/or assigns or the agent of any of the aforesaid.

“Personal services” mean establishments engaged in providing services involving the care of a person or his or her apparel.

“Planned unit residential development” means an alternative method of development of a residential neighborhood under more flexible conditions than otherwise required in a specific zoning district.

“Principal use” means the major or predominant use of a lot or parcel of land.

“Profession” means an occupation or calling requiring the practice of a learned art through specialized knowledge based on a degree issued by an institution of high learning, e.g., Doctor of Medicine.

“Property owner” means the owner shown on the latest tax assessment roll.

“Public” means a place to which the public or a substantial group of persons has access and includes highway, rivers, lakes, transportation facilities, schools, places of amusement or business, parks, playgrounds, prisons, hallways, lobbies and other parts of apartment houses and hotels not constituting rooms or apartments designed for actual residence.

“Recreation” means leisure activities sometimes requiring equipment and taking place at prescribed places, sites, parks, or fields. It can include active recreation, such as structured individual or team activities requiring the use of

special facilities, courses, fields or equipment or passive recreation, such as activities that do not require prepared facilities such as wildlife and bird viewing, observing and photographing nature, picnicking, and walking.

“Recreational vehicle” means a vehicular-type unit, primarily designed as temporary living quarters for recreational camping, or travel use, which either has its own motor power or is mounted on or drawn by another vehicle. Recreational vehicles include, but are not limited to, travel trailers, camping trailers, truck campers, and motor homes.

“Recreational vehicle park” means an area established by a conditional use permit for the parking of two (2) or more recreational vehicles on a temporary basis.

“Recreation or youth center” means a building, structure, athletic playing field, or playground, run or created by a local government or the State to provide athletic, recreational, or leisure activities for minors, or operated by a public or private organization, licensed to provide shelter, training, or guidance for persons under twenty-one (21) years of age.

“Restaurant” means an establishment where food and drink is prepared, served, and consumed primarily within the principal building.

“Retail business” means establishments engaged in selling goods or merchandise to the general public for business or personal/household consumption and rendering services incidental to the sale of such goods.

“Retail marijuana store” means a State-licensed entity registered to purchase marijuana from a marijuana cultivation facility, to purchase marijuana and marijuana products from a marijuana manufacturing facility, and sell marijuana and marijuana products to consumers.

“Secondary use” means a use allowed on a lot or parcel of land only if there is also an allowed principal use on the property.

“Sign” means any words, letters, parts of letters, figures, numerals, phrases, sentences, emblems, devices, trade names, or trademarks by which anything is made known, such as are used to designate an individual, firm, association, corporation, profession, business, or a commodity or product, which are visible from any public street or highway and used to attract attention.

“Square feet under cultivation” means an area of the licensed premises of a standard or limited cultivation facility that is used for growing marijuana, measured on the perimeter of the floor or growing space for marijuana.

“Square feet under cultivation” does not include hallways, equipment storage areas, or other areas within the licensed premises that are not used for growing marijuana such as an office, or a processing or storage area.

“State highway” means a right-of-way classified by the State of Alaska as a primary or secondary highway.

“Storage yard” means a lot used primarily for the storage of operational vehicles, construction equipment, construction materials or other tangible materials and equipment.

“Street” means a public right-of-way used as a thoroughfare and which is designed and intended to provide the primary means of access to property abutting thereon.

“Structure” means that which is built or constructed, an edifice or a building of any kind, composed of parts joined together in some definite manner.

“Subsurface extraction of natural resources” means removing valuable minerals or other geological materials from the earth, from an ore body, vein or (coal) seam. Materials recovered could include gas, oil, base metals, precious metals, iron, uranium, coal, diamonds, limestone, oil shale, rock salt and potash.

“Surface extraction of natural resources” means removal of material, usually soil, gravel, or sand for use at another location.

“Taxidermy” means the act of mounting or reproducing dead animals, fish, and/or birds for display.

“Theater” means a building or structure, or part thereof, devoted to the indoor exhibition of motion pictures and/or of live dramatic, speaking, musical, or other presentations.

“Townhouse” means single-family dwelling units constructed in a series or group of two (2) or more units separated from an adjoining unit by an approved party wall or walls, extending from the basement of either floor to the roof along the linking lot line.

“Tree nursery” means a place where trees/plants are propagated and grown to usable size.

“Use” means the purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

“Variance” means the relaxation of the development requirements of this chapter to provide relief when the literal enforcement would deprive a property owner of the reasonable use of his or her real property.

“Warehouse” means a building or structure used for the storage of goods, wares and merchandise that will be processed, sold or otherwise disposed of off of the premises.

“Wholesale business” means business conducted primarily for the purpose of selling wares or merchandise in wholesale lots to retail merchants for resale.

“Yard” means an open, unoccupied space, other than a court, unobstructed from the ground to the sky, except where specifically provided by this chapter, on the same lot on which a building is situated.

“Yard, front” means a yard extending across the full width of the lot between the front lot line of the lot and the nearest exterior wall of the building which is the nearest to the front lot line.

“Yard, rear” means a yard extending across the full width of the lot between the most rear main building and the rear lot line.

“Yard, side” means a yard on each side of a main building and extending from the front lot line to the rear lot line. The width of the required side yard shall be measured horizontally from the nearest point of a side lot line to the nearest part of the main building.

“Zoning change” means the alteration or moving of a zone boundary; the reclassification of a lot, or parcel of land, from one zone to another; and the change of any of the regulations contained in this chapter.

“Zoning ordinance or ordinances” mean the zoning ordinance of the City of Kenai and KMC Title [14](#).

(Ords. 925, 1017, 1179, 1305-89, 1306-89, 1634-95, 1744-97, 1745-97, 1862-2000, 1910-2001, 2068-2004, 2094-2005, 2099-2005, 2100-2005, 2185-2006, 2195-2006, 2272-2007, 2652-2012, 2688-2013, 2870-2016, 2884-2016, 3068-2019)

The Kenai Municipal Code is current through Ordinance 3102-2020, passed February 5, 2020.

Disclaimer: The City Clerk has the official version of the Kenai Municipal Code. Users should contact the City Clerk for ordinances passed subsequent to the ordinance cited above.

[City Website: www.kenai.city](http://www.kenai.city)

City Telephone: (907) 283-7535

[Code Publishing Company](#)



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3132-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS BY \$454.84 IN THE GENERAL FUND – POLICE DEPARTMENT FOR DRUG INVESTIGATION OVERTIME EXPENDITURES.

WHEREAS, the Kenai Police Department assists the Regional Drug Task Force on initiatives with funding availability through the Alaska High Intensity Drug Traffic Area (HIDTA), which is funded through a federal government appropriation; and,

WHEREAS, funding through HIDTA is available to reimburse certain overtime expenditures for the Kenai Police Officers that assist the regional drug task force on those HIDTA initiatives; and,

WHEREAS, the most recent overtime expense eligible for reimbursement is \$454.84.

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 funds from the HIDTA in the amount of \$454.84 and to expend those funds to fulfill the purpose and intent of this ordinance

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

General Fund:

Increase Estimated Revenues – Federal Grants - Police	<u>\$454.84</u>
Increase Appropriations – Police - Overtime	<u>\$454.84</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 17th day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 3, 2020
Enacted: June 17, 2020
Effective: June 17, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

DATE: May 21, 2020

SUBJECT: **Ordinance No. 3132-2020, Accepting HIDTA Grant Funds**

The Kenai Police Department assists the Regional Drug Task Force. In August of 2019 certain overtime worked to assist the regional drug task force was eligible for reimbursement through the Alaska High Intensity Drug Trafficking Area (HIDTA), which receives its funding through federal appropriation. The Police Department requested and received reimbursement for \$454.84 in overtime expenditures.

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



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3133-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING A BUDGET TRANSFER IN THE AIRPORT TERMINAL IMPROVEMENT CAPITAL PROJECT FUND AND APPROPRIATING FY2020 BUDGETED FUNDS IN THE AIRPORT MASTER PLAN CAPITAL PROJECT, AIRPORT SNOW REMOVAL EQUIPMENT AND AIRPORT OPERATIONS FACILITY IMPROVEMENT CAPITAL PROJECT FUNDS FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) IMPROVEMENT TO THE AIRPORT OPERATIONS FACILITY AND REPLACEMENT OF THE AIRPORT'S WIDE AREA MOWER.

WHEREAS, the FY2021 Airport Capital Improvement Plan included an \$131,000 project to replace the airport's wide area mower and tractor; and,

WHEREAS, fund balance in the amount of \$2,515 remains in the Airport Master Plan Improvement Capital Project Fund from the completed Airport Master Plan Project that is available for reappropriation; and,

WHEREAS, excess funds from the Terminal Rehabilitation Project in the amount of \$208,485 are available for redirection to fund these projects; and,

WHEREAS, repairs to the Airport Operations Facility HVAC and replacement of the Airport's wide area mower are important to operations at the Kenai Municipal Airport and in the best interest of the City and its citizens.

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

Section 1. That the following budget transfer is authorized:

Airport Terminal Improvement Capital Project Fund	
Decrease - Construction	\$ <u>208,485</u>
Increase – Transfer to Other Funds	\$ <u>208,485</u>

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

Airport Master Plan Capital Project Fund	
Increase Estimated Revenues –	
Appropriation of Fund Balance	\$ <u>2,515</u>
Increase Appropriations –	
Transfer to Other Funds	\$ <u>2,515</u>

Section 3. That the estimated revenues and appropriations be increased as follows:

Airport Operations Facility Improvement Capital Project Fund	
Increase Estimated Revenues –	
Transfer from Other Funds	\$ <u>80,000</u>
Increase Appropriations –	
HVAC Repairs Capital Project	\$ <u>80,000</u>

Section 4. That the estimated revenues and appropriations be increased as follows:

Airport Snow Removal Equipment Capital Project Fund	
Increase Estimated Revenues –	
Transfer from Other Funds	\$131,000
Increase Appropriations –	
Wide Area Mower Replacement Capital Project	\$ <u>131,000</u>

Section 5. 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 6. Effective Date: That this ordinance shall take effect on July 1, 2020, the effective date of the FY2021 City of Kenai Annual Budget.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17 day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 3, 2020
Enacted: June 17, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: May 27, 2020

SUBJECT: **Recommended enactment of Ordinance 3133-2020.**

This memo recommends enactment of Ordinance 3133-2020, authorizing appropriations in the Airport Operations and Airport Snow Removal Equipment Capital Improvement Funds and a budget transfer in the Airport Terminal Improvements Capital Project Fund for the funding and establishment of FY2021 Airport Capital Improvement Plan Projects. Funding for these projects will be from residual funds from the completed Airport Master Plan Project and residual funds from the Terminal Rehabilitation Project. The projects include heating, ventilation and air conditioning system upgrades at the Airport Operations Facility, \$80,000 and replacement of the Airports wide area mower, \$131,000. Your support for enactment is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3133-2020 (SUBSTITUTE)

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT SPECIAL REVENUE FUND, AUTHORIZING A BUDGET TRANSFER IN THE AIRPORT TERMINAL IMPROVEMENT CAPITAL PROJECT FUND AND APPROPRIATING FY2020 BUDGETED FUNDS IN THE AIRPORT MASTER PLAN CAPITAL PROJECT, AIRPORT SNOW REMOVAL EQUIPMENT AND AIRPORT OPERATIONS FACILITY IMPROVEMENT CAPITAL PROJECT FUNDS FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) IMPROVEMENT TO THE AIRPORT OPERATIONS FACILITY AND REPLACEMENT OF THE AIRPORT’S WIDE AREA MOWER.

WHEREAS, the FY2021 Airport Capital Improvement Plan included a \$131,000 project to replace the airport’s wide area mower and tractor as well as a \$80,000 project for Airport Operations DDC Controls Conversion; and,

WHEREAS, fund balance in the amount of \$2,515 remains in the Airport Master Plan Improvement Capital Project Fund from the completed Airport Master Plan Project that is available for re-appropriation; and,

WHEREAS, excess funds from the Terminal Rehabilitation Project in the estimated amount of \$XXX,XXX are available for redirection to fund these projects; and,

WHEREAS, the remaining \$XXX,XXX is available in the Airport Special Revenue Fund’s, Fund Balance; and,

WHEREAS, repairs to the Airport Operations Facility HVAC and replacement of the Airport’s wide area mower are important to operations at the Kenai Municipal Airport and in the best interest of the City and its citizens.

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

Section 1. That the following budget transfer is authorized:

Airport Terminal Improvement Capital Project Fund	
Decrease - Construction	\$ <u>XXX,XXX</u>
Increase – Transfer to Other Funds	\$ <u>XXX,XXX</u>

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

Airport Master Plan Capital Project Fund

Increase Estimated Revenues –
Appropriation of Fund Balance \$ 2,515

Increase Appropriations –
Transfer to Other Funds \$ 2,515

Section 3. That the estimated revenues and appropriations be increased as follows:

Airport Special Revenue Fund
Increase Estimated Revenues –
Appropriation of Fund Balance \$XXX,XXX

Increase Appropriations –
Transfer to Other Funds \$XXX,XXX

Section 4. That the estimated revenues and appropriations be increased as follows:

Airport Operations Facility Improvement Capital Project Fund
Increase Estimated Revenues –
Transfer from Other Funds \$ 80,000

Increase Appropriations –
HVAC Repairs Capital Project \$ 80,000

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

Airport Snow Removal Equipment Capital Project Fund
Increase Estimated Revenues –
Transfer from Other Funds \$131,000

Increase Appropriations –
Wide Area Mower Replacement Capital Project \$131,000

Section 6. 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 7. Effective Date: That this ordinance shall take effect on July 1, 2020, the effective date of the FY2021 City of Kenai Annual Budget.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17 day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Ordinance No. 3133-2020 (SUBSTITUTE)
Page 2 of 3

Jamie Heinz, CMC, City Clerk

Approved by Finance: _____

Introduced: June 3, 2020
Enacted: *****, 2020
Effective: *****, 2020



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3134-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, APPROPRIATING FUNDS IN THE WATER & SEWER IMPROVEMENT AND WASTEWATER TREATMENT FACILITY IMPROVEMENT CAPITAL PROJECT FUNDS FOR FY2021 CAPITAL IMPROVEMENT PLAN PROJECTS.

WHEREAS, the FY2021 Water and Sewer Special Revenue Fund Budget included transfers in the amount of \$882,577 to fund Water and Sewer and Wastewater Capital Projects in FY2021; and,

WHEREAS, \$17,423 is available from completed Water and Sewer Capital Projects for reappropriation to new projects; and,

WHEREAS, appropriation of these funds is required to establish and fund new projects which are in the best interest of the City.

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

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

Water & Sewer Improvement Capital Project Fund

Increase Estimated Revenues –	
Transfer from Other Funds	\$97,577
Appropriation of Fund Balance	<u>17,423</u>
	<u>\$115,000</u>

Increase Appropriations –	
SCADA System Integration Capital Project	\$ 35,000
Manhole Restoration Capital Project	<u>80,000</u>
	<u>\$115,000</u>

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

Wastewater Treatment Facility Improvement Capital Project Fund

Increase Estimated Revenues –	
Transfer from Other Funds	<u>\$785,000</u>

Increase Appropriations –	
Digester Blower Replacement and Building Capital Project	\$750,000
SCADA System Integration Capital Project	<u>35,000</u>
	<u>\$785,000</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 this ordinance shall take effect on July 1, 2020, the effective date of the FY2021 City of Kenai Annual Budget.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17 day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 3, 2020
Enacted: June 17, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: May 27, 2020

SUBJECT: Recommended enactment of Ordinance 3134-2020.

This memo recommends enactment of Ordinance 3134-2020 appropriating FY2021 Capital Plan Projects in the Water and Sewer and Wastewater Treatment Facility Capital Improvement Funds. Funding for FY2021 projects will be from a Water & Sewer Special Revenue Fund transfer, included in the FY2021 Adopted Budget, and residual funds from previous Kenai Water & Sewer Capital Projects. The projects include Water & Sewer SCADA Integration, \$35,000, Water and Sewer manhole restoration, \$80,000, Wastewater Treatment Facility digester blower replacement and building construction, \$750,000 and Wastewater Treatment Facility SCADA integration, \$35,000. Your support for enactment is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3135-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, APPROPRIATING FY2020 BUDGETED FUNDS IN THE KENAI MULTIPURPOSE FACILITY IMPROVEMENTS CAPITAL PROJECT FUND FOR INSTALLATION OF AN EXHAUST FAN AND CORROSION REMEDIATION.

WHEREAS, the FY2021 General Fund Budget included a \$152,259 transfer to the Kenai Multipurpose Facility Improvement Capital Project Fund for installation of an exhaust fan and corrosion remediation; and,

WHEREAS, \$2,741 remains in the Kenai Multipurpose Facility Improvement Capital Project Fund from previously completed projects and is available for appropriation to new projects; and,

WHEREAS, appropriation of these funds is required to establish and fund new projects which are in the best interest of the City.

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

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

Kenai Multipurpose Facility Improvement Capital Project Fund	
Increase Estimated Revenues –	
Transfer from General Fund	\$152,259
Appropriation of Fund Balance	<u>2,741</u>
	<u>\$155,000</u>
Increase Appropriations –	
Exhaust Fan Installation Capital Project	\$ 75,000
Corrosion Remediation Capital Project	<u>80,000</u>
	<u>\$155,000</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 this ordinance shall take effect on July 1, 2020, the effective date of the FY2021 City of Kenai Annual Budget.


Ordinance No. 3135-2020
Page 2 of 2

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17 day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 3, 2020
Enacted: June 17, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: May 27, 2020

SUBJECT: **Recommended enactment of Ordinance 3135-2020.**

The purpose of this memo is to recommend enactment of Ordinance 3135-2020 appropriating FY2021 Capital Plan Projects in the Kenai Multipurpose Facility Capital Improvement Fund. Funding for FY2021 projects will be from a General Fund transfer, included in the FY2021 Adopted Budget, and residual funds from previous Kenai Multipurpose Facility Capital Projects. The projects include the installation of an exhaust fan, \$75,000 and corrosion remediation, \$80,000. Your support for enactment is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3142-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING FY2021 ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL, PERSONAL USE FISHERY SPECIAL REVENUE, AND SENIOR CITIZEN SPECIAL REVENUE FUNDS; FOR FY2021 INSURANCE COVERAGE.

WHEREAS, with the assistance of its broker, the City solicited quotes for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation from the two public entity risk pools operating in Alaska; and,

WHEREAS, Alaska Municipal League Joint Insurance Association provided the lowest total quote for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation; and,

WHEREAS, after a coverage comparison, the City's broker has recommended binding of insurance with Alaska Municipal League Joint Insurance Association for the policy year beginning July, 1, 2020 through June 30, 2021 and executing a three-year agreement for coverage to commence on July 1, 2020 and ending June 30, 2023; and,

WHEREAS, sufficient funds were not included in the FY2020 budget for the General, Airport Special Revenue, Personal Use Fishery Special Revenue, and Senior Citizen Special Revenue Funds to bind coverage requiring supplemental funding; and;

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

WHEREAS, maintaining quality and sufficient amounts of insurance coverage 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 estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$5,157</u>
Increase Appropriations – Non-Departmental	
Insurance	\$4,587
Transfer to Senior Citizen Fund	<u>570</u>
	<u>\$5,157</u>

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

Personal Use Fishery Special Revenue Fund:

Increase Estimated Revenues -	
Appropriation of Fund Balance	<u>\$661</u>
Increase Appropriations –	
Public Safety - Insurance	\$123
Streets – Insurance	60
Parks, Recreation & Beautification - Insurance	363
Boating Facility - Insurance	<u>115</u>
	<u>\$661</u>

Section 3. That the estimated revenues and appropriations be increased as follows:

Senior Citizen Special Revenue Fund:

Increase Estimated Revenues -	
Transfer from General Fund	<u>\$570</u>
Increase Appropriations –	
Senior Citizen Access - Insurance	\$129
Congregate Meals – Insurance	155
Home Meals - Insurance	135
Transportation – Insurance	71
Choice Waiver - Insurance	<u>80</u>
	<u>\$570</u>

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

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


Ordinance No. 3142-2020
Page 2 of 3

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17 day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: June 17, 2020
Effective: June 17, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: March 31, 2020

SUBJECT: **Ordinance 3142-2020 – Providing Supplemental Funding to Bind City Insurance Coverage for FY2021.**

The purpose of the memo is to recommend enactment of Ordinance 3142-2020 that will provide supplemental funding in the General Fund, Personal Use Fishery Fund and the Senior Citizen Fund to bind General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation insurance with Alaska Municipal League Joint Insurance Association (AMLJIA) for the period July 1, 2020 through June 30, 2021.

The City terminated its existing three-year agreement with Alaska Public Entity Insurance (APEI) and sought quotes for coverage when APEI's renewal quote exceeded a 10% increase in cost. AMLJIA provide a quote that was approximately 14% less, \$101,422, with comparable terms of coverage and coverage limits.

The insurance markets are "hardening", an industry term when carriers are reducing capacity and seeking higher premiums, because of significant losses in recent years from hurricanes, wildfires, sexual abuse and molestation (SAM) and police liability claims. The projected increase in the FY2021 Budget was not sufficient for the General, Personal Use Fishery, and Senior Citizen funds requiring supplemental funding in order to bind insurance for July 1, 2020 – June 30, 2021.

Your support for Ordinance 3142-2020 is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-41

A RESOLUTION OF THE CITY OF KENAI, ALASKA, APPROVING A LEASE RENEWAL OF AIRPORT RESERVE LANDS BETWEEN THE CITY OF KENAI AND KENAI AVIATION SERVICES, INC. D/B/A AVIATION SERVICES, FOR LOT 1A, BLOCK 1, GENERAL AVIATION APRON SUBDIVISION NO. 6.

WHEREAS, Kenai Aviation Services, Inc. d/b/a Aviation Services, submitted a complete lease application to the City and paid the required application fee; and,

WHEREAS, Kenai Aviation Services is eligible for a lease for a term of 10 years based upon the term table in Kenai Municipal Code (KMC) 21.10.080(b) and a professional estimate of \$250,000 for the value of existing improvements meeting requirements of a lease renewal of an expiring lease in KMC 21.10.070(d)(2); and,

WHEREAS, Kenai Aviation Services is current on obligations to the City of Kenai; and,

WHEREAS, the lease use will continue to be for aircraft parking, aircraft sales & service, repair & maintenance, sale of petroleum products, aircraft parts, aircraft rental, charter flights, pilot training & air cargo service; and,

WHEREAS, there will continue to be a sublease to United Parcel Service, Inc. (UPS) on the parcel; and,

WHEREAS, the lease use is compatible with Kenai Municipal Zoning Code for allowed uses within the Airport Light Industrial (ALI) Zone; and,

WHEREAS, the lease use conforms to the 2016 Comprehensive Plan and supports Goal 5 – Transportation: provide transportation systems that are efficient and adequate to serve the regional needs of the community; and,

WHEREAS, the use proposed is compatible and conforms with the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations; and,

WHEREAS, the City of Kenai did not receive a competing lease application within 30 days of publishing a public notice of the lease application, pursuant to KMC 21.10.075 – Competing Applications; and,

WHEREAS, at a regular meeting on June 11, 2020, the Airport Commission reviewed the lease renewal application submitted by Kenai Aviation Services, Inc. d/b/a Aviation Services and recommended approval by the City Council; and,

Resolution No. 2020-41
Page 2 of 2

WHEREAS, at a regular meeting on June 10, 2020, the Planning and Zoning Commission reviewed the lease renewal application submitted by Kenai Aviation Services and recommended approval by the City Council.

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

Section 1. That a Lease Renewal of Airport Reserve Lands is approved and the City Manager is authorized to execute a lease using the standard lease form between the City of Kenai, Lessor, and Kenai Aviation Services, Inc. d/b/a Aviation Services, Lessee, for a term of 10 years for Lot 1A, Block 1, General Aviation Apron Subdivision No. 6; and,

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: June 12, 2020

SUBJECT: Resolution No. 2020 - 41 - Execution of a 10-Year Lease Renewal

Kenai Aviation Services, Inc. d/b/a Aviation Services (Applicant), submitted an application to the City requesting a 10-year extension to their Lease of Airport Reserve Lands for the property described as Lot 1A, Block 1, General Aviation Apron (GAA) Subdivision No. 6. The property is located at 330 Main Street Loop, Kenai, AK 99611, and the Kenai Peninsula Borough parcel number is 04324028. Pursuant to the term table in Kenai Municipal Code (KMC) 21.10.080(b) and a professional estimate of the value of existing improvements meeting requirements of a lease renewal of an expiring lease in KMC 21.10.070(d)(2), the applicant qualifies for a lease term of 10 years. Pursuant to Kenai Municipal Code 21.10.075 – Leasing and Acquisition of Airport Reserve Lands, Competing Applications, the City posted notice of the lease application and did not receive a competing lease application for the parcel within 30 days.

The applicant currently subleases the parcel to United Parcel Service (UPS) and the applicant expects UPS to continue subleasing the parcel. The applicant has provided the City a copy of their sublease agreement with UPS. The uses allowed on the current lease would remain the same; the uses are the following: aircraft parking, aircraft sales & service, repair & maintenance, sale of petroleum products, aircraft parts, aircraft rental, charter flights, pilot training & air cargo service.

The applicant converted to the City's new standard lease form in 2019. Kenai Aviation Services, Inc. is current on rent payments and obligations to the City. The annual lease rate is set to be \$10,238.46 starting July 1, 2020 with approval of a lease renewal.

The parcel is within the Airport Light Industrial (ALI) Zone. The intent of the ALI Zone is to protect the viability of the Kenai Municipal Airport as a significant resource to the community by encouraging compatible land uses and reducing hazards that may endanger the lives and property of the public and aviation users. The proposed use by Kenai Aviation Services, Inc. is a permitted use in the ALI Zone and is a compatible land use. The sublease to UPS provides necessary shipping services to the City.

The proposed use by the applicant complies with the 2016 Imagine Kenai 2030 Comprehensive Plan. It supports Goal 5-Transportation, which has a vision for Kenai Municipal Airport as a

gateway to the Kenai Peninsula and West Cook Inlet. The proposed use also supports Goal 3-Economic Development to support the fiscal health of the City of Kenai.

The Airport Land Use Plan was developed to identify the highest and best uses of Kenai Municipal Airport land. The Airport Land Use Plan discusses leasing land and enhancing opportunities for local economic development. The proposed use by the applicant complies with the Airport Land Use Plan. The application is also in compliance with the Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations.

The Planning and Zoning Commission recommended approval of the lease application during their June 10, 2020 meeting. The Airport Commission recommended approval of the lease application during their June 11, 2020 meeting.

Resolution No. 2020-41 would grant the approval of the Kenai City Council for the City Manager to enter into a 10-year renewal of the Lease of Airport Reserve Lands between the City of Kenai and Kenai Aviation Services, Inc. d/b/a Aviation Services for Lot 1A, Block 1, GAA Subd. No. 6 and approval of the continuing sublease to UPS.

Thank you for your consideration.

ATTACHMENTS

1. Aerial Map
2. Lease Renewal Application





Action-Approval - 10-Year Lease Renewal
Parcel 04324028
330 Main Street Loop
Lot 1A, Block 1, GAA Apron No. 6



Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.



City of Kenai Land Lease Application

Application for: New Lease
 Amendment Extension
 Assignment Renewal

Application Date: 3/17/20

Applicant Information

Name of Applicant: BAXTER F. SNIDER	
Mailing Address: 799 E. LOEHR LN.	City: MARTINSVILLE State: IN Zip Code: 46151
Phone Number(s): Home Phone: 414 807 8192	Work/Message Phone: 414 807 8192
E-mail: (Optional) nsac@att.net	
Name to Appear on Lease:	KENAI AVIATION SERVICES, INC.
Mailing Address: 799 E. LOEHR LN.	City: MARTINSVILLE State: IN Zip Code: 46151
Phone Number(s): Home Phone: 414 807 8192	Work/Message Phone: 414 807 8192
E-mail: (Optional) nsac@att.net	
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):
LOT 1A, BLOCK 1, GENERAL AVIATION APRON SUBDIVISION NO. 6 ACCORDING TO THE OFFICIAL PLAT THEREOF FILED UNDER PLAT NO. 2007-94, KENAI AIRPORT PLACID?

Does the property require subdivision? (if Yes, answer next questions) YES NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:

1. Do you believe the proposed subdivision would serve other City purposes? YES NO

2. If determined it does not, applicant is responsible for all subdivision costs. Initials BFS

If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant. Initials BFS

It is the responsibility of the applicant to cover recording costs associated with lease. Initials BFS

Do you have or have you ever had a Lease with the City? (if Yes, answer next question) YES NO

1. Legal or brief description of property leased: **THIS PROPERTY**

Request a Lease with an Option to Purchase once development requirements are met? YES NO

Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): **10 YEARS**

Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):

Requested Starting Date: **AT TERMINATION OF CURRENT LEASE 30 JUN 2020**

Proposed Use and Improvements

Proposed Use (check one): Aeronautical Non-Aeronautical

Do you plan to construct new or additional improvements? (if Yes, answer next five questions) YES NO

1. Will the improvement change or alter the use under an existing lease? YES NO

2. What is the proposed use of the improvement? *SUB LEASED TO UNITED PARCEL SERVICE WILL CONTINUE*

3. What is the estimated value of the improvement? *NONE*

4. What is the nature and type of improvement? *NONE*

5. What are the dates construction is estimated to commence and be completed?
(generally, construction must be completed within two years) *N/A*

Estimated Start Date:

Estimated Completion Date:

Describe the proposed business or activity intended: *UPS WILL CONTINUE TO OPERATE THEIR UPLOADING AND DOWNLOADING PACKAGES ON THEIR FEEDER AIRCRAFT AND SORTING TRUCKS LOADS INBOUND AND CONSOLIDATED OUTBOUND*

How does the proposed lease support a thriving business, residential, recreational, or cultural community?
THIS LEASE WILL EXTEND THE UPS OPERATIONS IN KENAI

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

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.

Lease Term based on: Estimated cost of new improvements and Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.

Lease Term based on: Purchase Price Professional Estimate of Remaining Useful Life

Fair Market Value appraisal and/or Estimated cost of new improvements (optional)

Requested Term for Renewal Based on Term Table, not to exceed 45 Years: *10 years*

Submitting an application for a lease does not give the applicant a right to lease or use the land requested in the application. The application shall expire twelve (12) months after the date the application has been made if the City and the applicant have not, by that time, entered into a lease, unless the City Council for good cause grants an extension for a period not to exceed six (6) months. The City has no obligation to amend, renew or extend a lease and may decline to do so upon making specific findings as to why a lease renewal, extension, or amendment is not in the best interest of the City

Signature:	<i>Baxter F. Snider</i>	Date:	<i>14 MAR 2020</i>
Print Name:	<i>BAXTER F. SNIDER</i>	Title:	<i>PRESIDENT</i>

For City Use Only:	Date Application Fee Received:	<i>3/17/20</i>
<input type="checkbox"/> General Fund	Date Application Determined Complete:	<i>3/17/20</i>
<input checked="" type="checkbox"/> Airport Fund	30-Day Notice Publication Date:	<i>3/20/20</i>
Account Number:	City Council Action/Resolution:	<i>6/17/20</i>

Airport Reserve Land
 Outside Airport Reserve

20 VGL RECEIVED



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE BINDING OF INSURANCE COVERAGE FOR THE CITY FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021 AND AUTHORIZING EXECUTION OF A THREE-YEAR AGREEMENT FOR INSURANCE COVERAGE.

WHEREAS, with the assistance of its broker, the City solicited quotes for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation from the two public entity risk pools operating in Alaska; and,

WHEREAS, Alaska Municipal League Joint Insurance Association provided the lowest total quote for General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation; and,

WHEREAS, after a coverage comparison, the City's broker has recommended binding of insurance with Alaska Municipal League Joint Insurance Association for the policy year beginning July, 1, 2020 through June 30, 2021 and executing a three-year agreement for coverage to commence on July 1, 2020 and ending June 30, 2023; and,

WHEREAS, execution of a three-year agreement for coverage entitles the City to a discount of \$31,380 and allows the City to terminate the agreement time should the annual premium for coverage increase by more than 10% year over year, excluding changes in declared values; and,

WHEREAS, maintaining quality and sufficient amounts of insurance coverage is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to bind the City's insurance coverages for the policy period of July 1, 2020 through June 30, 2021 with Alaska Municipal League Joint Insurance Arrangement (AMLJIA).

Section 2. That the City Manager is authorized to execute a three-year agreement for insurance with AMLJIA to for the period July 1, 2020 through June 30, 2023.

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

Resolution No. 2020-42
Page 2 of 2

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 
Contingent upon passage of Ordinance 3042-2020.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: March 31, 2020

SUBJECT: **Resolution 2020-42 – Recommendation to bind coverage with Alaska Municipal League Joint Insurance Association (AMLJIA).**

The purpose of the memo is to recommend binding of General Liability & Automobile, Property & Mobile Equipment, Airport Liability, Marine Liability and Workers' Compensation insurance with Alaska Municipal League Joint Insurance Association (AMLJIA) for the period July 1, 2020 through June 30, 2021 and to authorize the execution of a three-year agreement with AMLJIA for these coverages.

Execution of a three-year agreement entitles the City to a discount of \$31,380. The City may terminate this agreement at any time should the annual premium for coverage increase by more than 10% year over year, excluding changes in declared values.

The City terminated its existing three-year agreement with Alaska Public Entity Insurance (APEI) and sought quotes for coverage when APEI's renewal quote exceeded a 10% increase in cost. AMLJIA provide a quote that was approximately 14% less, \$101,422, with comparable terms of coverage and coverage limits.

Your support for Resolution 2020-42 is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AWARDING A CONTRACT FOR JANITORIAL SERVICES AT THE KENAI MUNICIPAL AIRPORT.

WHEREAS, the following bids for janitorial services at the Kenai Airport were received on June 5, 2020;

BIDDER	TOTAL BASIC BID
Reborn Again Janitorial Service	\$4,231.25/month
Simply Citrus Cleaning & Maintenance	\$5,982.00/month
Integrity Janitorial, LLC	\$6,840.00/month
Tim's Janitorial, Inc.	\$8,190.00/month

and,

WHEREAS, Reborn Again Janitorial Services' bid is the lowest responsible bid and award to this bidder would be in the best interest of the City; and,

WHEREAS, the contract will be for a one-year term between July 1, 2020, through June 30, 2021, and may be extended for four successive one-year terms by mutual consent of the City and the contractor; and,

WHEREAS, the recommendation from City Administration is to award the contract to Reborn Again Janitorial Service for the total annual cost of \$50,775.00; and,

WHEREAS, sufficient monies are appropriated.

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

Section 1. That the City Manager is authorized to execute a contract to Reborn Again Janitorial in the amount of \$50,775.00 for the period of July 1, 2020 and ending June 30, 2021.


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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Mary Bondurant, Airport Manager

DATE: June 8, 2020

SUBJECT: Resolution No. 2020-43 Award of Airport Janitorial Contract

With the current janitorial contract expiring on June 30, 2020, the Airport advertised an Invitation to Bid for Janitorial Services at the Kenai Municipal Airport on May 6th and 10th, 2020. A pre-bid meeting was held on Friday, May 15, 2020.

Four bid packets were picked up and four bids were opened on Friday, June 5, at 10:00 am.

BIDDER	TOTAL BASIC BID
Reborn Again Janitorial Service	\$4,231.25/month
Simply Citrus Cleaning & Maintenance	\$5,982.00/month
Integrity Janitorial, LLC	\$6,840.00/month
Tim's Janitorial, Inc.	\$8,190.00/month

In accordance with the bid documents, the contract award would be to the lowest, qualified, responsive and responsible bidder. All bids were found responsive and responsible with Reborn Again Janitorial Service the lowest bid.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-44

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING A BUDGET REVISION IN THE GENERAL FUND, FIRE DEPARTMENT FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS BOTTLES.

WHEREAS, the fire department received a grant to purchase new self-contained breathing apparatus for each riding position on each apparatus in the department; and,

WHEREAS, the grant did not provide for enough spare bottles and the department is in need of eleven additional bottles to be placed on various pieces of apparatus to provide spares during operational activities; and,

WHEREAS, the Fire Department has purchased two bottles utilizing available funds but is in need of a budget amendment for the purchase of the remaining nine bottles; and,

WHEREAS, the Department has identified surplus fund in other accounts which may be transferred to accommodate this purchase.

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

Section 1. That the following budget revision be made:

Decrease Budgeted Amounts

Fire Department – Repair & Maintenance \$11,800

Increase Budgeted Amounts

Fire Department Fund – Small Tools: \$11,800

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: J. Lub



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: June 8, 2020
SUBJECT: **Resolution 2020-44**

The AFG grant that we just received, allowed us to purchase 21 Self Contained Breathing Apparatus' (SCBA's), which was based on the riding positions for all of our Fire Engines in our fleet. We were able to purchase 21 SCBA's with 1 additional bottle for each, totaling 42 bottles. However, each piece of fire apparatus has spare bottle compartments to provide additional bottles for personnel on scene of a fire, as well as bottles needed for other equipment such as air chisels and fill bottles for our Rapid Deploy Craft (RDC) rescue boat. After the allowable purchases through the AFG grant, we are still currently missing 11 bottles to get us to where we need to be with back ups for personnel and equipment.

In working with Finance, we have identified additional surplus funds in our FY20 budget that we would like to use to purchase these needed bottles. The City received funds from the CARES Act that provided monies to cover wages of Fire personnel, creating a surplus. We had enough funds available to purchase 2 bottles from our Small Tools account, but are requesting a budget revision transferring funds to purchase the remaining 9 bottles. The total of the 9 bottles is \$11,800.

I respectfully request Council approval for this budget revision.



Sponsored by: Vice Mayor Molloy

CITY OF KENAI

RESOLUTION NO. 2020-45

A RESOLUTION OF THE CITY OF KENAI, ALASKA, NAMING THE CITY OF KENAI'S WILDLIFE VIEWING PLATFORM AT BOAT LAUNCH ROAD, THE "TARBOX WILDLIFE VIEWING PLATFORM."

WHEREAS, Ken and Connie Tarbox ("Tarbox") were residents of the Central Kenai Peninsula and officers of the Keen Eye Bird Club, who spent many hundreds of volunteer hours from the early 2000s through 2019 as citizen volunteers, collaborating with multiple government agencies, businesses and citizens, to create educational and recreational opportunities for residents and to promote tourism on the Kenai Peninsula and in the City of Kenai, through the development of infrastructure and programs for wildlife viewing; and,

WHEREAS, Tarbox were the prime citizen movers in the development of the Kenai Peninsula Wildlife Viewing Trail and the publication and distribution of the trail guide, collaborating with Alaska Department of Fish and Game, and several Chambers of Commerce, including the Kenai Chamber of Commerce; and,

WHEREAS, Tarbox recognized that a wildlife viewing platform at the Boat Launch Road would be an excellent addition for this Trail and would bring more tourists to the City of Kenai, providing educational and recreational opportunities in the City of Kenai; and,

WHEREAS, Kenai Watershed Forum was interested in a tidal marsh rehabilitation and conservation project in the same area, and the City of Kenai Administration was interested in both concepts; and,

WHEREAS, Tarbox collaborated with the City of Kenai, the Kenai Watershed Forum, the U.S. Department of the Interior, Kenai National Wildlife Refuge, the Alaska Department of Fish & Game, Conoco Phillips, and the Natural Resource Conservation Service (Kenai) for the funding and construction of the wildlife viewing platform on city land at Boat Launch Road, and for the tidal marsh rehabilitation project; and,

WHEREAS, Tarbox and the Keen Eye Bird Club, together with the Kenai Watershed Forum, developed the programs for the Kenai Birding Festival, and promoted and coordinated the festival together with the Kenai Chamber of Commerce; and,

WHEREAS, Kenai's wildlife viewing platform at Boat Launch Road made the City of Kenai a central hub not only for the festival, but also as a site for the Kenai Chamber of Commerce's referral of visitors, providing an opportunity for residents and visitors to appreciate the Kenai River Flats and enjoy wildlife viewing, including seals, beluga whales, moose and caribou, as well as birds; and,

WHEREAS, Kenai's wildlife viewing platform at Boat Launch Road has not previously been designated with a specified name; and,

Resolution No. 2020-45
Page 2 of 2

WHEREAS, in recognition of the Tarbox's volunteer contributions over many years to development of infrastructure and programs which created educational and recreational opportunities for residents of, and tourists in, the City of Kenai, the City Council desires to recognize Ken and Connie Tarbox by naming Kenai's wildlife viewing platform at Boat Launch Road the "Tarbox Wildlife Viewing Platform;" and,

WHEREAS, the Kenai Watershed Forum, the Department of the Interior, Kenai National Wildlife Refuge, and members of the public have expressed support for the City Council's naming this platform the "Tarbox Wildlife Viewing Platform."

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

Section 1. That in recognition of Ken and Connie Tarbox's volunteer contributions over many years to development of infrastructure and programs which created educational and recreational opportunities for residents of, and tourists in, the City of Kenai, the City Council desires to recognize Ken and Connie Tarbox by naming Kenai's wildlife viewing platform at Boat Launch Road the "Tarbox Wildlife Viewing Platform."

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
CC: City Manager and Administration
FROM: Vice Mayor Molloy
DATE: June 10, 2020
SUBJECT: **RESOLUTION NO. 2020-45**

Kenai's wildlife viewing platform at Boat Launch Road has not previously been designated with a specified name. This resolution names this wildlife viewing platform the "Tarbox Wildlife Viewing Platform" in recognition of Ken and Connie Tarbox's volunteer contributions over many years to development of infrastructure and programs which created educational and recreational opportunities for residents of, and brought tourists to, the City of Kenai.

Members of the public requested, and have supported, naming this platform in recognition of the Tarbox's citizen volunteer work; and project partners Kenai Watershed Forum and the U.S. Department of the Interior, Kenai National Wildlife Refuge, have submitted letters of support for naming this platform the "Tarbox Wildlife Viewing Platform."

Ken and Connie Tarbox moved to Alaska in 1976, then to the Kenai Peninsula in 1980. Ken was the Research Project Leader for Upper Cook Inlet Commercial Fish Division of ADF & G. Connie was a Pre-school teacher. They raised three daughters on the Kenai, and were volunteers for local organizations like Skyview Site Council (Ken) and the Kenai Fine Arts Guild (Connie). After retirement, Ken and others started the Kenai King Salmon Fund, Ken was a Board member of the Community Dialogue Group, and Connie continued her volunteer work with the Kenai Fine Arts Guild.

In 2003-2007, Ken and Connie volunteered with the State of Alaska to implement the Wildlife Viewing Trail concept on the Kenai Peninsula, in order to promote wildlife viewing and related tourism on the Kenai Peninsula and in the City of Kenai. Tarbox met with Chamber of Commerce representatives and local businesses and native groups to define viewing spots, and to arrange for publication and distribution of the trail guide.

In 2008-2009, Tarbox recognized that a wildlife viewing platform at Boat Launch Road would be an excellent addition for this Trail, would bring more tourists to the City of Kenai, and provide educational and recreational opportunities in the City of Kenai. Kenai Watershed Forum was interested in a tidal marsh rehabilitation and conservation project in the same area, and the City of Kenai Administration was interested in both concepts. Tarbox collaborated with the City of Kenai, the Kenai Watershed Forum, the Kenai National Wildlife Refuge, the Alaska Department

of Fish & Game, Conoco Phillips, and the Natural Resource Conservation Service (Kenai) for the funding and construction of the wildlife viewing platform on city land at Boat Launch Road, and for the tidal marsh rehabilitation project. The City Council approved both projects and appropriated the donated funds for construction of this wildlife viewing platform.

Tarbox and the Keen Eye Bird Club, together with the Kenai Watershed Forum, developed the programs for the Kenai Birding Festival, and promoted and coordinated the festival together with the Kenai Chamber of Commerce. Kenai's wildlife viewing platform made the City of Kenai a central hub not only for the festival, but also as a site for the Kenai Chamber of Commerce's referral of visitors, providing an opportunity for residents and visitors to appreciate the Kenai River Flats and enjoy wildlife viewing, including seals, beluga whales, moose and caribou, as well as birds.

Minimal cost to the City will be involved in this naming. The sign at the entrance to Boat Launch Road could be replaced or a naming sign hung from the existing sign. A naming plaque or plaques could be added to the platform itself. The existing footprint at the site of the platform and the marsh rehabilitation area does not need to be altered.

Council's support is respectfully requested.





United States Department of the Interior

KENAI NATIONAL WILDLIFE REFUGE

P.O. Box 2139

Soldotna, Alaska 99669-2139

(907) 262-7021



IN REPLY REFER TO:

20-012de

May 21, 2020

Kenai City Council
210 Fidalgo Ave, #200
Kenai, AK 99611

Dear Council Members,

I would like to offer my sincere thanks to the council for entertaining this motion to name the Wildlife Viewing Platform on the Port of Kenai Road as the Tarbox Wildlife Viewing Platform. Rarely do we find people who make such huge contributions to conservation and our overall community happiness during their retirement years. But Ken and Connie did just that and worked tirelessly for our communities long after very successful and influential contributions during their professional careers in these same communities.

Their collaboration on the development of the Alaska Wildlife Viewing Trail, The Kenai Birding Festival, and Keen-Eye Bird Club, and the building of the Wildlife Viewing Platform have not only cemented a legacy of supporting conservation of birds, but also left a lasting mark that will be utilized by many for years to come. Their efforts attracted birders to the platform from all over the country, bringing in untold dollars to the local community during shoulder times when fishing was still an upcoming event.

Lastly, they never hesitated to take other birders out and share the area with them. This was often encouraging young, up and coming birders, or folks that had travel from faraway places to experience birding on the Kenai Peninsula. The Kenai National Wildlife Refuge and staff can think of no better way to honor Ken and Connie's contributions then to support the Kenai City Council naming the viewing platform the Tarbox Wildlife Viewing Platform and develop signage to reflect this as a huge thank you for their service to our communities.

Sincerely,

Andy Loranger,
Refuge Manager

June 03, 2020

Kenai City Council
210 Fidalgo Avenue
Kenai, AK 99611

Dear Kenai City Council Members and Mayor Gabriel,

The Kenai Watershed Forum (“KWF”) is pleased to offer this letter of support to re-name the wildlife-viewing platform on Boat Launch Road to the “Tarbox Wildlife Viewing Platform,” in recognition of the contributions of Ken and Connie Tarbox (“Tarbox”) to our community.

Among the many contributions of Tarbox to the communities of the Kenai Peninsula, the wildlife-viewing platform is truly an example of citizen volunteers, government agencies and private businesses working together to achieve conservation while responsibly promoting tourism and wildlife viewing on the Kenai Peninsula. Spearheaded by Tarbox, the idea of the wildlife-viewing platform was born out of their volunteerism and community service, particularly their efforts with the Keen Eye Bird Club, which eventually led to the establishment of the Kenai Peninsula Wildlife-Viewing Trail and the Kenai Peninsula Birding Festival.

KWF coordinated with Tarbox, the City of Kenai, the U.S. Fish and Wildlife Service, the Alaska Department of Fish and Game, Conoco Phillips and the Natural Resource Conservation Service (Kenai) to make the idea of a wildlife-viewing platform a reality in 2009. In addition to connecting people with birds and the natural world, this project has, and continues to, increase public understanding of the importance of coastal areas on the Kenai Peninsula.

It is a well-established fact that people are more likely to protect sensitive ecological areas when they have an understanding and direct connection to them. The wildlife-viewing platform certainly confirms this fact, as it has provided an opportunity for the public to make this connection with the Kenai River Flats, learn more about this world-class environment, including the 130+ species of birds and the endangered Cook Inlet beluga whale, and to see the fruits of local volunteerism and partnerships in action.

Tarbox worked closely with KWF over the years, along with many other individuals, businesses and municipalities, on many projects that have led to greater protection for our natural resources and a greater understanding and appreciation for our cultural resources. KWF is proud to support the renaming of the wildlife-viewing platform on Boat Launch Road to the “Tarbox Wildlife Viewing Platform,” as a small way of recognizing the many, positive and impactful contributions Ken and Connie Tarbox have made to the Kenai Peninsula.

Sincerely,



Branden Bornemann
Kenai Watershed Forum
Executive Director

From: [JIM HERBERT](#)
To: [Jamie Heinz](#)
Subject: Tarbox Wildlife Viewing Platform
Date: Wednesday, May 27, 2020 9:38:47 AM

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

Please accept my comments in support of naming the platform to honor Ken and Connie Tarbox.

Thank you
Jim Herbert
Homer

May 27, 2020

The Kenai City Council:

One of my favorite places to visit in the Kenai area is the wildlife viewing platform near the public boat launch at the mouth of the Kenai River. The dynamics of the river and associated wildlife are on display during all seasons. Certain individuals have been critical to making that platform and the surrounding marsh readily available to the public. Ken and Connie Tarbox are two of them.

Please accept my support for honoring the good work they have done for tourism and appreciation of the natural world by naming the platform as The Tarbox Wildlife Viewing Platform. Knowing these people over the years has been a pleasure. They have put the resource first. Ken's career with fishery management with ADFG put him in touch with many user groups. Their work with the Watershed Forum and Keen Eye Birders furthered education and environmental awareness. The Kenai Bird Festival brought many visitors to town.

On a personal level and on a professional level I have enjoyed working with these good people. It is our loss that they have moved out of state, but I feel we can remind ourselves and those in the future of the positive things they have done for us and the environment. Naming the platform in their honor would be that reminder.

Thank you for your consideration.

Jim Herbert
POB 645
Homer, AK 99603

Jamie Heinz

To: Gary & Terri Lyon
Subject: RE: Resolution #2020-45, Tarbox Wildlife Viewing Platform

Jamie Heinz, CMC
Kenai City Clerk
P: (907) 283-8231

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

From: Gary & Terri Lyon
Sent: Tuesday, June 9, 2020 6:09 PM
To: Bob Molloy Jamie Heinz
Subject: Resolution #2020-45, Tarbox Wildlife Viewing Platform

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

June 9, 2020

Greetings Kenai City Council Members:

I am writing in support of Resolution No. 2020-45, the Resolution to name "Tarbox Wildlife Viewing Platform".

Ken and Connie Tarbox are enthusiastic supporters of all things wild. Ken spent a career with Alaska Dept. of Fish and Game and was constantly in touch with other professionals in the field of wildlife conservation management. He and Connie were well-known especially in the birding community of Southcentral Alaska. They were instrumental in the Keen Eye Birders as well as other local conservation efforts. They saw the need and opportunity for this platform to be built. It was through their leadership and efforts that they were able to create a coalition of people, organizations, businesses and government to get it designed and built.

This platform is now a regular stop for all of us Kenai Peninsula birders as well as birders, non-birders and tourists from all over the rest of the world. It's strategic location on the banks of and near the mouth of the Kenai River is excellent. It is also handicap accessible and very easy to get to and use by anybody else.

Thank you for considering this resolution and I hope you pass it.

Best Regards,
Gary Lyon

61770 Skyline Drive
Homer, AK 99603
(907) 299 2000

Jamie Heinz

To: Bob Molloy
Subject: RE: The Ken and Connie viewing Platform

From: Bob Molloy <bmolloy@kenai.city>
Sent: Monday, June 8, 2020 1:25 PM
To: Jamie Heinz <jheinz@kenai.city>; Jacquelyn LaPlante <jlaplante@kenai.city>
Cc: Bob Molloy <bob@molloyforcouncil.com>
Subject: Fwd: The Ken and Connie viewing Platform

Hi Jamie:

Please add Mr. Sonneborn's email to the packet on RES 2920-46.

Bob

Sent from my iPhone

Begin forwarded message:

From: David Sonneborn
Date: June 6, 2020 at 8:29:16 AM AKDT
To: Bob Molloy <bmolloy@kenai.city>
Subject: The Ken and Connie viewing Platform
Reply-To: David Sonneborn

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

Dear Mr Malloy-I hope it is not to late to write you in support of naming the Viewing Platform to honor the Tarboxes. The Tarboxes were very active is supporting wildlife enjoyment on the Kenai Peninsula. They were instrumental in getting the funding and arranging for permitting and construction of the viewing platform. They were important sponsors of the annual shorebird festival in Kenai, And this in the setting of being amongst the nicest people on earth. They did contact me and are very pleased in the efforts to name the viewing platform after them. I hope it comes to pass. Than you very much for your interest.
Sincerely,
David W, Sonneborn

From: George <gbk74@alaska.net>
Date: May 17, 2020 at 8:56:32 AM AKDT
To: Bob Molloy <bmolloy@kenai.city>
Subject: TWVP

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

Hi Bob: Please consider this email-our full support for the renaming of the viewing platform on Boat Launch Rd in Kenai the "Tarbox Wildlife Viewing Platform." Reasoning: It's the right thing to do.

George and Bev Kirsch, Soldotna

Sent from my Galaxy Tab® A

From: Christine Maack <cmaackster@gmail.com>
Subject: Tarbox Wildlife Viewing Platform
Date: May 17, 2020 9:44:21 AM AKDT
To: bob@molloyforcouncil.com

Let me throw in a hearty YES in favor of naming that platform after the Tarboxes. I knew them from birding trips and visits to Kenai and the Kenai Birding Festival and they were wonderful people as well as hardworking organizers of the activities I appreciate. Hope the Kenai Peninsula can find someone who even comes close to their level of contribution.

Christine Maack
formerly of Anchorage

From: Carla Stanley <4rdog24@gmail.com>
Date: May 17, 2020 at 2:22:43 PM AKDT
To: Bob Molloy <bmolloy@kenai.city>
Subject: Ken & Connie Tarbox

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

I have known Ken since the 80's as his daughter and my son Graduated from SOHI together. I also worked for him in Com Fish as a tec from '89 until he retired. He is a good friend, eloquent birder and someone who trusts science and lives to educate others about what he knows. He is adjusting to living in Redding and has a new repertoire of birds to find!

I think it is a GREAT idea to name the platform for Ken and Connie. They were both valuable members of our community and I am sure the people of Redding are lucky to have them move in!
Thank you for thinking of them and doing this. I think Todd Eskelin was also a hard worker on that project.

Carla Stanley
Retired KPBSD teacher in Kenai and Soldotna
Homer Alaska

June 10, 2020

Kenai City Council
210 Fidalgo Avenue
Kenai, Alaska 99611

Re: RESOLUTION 2020-45
"TARBOX WILDLIFE VIEWING PLATFORM"

Dear Mayor and City Council Members:

As a long time Kenai resident, I urge you to adopt Resolution 2020-45, naming the Kenai Wildlife Viewing Platform after Ken and Connie Tarbox. The Tarboxes were instrumental in getting the viewing platform sited and built in Kenai. They have spent hundreds of hours volunteering at the Kenai Visitor & Cultural Center (KVCC), helping visitors enjoy Kenai's and the Kenai Peninsula's many great birdwatching opportunities, and organizing/working the Kenai Peninsula Birding Festival, headquartered at the KVCC, and held annually in mid-May (on hiatus this year because of the coronavirus epidemic). Ken and Connie were also instrumental in getting the *Kenai Peninsula Wildlife Viewing Trail Guide* published and distributed (in hard copy and online). This guide informs visitors about wildlife viewing opportunities on the Kenai Peninsula, including those in Kenai, as well as the history and culture of the various locations.

There is no one more appropriate to name the viewing platform after than Ken and Connie Tarbox. Thank you for your consideration of this letter.

Sincerely,



Kristine A. Schmidt
513 Ash Avenue
Kenai, Alaska 99611
(907) 283-7102

From: [Gary & Terri Lyon](#)
To: [Bob Molloy](#); [Jamie Heinz](#)
Subject: Fwd: Ken Tarbox
Date: Thursday, June 11, 2020 1:39:19 PM

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

Bob,

Here is another letter of support for Resolution No. 2020-45. It was addressed to me from John Wenger, who used to live in Anchorage.

Gary, I am writing to be included as one who believes it would be most proper to name the subject birding lookout to Ken Tarbox. I have known him for many years and even though I left Alaska about six years ago, moving to Idaho, I keep in touch with him and other AK birders all year. I had been coming back up each spring to bird but not this year due to the virus. So please add my name to the list. BTW, I had a nature viewing platform built in Anchorage so when visiting Westchester Lagoon you may see a new site there. Good birding, John Wenger



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-46

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE CITY MANAGER, TO PREPARE AND EXECUTE AN AMENDMENT TO THE CITY OF KENAI'S PARTICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) TO REMOVE THE RECREATION CENTER ASSISTANT CLASS OF EMPLOYEES FROM PARTICIPATION EFFECTIVE NOVEMBER 1, 2003.

WHEREAS, City employees participate in the Alaska Public Employees Retirement System (PERS) unless specifically removed by plan amendment; and,

WHEREAS, the City wishes to remove the Recreation Center Assistant class of employee from PERS; and,

WHEREAS, since entering into a contract for facility management with the Kenai Peninsula Boys & Girls Club in November 2003 the City has not employed Recreation Center Assistants.

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

Section 1. That the City Manager is authorized to execute the fifth amendment to the City of Kenai participation agreement with the Public Employees Retirement System (PERS) effective November 1, 2003 to read as follows:

- 2. The political subdivision agrees that all eligible employees except in the following designated categories will participate in the Retirement System:

- All Elected Officials
 - Recreation Center Assistant

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 5, 2020

SUBJECT: **Resolution 2020-46 Authorizing the Fifth Amendment to the City of Kenai Public Employees Participation Agreement**

The purpose of this memo is to recommend adoption of Resolution 2020-46 that authorizes the fifth amendment to the City of Kenai's Public Employees Retirement System (PERS) participation agreement. The amendment will remove from participation Recreation Center Assistant. The City of Kenai eliminated Recreation Center Assistants in November 2003 when it contracted with the Kenai Peninsula Boys and Girls Club for facility management services of the Kenai Recreation Center.

At the time the City eliminated all Recreation Center Assistants the State of Alaska Department of Administration Division of Retirement and Benefits (DRB) was not requiring termination studies when an entire class of employees was eliminated by a participant. The DRB has agreed to allow this fifth amendment to the City's Participation agreement effective November 1, 2003 and will not be requiring a termination study. If this position is filled in the future they would not be eligible to participate in the PERS reducing the fringe benefits cost for the position by 22%.

Your support is respectfully requested.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Division of Retirement and Benefits
PO Box 110203 Juneau, AK 99811-0203
Phone: (907) 465-4460
Fax: (907) 465-3086

PARTICIPATION AGREEMENT AMENDMENT NO. 5

The Public Employees' Retirement System (PERS) Participation Agreement entered into between the State of Alaska (hereafter referred to as the State) and the City of Kenai on July 1, 1969, and approved by the State on July 1, 1969 is amended effective November 1, 2003, by changing subparagraph 2 on page 2 to read as follows:

The political subdivision agrees that all eligible employees except in the following designated categories will participate in the Retirement System:

- All Elected Officials
- Recreation Center Worker

Authorized Representative Signature

Authorized Representative Name (please type/print)

Authorized Representative's Title

Approved:

Administrator

Date



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-47

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE CITY MANAGER, TO PREPARE AND EXECUTE AN AMENDMENT TO THE CITY OF KENAI'S PARTICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) TO REMOVE THE VISITOR CENTER ASSISTANT AND JANITOR CLASSES OF EMPLOYEES FROM PARTICIPATION EFFECTIVE JULY 1, 2020.

WHEREAS, City employees participate in the Alaska Public Employees Retirement System (PERS) unless specifically removed by plan amendment; and,

WHEREAS, the City wishes to remove the Janitorial and Visitor Center Assistant and Janitor classes of employees from PERS; and,

WHEREAS, because the City has never employed Visitor Center Assistant and Janitorial employees have not participated due to not meeting the minimum number of work hours per week, removal of these classes of employees will not trigger a termination study and creates no ongoing PERS liability to the City.

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

Section 1. That the City Manager is authorized to execute the sixth amendment to the City of Kenai participation agreement with the Public Employees Retirement System (PERS) effective July 1, 2020 to read as follows:

- 2. The political subdivision agrees that all eligible employees except in the following designated categories will participate in the Retirement System:

- All Elected Officials
- Recreation Center Assistant
- Visitor Center Assistant
- Janitor

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 5, 2020

SUBJECT: **Resolution 2020-47 Authorizing the Sixth Amendment to the City of Kenai Public Employees Participation Agreement**

The purpose of this memo is to recommend adoption of Resolution 2020-47 that authorizes the sixth amendment to the City of Kenai’s Public Employees Retirement System (PERS) participation agreement. The amendment will remove from participation Visitor Center Assistant and Janitor classes of employees. The City of Kenai has never employed Visitor Center Assistant as the Kenai Visitor Center has always been managed through facility management agreements with third parties. The City has never had a Janitor position that was regularly scheduled to work 15 or more hours per week. In either case, the City has never had an employee in these position that would have be eligible for PERS participation.

The DRB has agreed to allow this sixth amendment to the City’s Participation agreement effective July 1, 2020 and will not be requiring a termination study. If these positions are filled in the future or regularly scheduled to work 15 or more hours per week, they would not be eligible to participate in the PERS reducing the fringe benefits cost for the position by 22%.

Your support is respectfully requested.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Division of Retirement and Benefits
PO Box 110203 Juneau, AK 99811-0203
Phone: (907) 465-4460
Fax: (907) 465-3086

PARTICIPATION AGREEMENT AMENDMENT NO. 6

The Public Employees' Retirement System (PERS) Participation Agreement entered into between the State of Alaska (hereafter referred to as the State) and the City of Kenai on July 1, 1969, and approved by the State on July 1, 1969 is amended effective July 1, 2020, by changing subparagraph 2 on page 2 to read as follows:

The political subdivision agrees that all eligible employees except in the following designated categories will participate in the Retirement System:

- All Elected Officials
- Recreation Center Worker
- Visitor Center Worker
- Janitor

Authorized Representative Signature

Authorized Representative Name (please type/print)

Authorized Representative's Title

Approved:

Administrator

Date



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020 - 48

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES TO BEGIN DEVELOPMENT OF THE NEW MASTER PLAN FOR THE WASTE WATER TREATMENT FACILITY

WHEREAS, the City of Kenai through enactment of Resolution No. 2020-24 Awarded a term agreement for Professional Services to HDL Engineering; and,

WHEREAS, Fiscal Year 2020 budget includes funds for Master Planning services; and,

WHEREAS, the City received a proposal from HDL Engineering Consultants on May 21, 2020 for Phase 1 of the Waste Water Treatment Facility Master Plan in the amount of \$39,827; and,

WHEREAS, the last Master Plan was completed by CH2M Hill in March 2004; and,

WHEREAS, a current Master Plan is an essential tool to assist with Capital Improvement Planning.

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

Section 1. That the Kenai City Council authorizes the City Manager to execute an agreement with HDL Engineering Consultants to provide Professional Engineering Services to the City for development of a new Master Plan Phase 1 for the Waste Water Treatment Facility and to issue a Purchase Order to HDL Engineering in the amount of \$39,827.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: SB for Teubank



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin

DATE: June 12, 2020

SUBJECT: **Resolution 2020-48**

This is the start of the first project with our new engineering firm HDL Engineering Consultants at the Waste Water Treatment Plant. Funding for Master Planning Services was included in FY2020's existing budget. Phase 1 will provide an initial assessment of the facility. Public Works staff will then be able to direct the team to focus on areas of importance to us. Additional phases are expected and their agreement will be amended as we go.

The last Master plan was developed over 16 years ago. These plans are typically completed every 10 ten years, and the information they provide drive Capital Improvement Plans. This task is necessary and well overdue. Public Works staff fully supports moving forward.

Council's support is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-49

A RESOLUTION OF THE CITY OF KENAI, ALASKA, APPROVING A CONVERSION OF A LEASE OF AIRPORT RESERVE LANDS DESCRIBED AS LOTS 2 AND 3, BLOCK 5, GENERAL AVIATION APRON SUBDIVISION NO. 1 AMENDED, WITH SOAR INTERNATIONAL MINISTRIES, INC. AND APPROVING TEMPORARY DEVELOPMENT INCENTIVES.

WHEREAS, in 2018, the Kenai City Council approved a new standard lease form for Airport lands with Resolution No. 2018-10; and,

WHEREAS, in 2018, the Kenai City Council approved temporary development incentives with Ordinance No. 2998-2018; and,

WHEREAS, the lease for Lots 2 and 3, Block 5, General Aviation Apron Subdivision No. 1 was assigned to SOAR International Ministries, Inc. on May 11, 2020; and,

WHEREAS, the 55-year lease term and use of premises for commercial business establishment and aviation services as per General Aviation Apron Subdivision covenants by SOAR would not change with this conversion; and,

WHEREAS, SOAR has submitted an application for temporary development incentives that meets the requirements of Kenai Municipal Code 21.10.100, Temporary Development Incentives; and,

WHEREAS, SOAR has provided an estimated value of \$140,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, and classified excavation; and,

WHEREAS, at its regular meeting of June 11, 2020, the Airport Commission recommended the City Council adopt this resolution.

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

Section 1. That the attached conversion of lease of Airport Reserve lands converts the City's lease with the SOAR International Ministries, Inc. to the new standard lease form for Airport Reserve lands described as Lots 2 and 3, Block 5, GENERAL AVIATION APRON SUBDIVISION NO. 1 AMENDED, according to the official plat thereof, filed under Amended Plat No. 2004-20, Seward Meridian, Kenai Recording District, State of Alaska is approved.

Section 2. That the temporary development incentives with an estimated value of \$140,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, and classified excavation is approved.

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

Resolution No. 2020-49
Page 2 of 2

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

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

THIS CONVERSION OF LEASE AGREEMENT is entered into between the CITY OF KENAI (Lessor) whose address is 210 Fidalgo Avenue, Kenai, Alaska 99611 and SOAR INTERNATIONAL MINISTRIES, INC. (Lessee) whose address is P.O. Box 1714, Kenai, Alaska 99611 and converts the Lease Agreement entered into on June 1, 1976, and recorded in Book 97 at Pages 485-494 on July 9, 1976, between the City of Kenai and Milton J. and/or Geneva E. Stasek, as original Lessees, in the Kenai Recording District, and amended and assigned on June 12, 2006 by Geneva E. Stasek, as Assignor, and Wendy McGahan, Lynne Dykema, and Gwen Woodard d/b/a Kenai Fabric Center, Inc., as Assignees, and assigned on May 11, 2020 by Geneva E. Stasek, as Assignor, and Wendy McGahan, Lynne Dykema, and Gwen Woodard d/b/a Kenai Fabric Center, Inc., as Assignors, to SOAR International Ministries, to this new Lease Form. While the Commencement date and length of the Lease remain the same, all other terms, conditions, rights, and obligations of this New Lease Form supersede the terms, conditions, rights, and obligations of the prior Lease form entered into on June 1, 1976 and any amendments thereto. This converted Lease becomes effective upon the last date of signature by the parties below.

DEFINITIONS

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

1. Airport – the Kenai Municipal Airport, including all the runways, taxiways, aprons, water lanes, water taxiways, and all City-owned real estate located within the boundaries of the Airport Reserve as defined in KMC Chapter 21.05, Airport Administration and Operation.
2. Airport Manager – the official to whom the City Manager of the City has delegated the authority and responsibility of managing and directing the activities of the Airport. “Airport Manager” includes that person’s authorized representative.
3. City – the City of Kenai, its elected officials, officers, employees or agents.
4. City Manager – the official to whom the Kenai City Council has delegated the responsibility of managing and directing all activities of the City.
5. Contamination – the unpermitted presence of any released Hazardous Substance.

LEASE OF AIRPORT LANDS
SOAR International Ministries, Inc. – Lots 2 and, Block 5, GAA
Initials: _____

- 6. Environmental Law – any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any governmental entity relating to environmental matters, including littering and dumping.
- 7. FAA – the abbreviation for the Federal Aviation Administration.
- 8. Hazardous Substance – any substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.
- 9. KMC – the abbreviation for the Kenai Municipal Code.
- 10. Permanent Improvement – a fixed addition or change to land that is not temporary or portable, including a building, building addition, gravel fill, pavement, retaining wall, storage tank, well, and remediation of contamination for what the lessee is not responsible

**ARTICLE I
PREMISES LEASED**

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

Lots 2 and 3, Block 5, GENERAL AVIATION APRON SUBDIVISION NO. 1 AMENDED, according to the official plat thereof, filed under Amended Plat No. 2004-20, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

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

**ARTICLE II
RIGHTS AND USES**

A. AUTHORIZED USES:

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

Commercial business establishment and aviation services as per General Aviation Apron Subdivision covenants

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

B. RIGHTS RESERVED TO THE CITY:

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

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

1. Any use of the Premises other than those authorized in this Lease.
2. Any use of the Premises that is in violation of a City Ordinance or an Airport

regulation.

- 3. The outside storage on the Premises of junk, salvage aircraft or vehicle parts, non-operational support equipment, unused or damaged equipment or material, or solid waste or debris unless allowed pursuant to a conditional use permit under KMC 14.20.
- 4. The disposal on the Premises or the Airport of waste materials generated by the Lessee, including any Hazardous Substance, slash, overburden, and construction waste.
- 5. The stripping, wasting, or removing any material from the Premises without the prior written approval of the City.
- 6. Erecting structures or allowing growth of natural objects that would constitute an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.
- 7. Any use or activity that is prohibited by applicable law or regulation.

**ARTICLE III
TERM & HOLDOVER**

A. TERM: The initial term of this Lease is for 55 years, from the 1st day of June, 1976, to the 30th day of June 2031.

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

**ARTICLE IV
RENTS AND FEES**

A. RENT: The initial rent for the Premises is \$13,295.98 per year, as established by the City pursuant KMC 21.10.090 and as subject to annual adjustment on July 1 of each year under Article V of this Lease, plus applicable sales tax. The rent shall be payable annually in advance of the first day of each year of the term of this Lease. All payments required by this Lease must be made in U.S. dollars. If the annual rent exceeds \$2,400, the Lessee may, upon written notice to the City, choose to pay the rent in equal monthly installments, payable in advance on or before the anniversary date of the term of this Lease and thereafter at monthly intervals. No conversion of the payment schedule from annual to monthly shall result in the City receiving less rent than it would have received had the conversion not taken place.

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

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

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

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

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

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

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

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

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

I. PAYMENT OF CITY'S COSTS: The Lessee will pay all reasonable actual expenses, costs, and attorney fees City may incur, with or without formal action, to enforce, defend, or protect this Lease or City's rights under this Lease, including any expense incurred with respect

to environmental compliance, bankruptcy or any proceeding that involves the Lessee, the Lease, the Premises, or improvements or personal property on the Premises. The Lessee will make payment within 30 days of the date of each notice from City of any amounts payable under this provision.

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

**ARTICLE V
ADJUSTMENT OF RENT AND FEES**

A. RENT OR FEE ADJUSTMENT: The City shall adjust rent or fees payable by the Lessee under Article IV or other provisions of this lease on July 1 of each year of the lease as proved in KMC 21.10.090 (as effective at the time this lease is executed) and shall make any other adjustments to rent as allowed for in KMC 21.10.090.

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

**ARTICLE VI
ASSIGNMENT & SUBLETTING**

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

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

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

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

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

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

G. SECURITY ASSIGNMENTS AND FINANCING:

1. Subject to the requirements of (A) of this Article VI, the Lessee may assign a security interest in this Lease. The security interest may be in the form of a mortgage, deed of trust, assignment or other appropriate instrument, provided
 - a. the security interest pertains only to the Lessee's leasehold interest;
 - b. the security interest does not pertain to or create any interest in City's title to the Premises; and
 - c. the documents providing for the security interest are acceptable to the City.

2. If the assignment of a security interest to which the City has consented shall be held by an established lending or financial institution, including a bank, an established insurance company and qualified pension or profit sharing trust, and the lending institution acquires the Lessee's interest in this Lease as a result of a foreclosure action or other remedy of the secured party, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, the lending institution may transfer its interest in this Lease to a nominee or a wholly owned subsidiary corporation with the prior written consent of the City, provided, the transferee assumes all of the covenants and conditions required to be performed by the Lessee (including payment of any monies owed by Lessee to the City under the lease). In the event of such a transfer, the lending institution shall be relieved of any further liability under this Lessee.

3. A holder of a security interest in this Lease consented to by the City shall have, and be subrogated to, any and all rights of the Lessee with respect to the curing of any default of this Lease by Lessee.

4. A holder of a security interest consented to by the City that takes possession of this Lease shall not be released from the obligations and liabilities of this Lease unless the holder assigns its leasehold estate to an assignee who is financially capable and otherwise qualified to undertake to perform and observe the conditions of this Lease and the City consents to the assignment. The City's consent will not be unreasonably withheld.

ARTICLE VII

MAINTENANCE, SNOW REMOVAL & UTILITIES

A. MAINTENANCE:

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

B. SNOW REMOVAL:

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

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

ARTICLE VIII OPERATIONS

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

B. LESSEE'S CONTROL AND RESPONSIBILITY:

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

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

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

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

**ARTICLE IX
ENVIRONMENTAL PROVISIONS**

A. HAZARDOUS SUBSTANCE:

- 1. The lessee will conduct its business and/or operation on the Premises in compliance with all environmental laws and permits. If hazardous substances are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state and local laws.
- 2. Lessee will promptly give the City notice of proceeding to abate or settle matters relating to the presence of a Hazardous Substance on the Premises or from

Lessee's operations on the Airport. The Lessee will allow the City to participate in any such proceedings.

B. ENVIRONMENTAL INDEMNIFICATION: If Contamination of the Premises or other property by a Hazardous Substance occurs from the Lessee's operations on the Premises the Lessee will indemnify, defend, and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees, which arise during or after the term of this Lease as a result of such Contamination. This indemnification of the City by Lessee includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, monitoring, or restorative work required by any federal, state, or local governmental agency because of a Hazardous Substance being present in the soil or groundwater or under the Premises or other properties affected by the Contamination.

C. REMEDIATION:

1. In the event of a Hazardous Substance spill on the Premises, the Lessee will immediately notify the City and the Alaska Department of Environmental Conservation and act, promptly, at its sole expense, to contain the spill, repair, any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the City and otherwise comply with the applicable portions of any environmental law.
2. In addition to any notices required by this Lease, the Lessee will immediately notify and copy the City in writing of any of the following:
 - a. Any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to an Environmental Law.
 - b. Any claim made or threatened by any person against the Lessee or arising from the Lessee's operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting, from, or claimed to result from any Hazardous Substances in, on, or under the Airport; or
 - c. Any report made by, or on behalf of, the Lessee to any environmental agency arising out of or in connection with any Hazardous Substances in, on, or removed from the Premises, including any complaints, notices, warnings, or asserted violations.
3. Remediation and restoration of the contaminated area must meet all applicable state and federal regulations and must meet the requirements of all governing regulatory authorities.

D. ENVIRONMENTAL AUDIT: The Lessee will provide the City with all investigative data,

test results, reports, and any other information gathered or analyzed as part of or in relation to any Environmental Assessment, characterization or audit on the Premises or the Airport that Lessee performs or causes to be performed after the starting date of this Lease. The Lessee will submit the data, result, report or information to the City within 60 days following the date on which it becomes available to the Lessee.

E. RELEASE OF LESSEE: The City releases the Lessee from liability to the City for Contamination and the presence of Hazardous Substances that existed prior to the commencement date of this lease unless caused or materially contributed to by the Lessee.

F. SURVIVAL OF OBLIGATIONS: The obligations and duties of the City and Lessee under Article IX of this lease shall survive the cancellation, termination or expiration of this lease.

**ARTICLE X
INDEMNIFICATION & INSURANCE**

A. INDEMNIFICATION:

1. The Lessee will indemnify, save harmless, and defend the City, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm resulting from or arising out of any acts or commission of or omission by the Lessee, Lessee's agents, employees, customers, invitees or arising out of the Lessee's occupation or use of the premises demised or privileges granted, and to pay all costs connected therewith. This indemnification of the City by the Lessee shall include sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from, connected to or on account of this Lease as it relates to the Lessee, the Lessee's activities at or relating to the Airport, or any act or omission by the Lessee, or by any of Lessee's officers, employees, agents, contractors or sub-lessees. These indemnity obligations are in addition to, and not limited by, the Lessee's obligation to provide insurance, and shall survive the expiration or earlier termination of this Lease.
2. The Lessee shall give the City prompt notice of any suit, claim, action or other matter affecting the City to which Paragraph 1, above, may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The City shall have the right, at its option, to participate cooperatively in the defense of, and settlement negotiations regarding, any such matter, without relieving the Lessee of any of its obligations under this provision.
3. As to any amount paid to others for personal injury or property damage with

respect to which an act or omission of the City is a legal cause, notwithstanding Paragraph 1 of this section, the Lessee and the City shall reimburse each other according to the principles of comparative fault. If liability to a third party is subject to apportionment according to comparative fault under this provision, the Lessee and the City shall seek in good faith to achieve non-judicial agreement as to apportionment of fault as between themselves. This apportionment of liability between the City and the Lessee shall not be construed to affect the rights of any person who is not a party to this Lease.

B. **INSURANCE:** At no expense to the City, the Lessee will obtain and keep in force during the term of this Lease, insurance of the type and limits required by this provision. Where specific limits are set, they will be the minimum acceptable limits. If the Lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits. At the time insurance is obtained by the Lessee, all insurance shall be by a company/corporation rated "A-" or better by A.M. Best. The following policies of insurance are required with the following minimum amounts:

1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of Lessee's fuel handling activities. This policy must name the City as an additional insured.
2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.
5. If the Lessee's insurance coverage lapses or is canceled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.

- 6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's operations, any insurance guidelines adopted by the City, and any applicable law.
- 7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

**ARTICLE XI
LAWS & TAXES**

A. **COMPLIANCE WITH LAW:** Lessee shall comply with all applicable laws, ordinances, and regulations of public authorities now or hereafter in any manner affecting the Airport, the Premises or the sidewalks, alleys, streets, and ways adjacent to the Premises, or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances, and regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to hold City financially harmless:

- 1. From the consequences of any violation of such laws, ordinances, and/or regulations; and
- 2. From all claims for damages on account of injuries, death, or property damage resulting from such violation.

B. **UNLAWFUL ACTIVITY:** The Lessee shall not permit any unlawful use, occupation, business, or trade to be conducted on the Premises contrary to any law, ordinance, or regulation, including zoning ordinances, rules and regulations.

C. **LICENSES AND PERMITS:** The Lessee will obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay other fees and charges assessed under applicable law. Nothing in this Lease prevents the Lessee from challenging any taxes or special assessments to the appropriate authority.

D. **LITIGATION:** The Kenai municipal code, including regulations promulgated thereunder, and the laws of the State of Alaska will govern in any dispute between the Lessee and City. If a dispute continues after exhaustion of administration remedies, any lawsuit must be brought in the courts of the State of Alaska, in Kenai, Alaska.

E. **LESSEE TO PAY TAXES:** Lessee shall pay all lawful taxes and assessments which, during the term of this Lease may become a lien upon or which may be levied by the State, Borough, City, or any other tax levying body, upon any taxable possessory right which Lessee

may have in or to the Premises or improvements on the Premises by reason of its use or occupancy or the terms of this Lease provided, however, that nothing in this provision shall prevent Lessee from contesting any increase in a tax or assessment under any applicable law, ordinance, or regulation.

F. PARTIAL INVALIDITY: If any term, provision, condition, or part of this Lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms, provisions, conditions, or parts shall continue in full force and effect as though the declaration had not been made.

**ARTICLE XII
LEASE TERMINATION**

A. CANCELLATION: The City may, after 30 days' written notice to the Lessee, cancel this Lease and recover possession of the Premises if any of the following violations occur, unless the violation is cured within the 30 days:

1. The Lessee fails to pay when due the rents, additional rents, charges, or other sums specified in this Lease, including any increases made under this Lease.
2. The Lessee's check for payment of any sum due under this Lease is returned for insufficient funds.
3. The Lessee uses or authorizes the use of the Premises for any purpose not authorized by this Lease.
4. The Lessee fails to fully perform and comply with any provision in this Lease.
5. The Lessee violates a provision of Kenai Municipal Code applicable to this Lessee.
6. The court enters a judgment of insolvency against the Lessee.
7. A trustee or receiver is appointed for the Lessee's assets in a proceeding brought by or against the Lessee, or the Lessee files a voluntary petition in bankruptcy.
8. Failure by the Lessee to comply with any land development or permanent improvement construction required by this Lease.

B. ENTRY AND RE-ENTRY: In the event that the Lease should be terminated in accordance with this Article XII, or by summary proceedings or otherwise, or upon the Lessee's abandonment of the Premises or a portion of the Premises, the City or its agents, servants, or representatives may, immediately or any time thereafter, re-enter, and resume possession of the Premises or portion thereof, and remove all persons and property therefrom, without being

liable for any damages therefore. No re-entry by the City shall be deemed an acceptance of a surrender of the Lease.

C. CONTINUING OBLIGATIONS UNTIL PREMISES VACATED: The Lessee will continue to pay City rent after the expiration, termination, or cancellation of this lease and to abide by the lease obligations, including providing proof of insurance coverage, through the date Lessee relinquishes possession of and completely vacates the Premises. City will consider the Premises completely vacated if the Lessee has

- 1. Remediated any environmental contamination for which the Lessee is responsible;
- 2. Restored the Premises to a neat and clean physical condition acceptable to the City.

D. REASONABLE CURE:

- 1. In the case of a violation that cannot be reasonably cured within 30 days, a notice of cancellation issued by the City to the Lessee under this Article is stayed if, within the 30-day notice period, the Lessee begins and continues expeditious action to cure the violation. The City will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.
- 2. In the case where, in City's sole determination, Lessee's violation is considered an imminent threat to the airport, public health or safety, or the environment, City will direct the Lessee to stop the activity immediately and may reduce the period to cure the violation, or the City may correct the violation pursuant to (E) of this Article.

E. RIGHT OF CITY TO PERFORM:

- 1. If, after 30 days following notice the Lessee fails or refuses to perform any action required by this Lease, the City will have the right, but not the obligation, to perform any or all such actions required by this Lease at the sole expense of the Lessee. The City will not take action if the Lessee begins and continues expeditious action to perform any action required by this Lease that cannot be reasonably completed within 30 days. The City will, at its sole discretion, determine what constitutes expeditious action and if an action cannot be reasonably performed in 30 days. The City will submit to the Lessee an invoice for the expenses incurred by the City in the performance by the City of any required action. The Lessee will pay the amount of each invoice within 30 days from issuance.
- 2. If Lessee fails or refuses to perform any action that has been deemed an imminent threat the City will have the right, but not the obligation, to perform

any or all such actions required to expeditiously correct the imminent threat. Lessee shall reimburse the City for any cost, including legal fees and administrative costs reasonably incurred by the City in acting to correct the imminent threat violation.

F. WAIVER: A waiver by the City of any default by the Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If the City waives a default, the City is not required to provide notice to the Lessee to restore or revive any term or condition under this Lease. The waiver by the City of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of the City. The City's failure to insist upon the strict performance by the Lessee of any provision in this Lease is not a waiver or relinquishment for the future, and the provision will continue in full force.

G. AIRPORT CLOSURE:

1. If the City closes the airport to aircraft operations for sixty days or less, this Lease will remain in full force and effect without adjustment
2. If the City closes the Airport to aircraft operations for more than sixty days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty days.
3. If the City permanently closes the Airport to aircraft operations and
 - a. this Lease is for aviation or direct aviation support uses, the Lessee may terminate this agreement by written notice to the City; or
 - b. this Lease is for non-aviation uses, the Lessee may request in writing to have the Lease terminated. The City will consider the Lessee's request in light of the City's best interest and either terminate the Lease, or deny the Lessee's request in writing.

H. DISASTERS: The Lessee or City may cancel this lease upon written notice to the other party if:

1. the Premises becomes unusable through no fault of either party and performance under this lease becomes impossible; or
2. the Airport becomes unusable through no fault of either party and the performance under this lease becomes impossible.

If the Lessee elects in writing that it will continue to operate after notice from City to Lessee that the Airport has become unusable, the Lessee's obligations under the Lease will continue,

but City shall be under no obligation to continue to perform.

Causes for termination of the lease under this provision (G) include acts of God, the public enemy, and the United States.

I. NATIONAL EMERGENCY: If the federal government declares a national emergency, neither party may hold the other liable for any inability to perform any part of this Lease as a result of the national emergency.

J. SURRENDER ON TERMINATION: Except as provided otherwise in this Article XII, Lessee shall, on the last day of the term of this Lease (including any extension or renewal thereof) or upon any earlier termination of this Lease, surrender and deliver up the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City.

K. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS:

1. Ownership of Permanent Improvements: Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee's property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.
2. Disposition of Site Development Materials: The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:
 - a. become a part of the realty and the property of the City of Kenai;
 - b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
 - c. may not be removed by the Lessee without the prior written approval of the Lessor.
3. Disposition of Personal Property and Permanent Improvements Other Than Site Development Materials:

- a. Unless the Lessor otherwise directs as provided below, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:
- i. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
 - ii. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;
 - iii. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction as provided below, remediate any Contamination for which the Lessee is responsible, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.
- b. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
- i. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;
 - ii. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for

- purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
- iii. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible and leave the Premises in a neat and clean physical condition acceptable to the Lessor.
- c. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.
 - d. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor.
 - e. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
 - i. that the continued presence of the Permanent Improvements on the Premises are not consistent with any written Airport program or plan required for compliance with applicable federal, state, or local law;
 - ii. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the City of Kenai; or

- iii. that the Permanent Improvements present a hazard to public health or safety.

- f. The departing Lessee to whom the Lessor has issued direction under Paragraph e of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph e of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose of unremoved Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises.

- g. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the City of Kenai. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal and administrative costs, to demolish, remove, dispose, clear title to, or sell the abandoned property and to remediate and restore the Premises.

- h. After the expiration, termination, or cancellation of the Lease, including any holdover, the departing Lessee loses all right to occupy or use the premises without the express or implied consent of the Lessor. Except as the Lessor notifies the departing Lessee otherwise in writing, the Lessor consents to the departing Lessee's continued use and occupancy of the Premises to diligently accomplish the requirements of this Section. Until the departing Lessee relinquishes possession of and completely vacates the Premises and notifies the Lessor in writing that it has relinquished and vacated the Premises, the departing Lessee shall perform the following as if the lease were still in effect,
 - i. pay rent to the Lessor;

- ii. maintain the premises;
 - iii. provide the Lessor with evidence of each insurance coverage, if any, required under the Lease; and
 - iv. cease using the premises other than to diligently accomplish the requirements of this Section, and to comply with the other requirements of the Lease.
- i. A departing Lessee will not be considered to have relinquished possession and completely vacated the Premises until
- i. the departing Lessee has:
 - (a) remediated, consistent with applicable law, any Contamination for which the Lessee is responsible; and
 - (b) restored the Premises to a clean and neat physical condition acceptable to the Lessor; and
 - ii. either
 - (a) removed all of the Lessee's Permanent Improvements and personal property from the premises or sold the Permanent Improvements and personal property to a succeeding Lessee under the provisions of this Lease; or
 - (b) transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

**ARTICLE XIII
GENERAL COVENANTS**

A. **USE OF THE AIRPORT:** Except as provided herein, any regular use of Airport lands or facilities without the written consent of the City is prohibited. This prohibition shall not apply to use of areas designated by the City for specified public uses, such as passenger terminals, automobile parking areas, and streets.

B. **COSTS AND EXPENSES:** Costs and expenses incident to this lease, including but not limited to recording costs, shall be paid by Lessee.

C. **CARE OF THE PREMISES:** The Lessee shall keep the Premises clean and in good order at the Lessee's own expense, allowing no damage, waste, nor destruction thereof, nor removing any material therefrom, without written permission of the City. At the expiration of

the term fixed, or any earlier termination of the Lease, the Lessee will peaceably and quietly quit and surrender the premises to the City.

D. CONSTRUCTION APPROVAL AND STANDARDS: Any building construction on the Premises by the Lessee must be compatible with its surroundings and consistent with the uses authorized under this Lease, as determined by the City. The Lessee must obtain the City’s written approval before placing fill material, beginning any land development, or constructing or demolishing any improvements on the Premises, and before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation, together with specifications or any other information the City reasonably requires. Further, the Lessee will submit to City evidence of the Lessee’s compliance with Federal Aviation Administration regulation 14 CFR Part 77.

E. LEASE SUBORDINATE TO AIRPORT FINANCING REQUIREMENTS: Lessee agrees that City may modify this Lease to meet revised requirements for Federal or State grants, or to conform to the requirements of any revenue bond covenant. However, the modification shall not act to reduce the rights or privileges granted the Lessee by this Lease, nor act to cause the Lessee financial loss.

F. RIGHT TO ENJOYMENT AND PEACEABLE POSSESSION: City hereby agrees and covenants that the Lessee, upon paying rent and performing other covenants, terms, and conditions of this Lease, shall have the right to quietly and peacefully hold, use, occupy, and enjoy the Premises, except that the following shall not construed as a denial of the right of quiet or peaceable possession:

- 1. Any inconvenience caused by public works projects in or about the Premises; and
- 2. Any other entries by the City on the Premises reserved or authorized under other provisions of this Lease.

G. NO PARTNERSHIP OR JOINT VENTURE CREATED: It is expressly understood that the City shall not be construed or held to be a partner or joint venture of Lessee in the conduct of the Lessee’s activities or business on the Premises. The relationship between the City and the Lessee is, and shall at all times remain, strictly that of landlord and tenant, respectively.

H. DISCRIMINATION: The Lessee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Lessee recognizes the right of the City to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law.

I. AFFIRMATIVE ACTION: If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to insure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its sub-organization(s) provide assurance to the City to the same effect that they will also undertake affirmative action programs and require assurances from their sub-organization(s) as required by 14 CFR, Part 152, subpart E. Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

J. INTEGRATION, MERGER, AND MODIFICATION: This Lease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Lease is effective unless in writing and signed on behalf of the City and the Lessee.

K. RIGHT TO ADOPT RULES: City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Airport, including the Premises. The City shall not be liable to Lessee for any diminution or deprivation of possession, or of Lessee's rights under this Lease, on account of the exercise of the City's authority reserved under this provision. Furthermore, the Lessee shall not be entitled to terminate the whole or any portion of the leasehold estate created under this Lease, by reason of the exercise of the City's authority reserved under this provision, unless the exercise thereof so interferes with Lessee's use and occupancy of the Premises as to constitute a termination, in whole or in part, of this Lease by operation of law under the laws of the State of Alaska and of the United States made applicable to the states.

L. LESSEE'S OBLIGATION TO PREVENT AND REMOVE LIENS: Lessee will not permit any liens including, but not limited to, mechanics', laborers', or materialmen's liens obtainable or available under the then existing laws, to stand against the Premises or improvements on the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to the Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises or improvements by or at the direction or sufferance of Lessee. Provided, however, the Lessee shall have the right to provide a bond as contemplated by Alaska law and contest the validity or amount of any such lien or claimed lien. Upon a final determination of the lien or claim for lien, the Lessee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense.

M. CONDEMNATION: In the event the Premises or any part thereof shall be condemned and taken for a public or a quasi-public use, then upon payment of any award or compensation arising from the condemnation or taking, the City and the Lessee shall make a good faith effort to agree upon

- 1. the division of the proceeds;

2. the abatement in rent payable during the term or any extension of the term of this Lease; and
3. other adjustments as the parties may agree upon as being just and equitable under all the circumstances.

If, within thirty days after the award has been paid into Court, the City and Lessee are unable to agree upon what division, abatement in rent, and other adjustments as are just and equitable, the dispute shall be determined by arbitration.

N. **SUCCESSORS IN INTEREST:** This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, subject to such specific limitations on assignment as are provided for in this Lease.

O. **NOTICES:**

1. Any notices required by this Lease must be in writing and must be delivered personally or mailed by certified or registered mail in a prepaid envelope. A mailed notice
 - a. must be addressed to the respective party at the address written on the first page of this Lease or to the latest address designated in accordance with (2) of this Provision (O); and
 - b. shall be deemed delivered on the date it is deposited in a U.S. general or branch post office.
2. The City or the Lessee may, from time to time, designate a new address at which they will receive notices by providing the other party with written notice at least 15 days prior to the effective date of the change. An address change notice must be delivered according to the procedure set out in (1) of this Provision (O).

P. **RETENTION OF RENTAL:** In the event the City terminates this Lease because of any breach by the Lessee, the City shall retain any unused balance of the rental payment last made by the Lessee City as partial or total liquidated damages for the breach.

Q. **FIRE PROTECTION:** The Lessee will take all reasonable precautions to prevent, and take all necessary action to suppress destructive or uncontrolled fires and comply with all laws, regulations, and rules promulgated and enforced by the City for fire protection on the Airport.

R. **PERSONAL USE OF MATERIALS:** No interest in coal, oil, gas or any other mineral, or in any deposit of stone or gravel valuable for extraction or utilization is included in the Premises or in the rights granted by this lease. The Lessee shall not sell or remove from the Premises for use elsewhere any timber, stone, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes.

LEASE OF AIRPORT LANDS

Page 24 of 30

SOAR International Ministries, Inc. – Lots 2 and, Block 5, GAA

Initials: _____

S. APPROVAL OF OTHER AUTHORITIES: The granting of this lease by the City does not relieve the Lessee of the responsibility to obtain any license or permit as may be required by federal, state, or local law.

T. EXECUTION BY THE PARTIES: This Lease is of no effect unless signed by the Lessee, or a duly authorized representative of Lessee, and an authorized representative of the City.

U. CAPTIONS: The captions of the provisions of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.

V. RIGHTS OF CONSTRUCTION: This Lease is intended to make public property available for private use, while at all times protecting the public interest to the greatest extent possible. Following the rule that transfers of interest in public property are to be strictly construed in favor of the public property landlord, all rights granted to the Lessee under this Lease will be strictly construed, and all rights of the City and the protections of the public interest will be liberally construed.

W. LESSEE ACKNOWLEDGEMENT: The Lessee acknowledges that the Lessee has read this Lease and fully understands its terms, that the Lessee has been fully advised or has had the opportunity of advice by separate legal counsel, and voluntarily executes this Lease. Lessee also acknowledges and agrees that the rule of interpretation under which a document is construed against the drafter will not apply to this Lease.

X. APPROVAL BY LESSOR: Any approval required of the Lessor by this Lease will not be unreasonably withheld. The Lessor's approval does not waive the Lessee's legal responsibility or liability to comply with all applicable federal and state laws and regulations.

**ARTICLE XIV
SURVEY, IMPROVEMENTS AND PERFORMANCE BOND**

A. SURVEY: The Lessee is solely responsible, at its sole expense, to confirm or establish the physical location of the boundaries of the Premises prior to beginning any construction thereon, including clearing grubbing, back-filling and environmental sampling. Any survey of the Premises shall be performed by a Land Surveyor registered in the State of Alaska. The Lessee shall furnish the City with a copy of the plat of any survey performed on the Premises by, or on behalf of, the Lessee.

B. IMPROVEMENTS:

- 1. REQUIRED IMPROVEMENTS: At no cost to the City, Lessee agrees to complete land development and construction of Permanent Improvements including **NON-APPLICABLE** by no later than **NON-APPLICABLE**, with an aggregate cost of at least \$ **NON-APPLICABLE**, excluding financing costs. In addition to the as-built drawings required by this Lease, the Lessee must submit to the City written evidence that the Lessee has completed the land

development and constructed improvements on the Premises with an aggregate cost or investment of not less than \$ **NON-APPLICABLE**.

The evidence of cost must be submitted to the City within sixty days of the completion of the development and improvements, but by no later than **NON-APPLICABLE**.

- a. Costs considered toward the aggregate cost of permanent improvements include building construction, design, labor, materials, materials shipping, permits, equipment, soil testing, environmental baseline report, and environmental assessment directly related to the construction; premises and as-built surveys; site preparation, including excavation, geotextile fabric, filling, grading, fill material, gravel, and pavement, remediation of environmental contamination (unless Lessee caused or Materially Contributed To the Contamination); and utility connection costs.
 - b. The cost of Permanent Improvements excludes:
 - 1. work performed by the City and not reimbursed by the Lessee; and
 - 2. work performed by the Lessee and reimbursed by the City.
2. **FAILURE TO COMPLETE IMPROVEMENTS:** If the Lessee fails to complete the required construction within the time allowed under (b)(1) of this Article, including any extensions granted, the City will execute against and the Lessee will forfeit, any bond or other guarantee given by the Lessee and, as applicable, City will:
- a. initiate cancellation of the lease; or
 - b. reduce the term of the lease to a period that is consistent with the portion of the required construction timely completed.
3. **APPEARANCE:** When completed, all improvements on the Premises must be neat, presentable, and compatible with the authorized use of the Premises under this Lease, as determined by the City.
4. **CITY APPROVAL REQUIRED:** The Lessee must first obtain the City’s written approval before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation. Further, the Lessee will submit to City evidence of the Lessee’s compliance with the FAA regulation 14 CFR Part 77.

5. CITY APPROVAL WITHHELD: The City's approval of any construction, alteration, modification, or renovation will not be withheld unless
 - a. the Lessee fails to demonstrate adequate financial resources to complete the project;
 - b. the project plans, specifications, and agency approvals are incomplete;
 - c. the proposed project would result in a violation of an applicable ordinance, regulation, or law;
 - d. the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the airport;
 - e. the proposed project is inconsistent with the Airport Master Plan;
 - f. the proposed project is inconsistent with the terms of the lease, zoning ordinances, or the City's Comprehensive Plan;
 - g. the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or
 - h. the proposed project does not conform to generally recognized engineering principles or applicable fire or building codes.

6. DEMOLITION: Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to City a written scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. City will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.

7. BUILDING SETBACK: No building or other permanent structure may be constructed or placed within twenty feet of any lot of the Premises without City's prior written approval. In addition, no building or other permanent structure may be constructed or placed within twenty feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.

8. AS-BUILT DRAWINGS: Within sixty days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the City a copy of an as-built drawing, acceptable to the City, showing the location and dimensions of the improvements, giving distances to all Premises' boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to approval of the City.

- 9. AIRPORT SECURITY FENCING: If any construction by the Lessee requires a realignment or alteration of an existing security fence on the Premises or boundary of the Premises, the Lessee agrees to realign or alter the fence in a manner approved in writing by the Airport Manager. Anytime the fence must be breached to allow the Lessee to complete improvement construction or fence modifications, the Lessee shall, at the Lessee's sole expense place temporary barriers to maintain the security of the Airport, as determined by the Airport Manager. If damage occurs to a security fence on the Premises or boundary of the Premises in connection with the Lessee's use or occupation of the Premises, the Lessee shall promptly repair the fence to the satisfaction of the Airport Manager.

- 10. DAMAGE TO IMPROVEMENTS: If Lessee's improvements on the Premises are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two years following the damage or destruction. If the Lessee fails to timely rebuild or restore the improvements, the City may, at its sole discretion, either reduce the term of this Lease commensurate with the estimated value of the Lessee's remaining, fully functional improvements on the Premises, or cancel this Lease.

- 11. DAMAGE NEAR EXPIRATION: If Lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five years of the expiration of the term of this Lease, Lessee may remove the damaged improvements, restore the Premises and terminate this Lease.

C. PERFORMANCE BOND (Optional): Prior to beginning the construction of permanent improvements required under (1) of this Article, the Lessee shall submit to the City a performance bond, deposit, or other security in the amount of \$ **NON-APPLICABLE**. The form of the bond or other security shall be subject to the City's approval.

D. SURRENDER ON TERMINATION: Lessee shall, on the last day of the term of this Lease or upon any earlier termination of this Lease, surrender and deliver upon the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City. Upon the end of the term of this Lease, including any extension or renewal, or any earlier termination thereof, title to the buildings, improvements and building equipment shall automatically vest in City without requirement of any deed, conveyance, or bill of sale thereon. However, if City should require any such document in confirmation hereof, Lessee shall execute, acknowledge, and deliver the same and shall pay any charge, tax, and fee asserted or imposed by any and all governmental unites in connection herewith.

E. NOTICE OF CONSTRUCTION: The Lessee agrees to notify the City in writing three days prior to commencing any construction project valued in excess of \$1,000.00 on the Premises. The Lessee agrees to assist in the posting of a notice of non-responsibility and maintenance of the notice on the Premises during construction. Lessee agrees that in the

event the Lessee fails to notify the City as required by this Provision (f), the Lessee shall indemnify the City against any materialmen's liens as defined in AS 34.35.050 which arise as a result of construction on the premises.

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

LESSEE:
SOAR International Ministries, Inc.

LESSOR:
City of Kenai

By: _____ Date
Richard L. Page
Its: President

By: _____ Date
Paul Ostrander
Its: City Manager

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, Richard L. Page, President of SOAR International Ministries, Inc., being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, Paul Ostrander, City Manager of the City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, City Clerk

SEAL:

Approved as to Lease Form:

Scott Bloom, City Attorney

After Recording, Return to:
City of Kenai
210 Fidalgo Ave.
Kenai, AK 99611

LEASE OF AIRPORT LANDS
SOAR International Ministries, Inc. – Lots 2 and, Block 5, GAA
Initials: _____



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: June 10, 2020

SUBJECT: Resolution No. 2020-49 – Lease to SOAR for Lots 2 and 3, Bl. 5, GAA

SOAR International Ministries, Inc. (SOAR) has requested to convert to the new standard lease form for Airport lands that was adopted with Resolution No. 2018-10 to align with changes that were made under Ordinance No. 2998-2018 to Title 21, City Airport Reserve Lands. A map of the parcels leased by SOAR International Ministries is attached to this memorandum. The parcels are within the Airport Light Industrial (ALI) Zone of the City and within the Airport Reserve. The Airport Commission recommended the City Council adopt Resolution No. 2020-49 at their meeting on June 11, 2020.

SOAR has also submitted an application for lease development incentives. SOAR has stated they estimate a value of \$140,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, and classified excavation. SOAR has provided a value of the work prepared by a qualified engineer licensed to work in Alaska as part of their application materials to meet requirements of Kenai Municipal Code 21.10.100, Temporary development incentives.

Resolution No. 2020-49 would convert SOAR's lease to the new standard lease form and approve of temporary development incentives, which would apply a credit towards lease payments for a maximum of five (5) years once the accepted scope of work has been completed for site preparation. Thank you for your consideration.

Cc: Mary Bondurant, Airport Manager



Resolution No. 2020-49 - Lease Conversion and Development Incentives Application

Parcels 04324016 and 04324017
105 and 115 North Willow Street
Lots 2 and 3, Block 5, GAA Subd. No. 1 Amended



LEGEND

Lots 2 and 3, Bl. 5, GAA Subd.

0 20 40 Feet

Date: June 2020

Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.





**City of Kenai
Lease Development Incentive
Application**

RECEIVED
CITY OF KENAI
DATE 6/5/2020
PLANNING DEPARTMENT

Application Date: 06/05/2020

Applicant Information

Name of Applicant:	SOAR International Ministries - Richard Page					
Mailing Address:	P.O. Box 1714	City:	Kenai	State:	Alaska	Zip Code: 99611
Phone Number(s):	Home Phone: cell 907-252-1841		Work/ Message Phone: 907-283-1961			
E-mail: (Optional)	RichardPage@soarinternational.org					

Lease Information

Eligible development

To qualify for a lease credit toward rent for a **maximum of five years**, an applicant for a new lease, extension, or renewal must complete commercial development on the property within two years to receive the credit, which is based on the value of site preparation work on the leased premises. Examples of eligible work include: clearing and grubbing, unclassified excavation, classified fill and back fill, and utility extensions.

Required documentation

1. An estimate of the value of the work, including a scope of work, prepared by a qualified engineer licensed to work in Alaska must be provided to the City and accepted **prior to work being performed**. Any changes to the estimate must be provided to the City and accepted prior to work being performed to be eligible for the credit.
2. A certification from a qualified engineer that the accepted scope of work has been completed must be provided to the City and accepted at the completion of the work for the credit to be applied.

Application is for:

- Existing Lease Property
- New Land Lease Application

Description of property:

Lots 2 and 3, Block 5, General Aviation Apron

Description of work to be completed:

- Clearing and grubbing
- Unclassified Excavation
- Classified Excavation
- Utility Extensions
- Other:

Estimated value of work: \$140,000

Estimated start date: June 2020

Estimated completion date: July 2020

Attachment(s):

- Scope of work
- Other:

By signing and dating below, the applicant agrees to fulfill the above requirements and understands that if these requirements are not met, the applicant will not be eligible for a development credit toward rent.

Signature:	<i>Richard Page</i>	Date:	06/05/2020
Print Name:	Richard Page	Title:	President

For City Use Only:	Date Application Received:	_____
<input type="checkbox"/> General Fund	Date Scope of Work Approved:	_____
<input type="checkbox"/> Airport Fund	Amount of Credit Applied:	_____
<input type="checkbox"/> Airport Reserve Land		
<input type="checkbox"/> Outside Airport Reserve		



STEAM ON WHEELS, LLC
45240 KNIGHT DRIVE #4
SOLDOTNA, AK 99669

Inv Page 139
 Invoice Number
 8688
 Invoice Date
 Jun 4, 2020
 Page:
 1

Voice: **9072623240**
 Fax: **9072605230**

Sold To: SOAR International Ministries
 42962 Kalifornsky Beach Road
 Soldotna, AK 99669
 USA

Ship to:

Customer ID		Customer PO		Payment Terms	
SOAR International				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		Courier			7/4/20
Quantity	Item	Description	Unit Price	Extension	
1.00		Remove Trees. Excavate overburden down to good sub base and bring pad up to desired level for concrete. Approx qty of overburden is 3500 cy and 4000 cy gravel	140,000.00	140,000.00	
1.00		Notes: See attached drawing for representation of pad on 105 and 115 North willow street.			

Check/Credit Memo No



Subtotal	140,000.00
Sales Tax	
Total Invoice Amount	140,000.00
Payment/Credit Applied	
TOTAL	140,000.00

www.steamonwheelsllc.com

Finance Charges will be charged on all overdue invoices.



Lots 105 and 115 SJAR International



Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
 - Town Medium Volume
 - Town Low/Seasonal; Other
 - Proposed
- ▭ Parcels

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. It is not to be used for navigation.

0 0.01 0.02 Miles

Coordinate System: NAD_1983_StatePlane_Alaska_4_FIPS_5004_Feet

DATE PRINTED: 6/4/2020

Notes

Type any notes here.

Review Memo
Via email

Date: 11 June 2020

To: City of Kenai Planning Dept.

Attn: Elizabeth Appleby, AICP, City Planner

From: Cody McLane, PE

Project: SOAR International Ministries

Re: Lease Development Incentive Cost Estimate Review

Elizabeth,

SOAR International Ministries is proposing to upgrade civil infrastructure on COK lease lots 2 and 3, block 5 General Aviation Apron. Proposed improvements include the construction of a non-frost-susceptible (NFS) gravel embankment suitable for operations as shown in attachment A. Approximate area is 2,000 sf based on KPB GIS mapping software area function. The embankment will extend to perimeter property lines and encompass all remaining parcel area not already developed. SOAR has received a cost proposal from Steam On Wheels, LLC to construct proposed improvements for \$140,000.00.

Scope of work includes:

- Mobilization and demobilization of equipment and supplies
- Clearing and grubbing
- Removal of unsuitable silt overburden
- Construction of non-frost-susceptible gravel embankment just below finish floor of existing building on parcels
- Utility investigation and avoidance
- Traffic Control and signage
- Construction staking
- Miscellaneous work

Steam On Wheels dug (3) test holes onsite and indicated that the average overburden depth is 3 feet and that finish floor of the onsite building is approximately 6 to 12 inches above grade of proposed expansion area. Based on GIS derived area of 28,000 SF, I calculate approximately 3,110 CY of unsuitable excavation and 3,630 CY of compacted gravel borrow will be necessary to construct the embankment as described. Based on typical local construction costs I would expect the project to cost the following:

• Mobilization:		\$12,000.00
• Clearing and Grubbing:		\$8,000.00
• Unclassified Excavation:	\$7 to \$9 per CY	\$25,000.00
• NFS Gravel Borrow:	\$20 to \$24 per CY	\$80,00.00
• Utilities:		\$2,500.00
• Traffic Control:		\$2,000.00
• Construction Surveying:		\$2,000.00
• Miscellaneous work:		\$5,000.00
 Total Cost:		 \$136,500.00

Based on the above Engineer's Estimate I believe the agreement between Steam On Wheels and Soar International Ministries for \$140,000.00 is reasonable given typical variance in construction costs for each project.

Please feel free to contact me if you have any questions or comments.

Sincerely,
Cody R. McLane, P.E.
Principal
McLane Consulting, Inc.



6/11/2020

Attachments:

- Map with anticipated embankment construction area



Map Title



Legend

- Township Lines
- Section Lines
- Parcels



Notes

0.0 0 0.02 0.0 Miles

Coordinate System: NAD_1983_StatePlane_Alaska_4_FIPS_5004_Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. Do not use for navigation.

DATE PRINTED: 6/11/2020



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-50

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN IN-KIND MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF THE ARMY FOR DESIGN WORK PRIOR TO EXECUTION OF A DESIGN AGREEMENT FOR THE KENAI BLUFF STABILIZATION PROJECT.

WHEREAS, the Kenai Bluff Stabilization Project has been a top priority of the City of Kenai for at least the last 40 years; and,

WHEREAS, on September 21, 2011 the Kenai City Council passed Resolution 2011-67 authorizing the City Manager to enter into an agreement with the United States Army Corps of Engineers to complete a feasibility study of the project; and,

WHEREAS, on April 10, 2019, the Director's Report, approving the feasibility study and allowing the project to move into the Pre-construction Engineering and Design (PED) phase of the project was provided by the United State Army Corps of Engineers; and,

WHEREAS, while the City continues to pursue a PED agreement to allow design of the project to commence with full participation from the United States Army Corps of Engineers the City also pursued an agreement with the United States Army Corps of Engineers for design work prior to execution of the PED agreement, an agreement that is authorized under Section 221(a)(4) of the Flood Control Act of 1970, as amended (221 MOU); and,

WHEREAS, the 221 MOU allows the City to conduct in-kind work that is integral to the project, such as engineering and design, real estate, economic and environmental analyses, and evaluation costs; supervision and administration costs; and documented incidental costs associated with providing the work; and,

WHEREAS, conducting this work under the 221 MOU allows work to begin on the project during this construction season, in anticipation of finalizing the PED Agreement towards the end of 2020.

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

Section 1. That the City Manager is authorized to execute an in-kind memorandum of understanding with the United States Army Corps of Engineers for design work prior to execution of a design agreement for the Kenai Bluff Stabilization Project.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 17th day of June, 2020.

Resolution No. 2020-50
Page 2 of 2

BRIAN GABRIEL, SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

IN-KIND MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE DEPARTMENT OF THE ARMY
 AND THE
 CITY OF KENAI, ALASKA
 FOR DESIGN WORK
 PRIOR TO EXECUTION OF
 A
 DESIGN AGREEMENT
 FOR THE
 KENAI BLUFFS BANK STABILIZATION PROJECT

THIS IN-KIND MEMORANDUM OF UNDERSTANDING (hereinafter the “In-Kind MOU”) is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Alaska District (hereinafter the “District Commander”) and the City of Kenai, Alaska (hereinafter the “Non-Federal Interest”), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 221(a)(4) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b(a)(4)), provides that a cost sharing agreement may provide credit for the value of materials or services provided before the execution of such cost sharing agreement if the Secretary and the non-Federal interest enter into an In-Kind MOU under which the non-Federal interest shall carry out such work and only work carried out following the execution of such In-Kind MOU shall be eligible for credit;

WHEREAS, the Non-Federal Interest understands and acknowledges that any credit for eligible in-kind contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Design Agreement for the project or separable element thereof; and

WHEREAS, by letter dated May 19, 2020, the Non-Federal Interest stated its intent to provide certain design work (hereinafter the “Design Work”, as defined in Paragraph 1 of this In-Kind MOU) prior to the execution of the Design Agreement for the Kenai Bluffs Bank Stabilization Project at Kenai, Alaska.

NOW, THEREFORE, the parties agree as follows:

1. The Non-Federal Interest shall provide the Design Work in accordance with the terms and conditions of this In-Kind MOU and requirements of applicable Federal laws and implementing regulations. The Design Work shall consist of, performance of design of all of the Federal project, including data collection related to design work as generally described in the letter from the Non-Federal Interest.

2. The Non-Federal Interest shall keep books, records, documents, and other documentation of costs and expenses incurred for the Design Work in accordance with this In-Kind MOU. The value of the Design Work shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Interest incurred to provide the Design Work. Such costs may include, but are not necessarily be limited to: engineering and design, real estate, economic and environmental analyses, and evaluation costs; supervision and administration costs; and documented incidental costs associated with providing the Design Work, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Interest’s employees.

3. The Non-Federal Interest understands that eligibility for credit for the Design Work is subject to:

a. A determination by the Division Commander for Pacific Ocean Division that the Design Work is integral to the project;

b. Review and verification by the Government that the Design Work was accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies; and

c. An audit by the Government to determine the reasonableness, allocability, and allowability of such costs.

4. The Non-Federal Interest understands further that:

a. No interest charges or adjustment will be applied to the costs incurred for the Design Work to reflect changes in price levels ;

b. Federal program funds may not be used to meet any of its obligations under this In-Kind MOU unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor;

c. Only the costs of the Design Work that do not exceed the Government’s estimate of the cost of such work if the work had been accomplished by the Government are eligible for credit;

d. No credit will be provided for the value of Design Work obtained at no cost to the Non-Federal Interest or performed prior to the effective date of this In-Kind MOU;

e. Crediting for the costs of the Design Work may be withheld, in whole or in part, as a result of the Non-Federal Interest’s failure to comply with the terms of this In-Kind MOU; and

f. Credit may be afforded only if a Design Agreement is executed subsequently by the Government and the Non-Federal Interest.

5. In the exercise of their respective rights and obligations under this In-Kind MOU, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

6. Execution of this In-Kind MOU does not constitute, represent, or imply any Federal assurance or commitment regarding approval of the project or execution of any future agreement that may include provisions for affording credit for Design Work undertaken under this In-Kind MOU. In addition, execution of this In-Kind MOU in no way prevents the Government from modifying the project even if it results in the Design Work provided by the Non-Federal Interest no longer being an integral part of the project.

7. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the project in the future; and nothing herein shall represent, or give rise to, any duty, obligation, or responsibility for the United States. Any activity undertaken by the Non-Federal Interest for the Design Work is solely at the Non-Federal Interest's own risk and responsibility.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this In-Kind MOU shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:
City of Kenai, Alaska
Attn: City Manager
210 Fidalgo Avenue
Kenai, Alaska 99611-7796

If to the Government:
U.S. Army Corps of Engineers, Alaska District
Attn: District Engineer
PO Box 6898
JBER, Alaska 99506-0898

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. This In-Kind MOU may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this In-Kind MOU, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

THE CITY OF KENAI ALASKA

BY: _____
DAVID R. HIBNER
Colonel, U.S. Army
District Commander

BY: _____
PAUL OSTRANDER
City Manager

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Scott Bloom, do hereby certify that I am the principal legal officer for the CITY OF KENAI, ALASKA, that the CITY OF KENAI, ALASKA is a legally constituted public body with full authority and legal capability to perform the terms of the In-Kind Memorandum of Understanding for Design Work Prior to Execution of a Design Agreement between the Department of the Army and the CITY OF KENAI, ALASKA in connection with the KENAI BLUFFS BANK STABILIZATION PROJECT, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Memorandum of Understanding, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Memorandum of Understanding on behalf of the CITY OF KENAI, ALASKA acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

SCOTT BLOOM
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PAUL OSTRANDER
CITY MANAGER

DATE: _____



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: June 11, 2020

SUBJECT: **Resolution 2020-50** – In-kind MOU with the Army Corps of Engineers in support of the Kenai Bluff Stabilization Project

The City of Kenai has been pursuing the Kenai Bluff Stabilization Project for at least 40 years. It is a critical first step in the revitalization of Old Town Kenai, an area of cultural and historical significance to Alaska. Preservation and development efforts have been restrained in this area due to the consistent erosion of the nearby bluff. Stabilization of this bluff will eliminate uncertainty and allow for investment in businesses, residences, and public parks and recreation areas.

Beyond Old Town, this project makes the statement that the City of Kenai is a worthy investment. With Federal, State, and Local monies being utilized to construct this project, all levels of government are investing towards a vibrant and stable Kenai that can preserve its cultural identity as well as fulfill its potential as a hub of tourism, fishing, and business development.

The benefits of this project are significant, including stabilization of 31 bluff parcels and saving 27 structures including the senior center and senior housing complex. Roads and other valuable infrastructure will be saved. It will protect against cultural vulnerability such as the loss of historical and archaeological sites, and it will provide residents of Old Town Kenai and visitors who frequent the bluffs greater safety.

While the City continues to pursue a PED agreement to allow design of the project to commence with full participation from the United States Army Corps of Engineers the City also pursued an agreement with the United States Army Corps of Engineers for design work prior to execution of the PED agreement, an agreement that is authorized under Section 221(a)(4) of the Flood Control Act of 1970, as amended (221 MOU).

This resolution authorizes the City Manager to execute an in-kind memorandum of understanding with the United States Army Corps of Engineers for design work prior to execution of a design agreement for the Kenai Bluff Stabilization Project.

Your consideration is appreciated.

**PAYMENTS OVER \$15,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: JUNE 17, 2020**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	96,154.50
ENSTAR NATURAL GAS	GAS USAGE	VARIOUS	UTILITIES	23,886.05
INTEGRITY JANITORIAL	MAY SERVICE AT CITY HALL	NON-DEPT.	REPAIR & MAINTENANCE	1,389.00
PRECIOUS JANITORIAL	MAY SERVICE AT TERMINAL	AIRPORT	REPAIR & MAINTENANCE	4,495.00
PRECIOUS JANITORIAL	MAY SERVICE AT POLICE	POLICE	REPAIR & MAINTENANCE	978.00
PREMERA BLUE CROSS	JUNE PREMIUM	VARIOUS	LIABILITY	206,411.18

INVESTMENTS

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

FISCAL YEAR 2021

PURCHASE ORDERS OVER \$15,000.00 WHICH NEED COUNCIL APPROVAL

COUNCIL MEETING OF: JUNE 17, 2020

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
CASELLE	FY21 SOFTWARE SUPPORT	FINANCE	SOFTWARE	28,044.00
SADLER PROPERTY MANAGEMENT	CONTRACTOR'S FEE 7/1/20-10/1/20	VINTAGE POINTE	PROF. SERVICES	20,715.00
INGRAM LIBRARY SERVICES	FY21 LIBRARY MATERIALS	LIBRARY	BOOKS	40,000.00
SYSTEMS DESIGN WEST	FY21 AMBULANCE BILLING	FIRE	PROFESSIONAL SERVICES	21,000.00
CROWLEY FUEL	FY21 DIESEL FUEL	AIRPORT	OPERATING SUPPLIES	51,800.00
GUARDIAN SECURITY	FY21 SECURITY SERVICES	AIRPORT	REPAIR & MAINTENCE	40,000.00
BOYS & GIRLS CLUB	FY21 REC CENTER FACILITY MGMT.	RECREATION	PROFESSIONAL SERVICES	130,000.00



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 10, 2020

SUBJECT: **Purchase Order Over \$15,000**

The City utilizes Caselle, Inc. for its ERP system. Caselle provides annual support and software upgrades at a cost of \$28,044 after a \$1,476 discount for paying annually. This support can only be provided by Caselle and non-payment would leave the City without critical support.

Your support is respectfully requested.



"Village with a Past, City with a Future"

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Kathy Romain, Senior Center Director
DATE: June 4, 2020
SUBJECT: **Purchase Order to Sadler Property Management**

The purpose of this memo is to request approval of the purchase order in the amount of \$20,715 to Sadler Property Management (Contractor) for July, August and September 2020. The Contract for the Property Management for Vintage Pointe Manor expires on October 1, 2020. This purchase order will cover the remaining months of the contract.

Thank you for your consideration.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Katja Wolfe, Library Director
DATE: June 3, 2020
SUBJECT: **Purchase Order Over \$15,000**

Resolution No. 2019-11, effective February 6, 2019, awarded a three year agreement to Ingram Content Group for the purchase of library materials and states that the city manager is authorized to issue a purchase order in the amount of \$40,000.00 per full fiscal year through the remainder of the agreement.

The purpose of this correspondence is to request approval of a purchase order of \$40,000 to Ingram Content Group for the purchase of library materials in FY 21.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Tony Prior, Fire Chief
DATE: June 10, 2020
SUBJECT: **Purchase Order for Systems Design West**

The purpose for this memo is to request approval of the purchase order to Systems Design West for ambulance billing services for FY21.

\$21,000 for FY21 (contract term 7/1/2018 through 6/30/2021)

Thank you for your consideration.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Paul Ostrander, City Manager
FROM: Mary Bondurant, Airport Manager
DATE: June 8, 2020
SUBJECT: **FY21 Purchase Orders Over \$15,000**

The purpose of this memo is to identify the fiscal year 2021 purchase orders over \$15,000 for the Airport:

- \$52,000 Crowley Fuel (contract term 7/1/2018-6/30/2021)
 - Fuel for equipment, ARFF trucks, and airfield generators
- \$40,000 Guardian Security (contract term 3/1/2016-2/28/2021)
 - Security services for terminal and airfield 7 days a week

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 10, 2020
SUBJECT: **Purchase Order Exceeding \$15,000**

Purpose of this memorandum is to request approval of a purchase order in the amount of \$130,000 to the Boys & Girls Club of the Kenai Peninsula, Inc. for management and operation services at the Kenai Recreation Center. Sufficient funds were budgeted in the FY21 budget.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Elizabeth Appleby, City Planner

DATE: June 12, 2020

SUBJECT: **Action Approval for Moosemeat John Cabin Special Use Permit**

The Kenai Chamber of Commerce and Visitor Center has requested a Special Use Permit to use and operate the Moosemeat John Cabin located on approximately 10,000 square feet (100 feet x 100 feet) of Lot 1, Gusty Subdivision No. 8, a City-owned parcel upon which the Kenai Visitor and Cultural Center is also located. Since 2013, the Kenai Chamber of Commerce and Visitor Center has allowed the use of the Moosemeat John Cabin during the summer months by the Kenai Historical Society in conjunction with its operations in Old Town Kenai. The Kenai Chamber of Commerce operated on the premises from 1977 until 2012. In 2012, the Kenai Chamber of Commerce merged with the Kenai Convention and Visitor's Bureau to form the new entity, "Kenai Chamber of Commerce and Visitor Center".

A Special Use Permit that was granted for the use of the Moosemeat John Cabin for twelve months between August 2019 and July 2020 will expire soon. The Kenai Chamber of Commerce and Visitor Center would like a Special Use Permit for the same use of the Moosemeat John Cabin for August 2020 to July 2021. The Kenai Chamber of Commerce and Visitor Center complied with the terms of the Special Use Permit for the Moosemeat John Cabin for previous years of issuance.

If the City Council approves the attached Special Use Permit with Kenai Chamber of Commerce and Visitor Center for the Moosemeat John Cabin, the City Manager will sign the Special Use Permit granting the continued use of the cabin by the Kenai Chamber on behalf of the City.

Thank you for your consideration.

ATTACHMENTS

1. Special Use Permit
2. Aerial Map
3. Lease Assignment Application

SPECIAL USE PERMIT

The CITY OF KENAI (City), for the consideration, and pursuant to the conditions set out below, hereby grants the Kenai Chamber of Commerce and Visitor Center (PERMITTEE) the right to use the Premises, identified on the attached Exhibit A to this Permit, and described as:

The southeast 100 foot x 100 foot portion of Lot 1, Gusty Subdivision, Addition No. 8, Kenai Recording District, according to Plat No. 91-9,

to use and operate the “Moosemeat John” Cabin.

1. **Use/Term.** Permittee shall have use of the Premises on the 31st day of July 2020 through the 30th day of July 2021.
2. **Fee.** The Permittee shall not be charged a fee for the use or privilege specified herein.
3. **No Exclusivity.** The use by the Permittee of the Premises is limited to the purposes specified herein and is not intended to grant any exclusive use to the described Premises except as otherwise provided herein. This use is also subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities.
4. **Improvements.** Permittee shall not make any permanent improvements to the Premises.
5. **Preparation of Premises.** It is Permittee’s responsibility to prepare the Premises and to assure itself to its own satisfaction that the Premises are safe for its purposes. The City does not make any warranty or guaranty of the suitability of the Premises for Permittee’s intended purposes.
6. **Trash and Debris.** The Premises must be returned to its original condition at the end of each use. Clean up and/or repair charges beyond normal wear and tear will be billed to Permittee based upon cost of repair. Debris and trash shall be collected and removed from the Premises by Permittee. Permittee shall alert City (Parks and Recreation Department) of unsightly, unsanitary, dirty or other conditions on the Premises which exist prior to Permittee’s use.
7. **No Alcohol or Illegal Substances.** No possession or consumption of alcoholic beverages, marijuana or illegal substances is permitted on the Premises.
8. **No Joint Venture.** The 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.
9. **Personalty.** Any or all personal property placed or used upon lands or in facilities may be removed and/or impounded by the City, and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its invitees to the Premises.

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

- 11. **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.

- 12. **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 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. All insurance required must meet the following additional requirements:
 - i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

 - ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.

 - iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.

 - iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.

 - v. Evidence of insurance coverage must be submitted to City prior to any use.

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.

- 13. **No Discrimination.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.
- 14. **Contact Information.** The Contact information for the Permittee, and the person in responsible charge for Permittee during the term of the Permit, for purposes of notice and all communications from City to Permittee is:

Johna Beech
 President/Chief Operating Officer
 Kenai Chamber of Commerce & Visitor Center
 11471 Kenai Spur Hwy.
 Kenai, AK 99611

- 15. **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. This shall be a continuing obligation and shall remain in effect after termination of this Permit.
- 16. **Authority.** By signing this Permit, Permittee 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 Permit is duly authorized by the organization to bind the organization hereunder.

CITY OF KENAI

KENAI CHAMBER OF COMMERCE & VISITOR CENTER

By: _____

By: _____

Paul Ostrander
City Manager

Date

_____(Title)

Date

ACKNOWLEDGMENTS

STATE OF ALASKA)

) ss

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, 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 _____, 2020, the foregoing instrument was acknowledged before me by _____ (Title) on behalf of _____.

Notary Public for Alaska

My Commission Expires: _____

ATTEST:

Jamie Heinz, CMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney



**Moosemeat John Cabin
Special Use Permit**

**Southeast 100 ft x 100 ft
portion of
Lot 1, Gusty Subd,
Addition No. 8**

Exhibit A



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

Date: 5/28/2020



**City of Kenai
Special Use Permit
Application**

Application Date: **May 27, 2020**

Applicant Information

Name of Applicant:	Kenai Chamber of Commerce & Visitor Center						
Mailing Address:	11471 Kenai Spur Hwy	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 907 283 3127				
E-mail: (Optional)	johna@kenaichamber.org						
Name to Appear on Permit:	Kenai Chamber of Commerce & Visitor Center						
Mailing Address:	11471 Kenai Spur Hwy	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 907 283 3127				
E-mail: (Optional)	johna@kenaichamber.org						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:
Southeast 100 foot x 100 foot portion of Lot 1, Gusty Subdivision, Addition No. 8

Description of the proposed business or activity intended: **Moosemeat John Cabin**

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

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

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

July 31

What is the term requested (not to exceed one year)? ~~August 1, 2020~~ - July 30, 2021

Requested Starting Date: August 1, 2020

Signature:		Date:	May 27, 2020
Print Name:	Johna Beech	Title:	President/COO

For City Use Only:
 General Fund Airport Reserve Land
 Airport Fund Outside Airport Reserve

Date Application Fee Received: 6/9/20
 City Council Action/Resolution: 6/17/20
 Account Number:



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3136-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL AND THE PUBLIC SAFETY CAPITAL PROJECT FUNDS AND AUTHORIZING THE SOLE SOURCE PURCHASE AND INSTALLATION OF UPDATED RADIO CONSOLES FOR THE CITY OF KENAI DISPATCH CENTER.

WHEREAS, City of Kenai applied for a grant under the Department of Homeland Security SHSP grant program in January of 2019 for the Kenai Dispatch Base Radio System Replacement and was awarded partial funding for the project in the amount of \$393,000; and,

WHEREAS, due to the partial funding of the project through the grant, work has been done to divide the project into two phases with the first phase closely approximating the current grant funding available; and,

WHEREAS, the City has received quotes for the project from Motorola Solutions and Procomm Alaska in the amount of \$380,000 and \$22,269 respectively, which requires a City match of \$9,269 in order to complete the funding of phase one of the project; and,

WHEREAS, as provided below there are a number of reasons to accept this project as a 'Sole Source' through Motorola Solutions and Procomm Alaska; and,

WHEREAS, the Kenai Dispatch Center is equipped with Motorola radio equipment and this project which is divided into phases only replaces the radio consoles that will still integrate with the Motorola radios and consolettes, which won't be replaced until phase two; and,

WHEREAS, the grant application and funding was predicated on Kenai being a more fully functioning backup-up dispatch center for the Soldotna Public Safety Communications Center that is fully utilizing the Motorola 7500 radios and in order to fully meet the stated intent of the project and provide for continuity of operations the Kenai Dispatch Center will be best served by operating the same equipment; and,

WHEREAS, the equipment portion of the project cost is determined by the Cooperative Purchasing Program of the Houston-Galveston Area Council of Governments (HGAC) contract RA-05-15; and,

WHEREAS, Motorola Solutions is the only source of Motorola dispatch console radios, and they are working with Procomm Alaska, which is the only source in Alaska for government installation of those radios for Motorola; and,

WHEREAS, the Kenai dispatch center has long utilized Motorola radios with very few problems that have always been able to be addressed in a timely manner by an in-State vendor, Procomm Alaska; and,

WHEREAS, a “Sole Source Procurement Method” for this project has been approved by the granting authority for both the Motorola Solutions’ and Procomm Alaska portions of the project; and,

WHEREAS, KMC 7.15.070(b)(1) allows the City of Kenai to purchase equipment without giving an opportunity for competitive bidding if the equipment can only be furnished by a single dealer or which has a uniform price wherever bought.

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 \$9,269

Increase Appropriations –
Transfer to Public Safety Capital Project Fund \$9,269

Public Safety Capital Project Fund:

Increase Estimated Revenues –
Transfer from General Fund \$9,269

Increase Appropriations –
Machinery & Equipment \$9,269

Section 2. That pursuant to KMC 7.15.070 (b) (1) the City Manager is authorized to execute sole-source purchase agreements with Motorola Solutions and Procomm Alaska for the purchase and installation of updated radio consoles in the City of Kenai Dispatch Center in the amounts of \$380,000 and \$22,269 respectively.

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


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

DATE: June 5, 2020

SUBJECT: Ordinance No. 3136-2020 Dispatch Radio Project

The police department applied for a grant under the Department of Homeland Security SHSP grant program in January of 2019 for the Kenai Dispatch Base Radio System Replacement and was awarded partial funding for the project in the amount of \$393,000. Those grant funds were accepted and appropriated by the City Council in ordinance 3093-2019.

Since those grant funds were only about two thirds of what was needed to complete the project, we have worked with Motorola Solutions and Procomm Alaska to divide the project into two phases, with the first phase closely approximating the available grant funding. At the same time we are seeking additional grant funding for phase two. The total cost of phase one is \$402,269, which will require a \$9,269 match by the City that is requested with this ordinance.

Further, this ordinance requests approval to conduct the project as a sole source without competitive bidding. The reasons for that are laid out in the ordinance as follows: 1) The Kenai Dispatch Center is fully equipped with Motorola radio equipment and this project which is divided into phases only replaces the radio consoles that will still integrate with the Motorola radios and consolettes, which won't be replaced until phase two. 2) The grant application and funding was predicated on Kenai being a more fully functioning backup-up dispatch center for the Soldotna Public Safety Communications Center that is fully utilizing the Motorola 7500 radios and in order to fully meet the stated intent of the project and provide for continuity of operations the Kenai Dispatch Center will be best served by operating the same equipment. 3) The equipment portion of the project cost is determined by the Cooperative Purchasing Program of the Houston-Galveston Area Council of Governments (HGAC) contract RA-05-15. 4) Motorola Solutions is the only source of Motorola dispatch console radios, and they are working with Procomm Alaska, which is the only source in Alaska for government installation of those radios for Motorola. 5) The Kenai dispatch center has long utilized Motorola radios with very few problems that have always been able to be addressed in a timely manner by an in-State vendor, Procomm Alaska.

I am respectfully requesting consideration of the ordinance appropriating the additional funds required for the project and approval of the 'Sole Source' procurement.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3137-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL AND MUNICIPAL ROADWAY IMPROVEMENTS CAPITAL PROJECT FUNDS TO PROVIDE MATCHING FUNDS TO THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES TO CONSTRUCT A PEDESTRIAN PATH FROM THE KENAI SPUR HIGHWAY TO BEAVER LOOP ALONG BRIDGE ACCESS ROAD UTILIZING RESTRICTED GENERAL FUND, FUND BALANCE.

WHEREAS, an Alaska Transportation Alternatives Program grant in the amount of \$2,181,669 has been allocated for the construction of 1.2 miles of pedestrian path beginning at the intersection of the Kenai Spur Highway and Bridge Access Road and terminating at the intersection of Beaver Loop and Bridge Access Road; and,

WHEREAS, the grant requires a local match which at this time is estimated to be \$216,560, but may increase or decrease as the project is developed and bid; and,

WHEREAS, restricted General Fund, Fund Balance proceeds, received from land and subsurface mineral rights donated to the City by the Daubenspeck family and accepted by the City via Resolution 80-178, is available to meet the City's estimated match; and,

WHEREAS, the use of proceeds derived from the Daubenspeck family donation for construction of a bike path is consistent with the donation's conditions of use and prior City uses of the funds; and,

WHEREAS, providing a link from the newly constructed Beaver Loop bike path into the heart of Kenai will enhance the network of trails and bike paths in the City, provide greater recreational opportunities for residents of and visitors to the City, and is in the best interest of the City.

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

Section 1. That the City Manager is authorized to execute an agreement with the Alaska Department of Transportation and Public Facilities in the amount of \$2,398,229 for the construction of 1.2 miles of pedestrian path beginning at the intersection of the Kenai Spur Highway and Bridge Access Road and terminating at the intersection of Beaver Loop and Bridge Access Road.

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

General Fund:
Increase Estimated Revenues –

Appropriation of Restricted Fund Balance –
Proceeds from Daubenspeck Family Donation \$216,560

Increase Appropriations –
Transfer to Municipal Roadway Capital Project Fund \$216,560

Section 3. That the estimated revenues and appropriations be increased as follows:

Municipal Roadway Capital Project Fund:
Increase Estimated Revenues –
Transfer from General Fund \$216,560

Increase Appropriations –
Construction \$216,560

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 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



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: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 5, 2020

SUBJECT: **Ordinance 3137-2020**

The purpose of this memo is to provide supplemental information for Ordinance 3137-2020. Ordinance 3137-2020 will appropriate the match needed for an Alaska Transportation Alternatives Program (ATAP) grant in the amount of \$2,181,669 that has been allocated for the construction of 1.2 miles of pedestrian path beginning at the intersection of the Kenai Spur Highway and Bridge Access Road and terminating at the intersection of Beaver Loop and Bridge Access Road. The pedestrian pathway will be constructed by the Alaska Department of Transportation and Public Facilities (DOT) and once complete the City will be responsible for its maintenance.

The proposed source of City funding for the \$216,560 in match will be proceeds the City has received from land and subsurface mineral rights donated to the City by the Daubenspeck family. These funds are currently classified as restricted fund balance in the City's General Fund because of the restriction placed on the funds by the Daubenspeck's at the time of donation. The Daubenspeck donation, estimated to be \$3,000,000 at the time of donation, was accepted by the City via Resolution 80-178 which contained the following language:

"BE IT FURTHER RESOLVED that the City honor the request of Mr. & Mrs. Daubenspeck that the oil, gas, and mineral rights, including sales proceeds, royalties, revenue, or rental income therefrom, from Tracts C, D, and E of the Daubenspeck Property Subdivision as well as from Alaska Tidelands Survey No. 98, are to be dedicated to athletic programs sponsored by the City of Kenai. The distribution of such funds will be at the full and sole discretion of the City Council of the City of Kenai, Alaska, to the Parks & Recreation Commission or such other City agency or city official as the City Council may from time to time authorize to use such distributions."

Prior uses of these funds by the City have been to fund the purchase of mowing equipment for the Parks and Recreation Department, the purchase of playground equipment, construction of the Kenai Multipurpose Facility, construction of the Kenai Soccer Complex, refinishing the gym floor at the Kenai Recreation Center, and other recreation related expenditures. To date the City has expended \$2,009,530.58 in Daubenspeck proceeds and the balance of the funds through May 31, 2020 was \$780,333.63.

Construction of a pedestrian pathway will provide enhanced recreational opportunities for the citizens and visitors of Kenai and the use of Daubenspeck proceeds for this construction is consistent with past use of the funds and consistent with the request of the Daubenspeck's. Council may consider dedicating the newly constructed pedestrian pathway in the name of the Daubenspeck's as it will not only be funded with proceeds from the family's donation but will also run adjacent to the donated property.

The match amount of \$216,560 is DOT's best estimate at this time. This amount could increase or decrease as the project is designed or constructed. Any increase in the required local match will require a supplemental appropriation by Council through an Ordinance. The use of Daubenspeck proceeds will decrease the City's General Fund Fund Balance but will have no negative impact on the City's Fund Balance Policy.





Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3138-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING FISCAL YEAR 2020'S 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, the allowable transfer amount of the Airport Land Sale Permanent Fund with a 2019-year ending value of \$26,117,403 is \$928,251 based on a 3.8% draw on the funds five-year average year-ending balance; and,

WHEREAS, the FY2020 budget transfer amount was \$908,811 necessitating a supplemental appropriation in the amount of \$19,440 to facilitate the transfer of all allowable earnings in FY2020; and,

WHEREAS, transferring the maximum amount per Kenai Municipal Code is in the best interest of the Airport.

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:

Airport Land Sale Permanent Fund:	
Increase Estimated Revenues –	
Investment Earnings	<u>\$19,440</u>
Increase Appropriations –	
Transfer to Airport Special Revenue Fund	<u>\$19,440</u>

Section 3. That this appropriating ordinance shall apply to the FY2020 City of Kenai Budget.

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.


Ordinance No. 3138-2020
Page 2 of 2

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 1 day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 8, 2020

SUBJECT: **Ordinance 3138-2020**

The purpose of this memo is to recommend adoption of Ordinance 3138-2020. Ordinance 3138-2020 will appropriate an additional \$19,440 in the Airport Land Sale Permanent Fund to transfer to the Airport Special Revenue Fund for operations. The allowable FY2020 transfer is \$19,440 more than was estimated at the time of budget adoption. Approval of this supplemental appropriation will allow the policy maximum to be transferred for future use by the Airport.

Your support is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3139-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE COVID-19 CARES ACT RECOVERY FUND FOR A FEDERAL CARES ACT GRANT PASSED THROUGH THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY FOR OVERTIME AND DIRECT EXPENDITURES OF THE POLICE, FIRE, AND COMMUNICATIONS DEPARTMENTS OF THE CITY FROM MARCH 16, 2020 THROUGH MAY 17, 2020.

WHEREAS, the State of Alaska Department of Public Safety (DPS) was awarded a federal grant to assist with the enormous strain that the COVID-19 public health emergency is having on Alaskan communities and under that grant DPS has made Coronavirus Emergency Supplemental Funds (CESF) grants available to local public safety agencies; and,

WHEREAS, the City of Kenai applied for grant funds under the CESF program to cover Police, Fire, and Dispatcher overtime related to COVID-19, in addition to other expenses by those emergency services departments of the City that were directly related to COVID-19; and,

WHEREAS, the City's emergency services departments expended overtime primarily related to shift adjustments to minimize staff exposure to each other, but also due to some staff either being quarantined or unable to return to work for shift due to COVID-19; and,

WHEREAS, the City's emergency services departments also incurred some expenses directly related to COVID-19 for supplies, online meeting software, and public relations signs.

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 \$50,262.04

Section 2. That the estimated revenues and appropriations in FY2020 be increased as follows:

COVID-19 Cares Act Recovery Fund:	
Increase Estimated Revenues –	
Federal Grants	<u>\$50,262.04</u>
Increase Appropriations –	
First Responder & Incident Management Team Payroll –	
Overtime	\$39,589.48
PERS	8,709.68
Medicare	574.04
Workers' Compensation	568.94

Computer Software	148.67
Operating & Repair Supplies	361.23
Printing and Binding	<u>310.00</u>
	<u>\$50,262.04</u>

Section 3. That the City Manager is authorized to execute a grant agreement with the State of Alaska Department of Public Safety FY2020 Coronavirus Emergency Supplemental Funding Program and to expend the funds for its intended purpose.

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 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: David Ross, Police Chief

DATE: June 8, 2020

SUBJECT: **Ordinance No. 3139-2020 CARES ACT Grant for Emergency Services**

The State of Alaska Department of Public Safety (DPS) was awarded a federal grant to assist with the enormous strain that the COVID-19 public health emergency is having on Alaskan communities. Under that grant, DPS has made Coronavirus Emergency Supplemental Funds (CESF) grants available to local public safety agencies.

The City of Kenai applied for those grant funds to cover the cost of COVID-19 related overtime and other expenses. The primary driver of the overtime expenses was shift adjustments that minimized staff exposure to each other, but also due to some staff being quarantined or unable to return to work for shift due to COVID-19.

The City requested and was granted \$49,442.14 in overtime cost reimbursement and \$819.90 in other miscellaneous expense reimbursement, all related to the Police, Fire, and Dispatch Departments. This covers those costs for the time period of March 16 – May 17.

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



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3140-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE PERSONAL USE FISHERY SPECIAL REVENUE FUND TO PROVIDE SUPPLEMENTAL FUNDING FOR ADDITIONAL PORTABLE RESTROOMS AND TO AWARD A CONTRACT TO PROVIDE DUMPSTERS, PORTABLE RESTROOMS AND PORTABLE HAND WASH STATIONS FOR THE 2020 KENAI RIVER PERSONAL USE FISHERY.

WHEREAS, the 2021 Budget was created with the hope of having new vault restrooms constructed prior to the start of the personal use fishery; and,

WHEREAS, delays due to staffing and COVID-19 caused the design documents for bidding purposes to not become available until June 10, 2020; and,

WHEREAS, it is now anticipated that the restrooms will not be completed until later in the season and as such additional dumpsters and port-a-lets will need to be provided consistent with previous years; and,

WHEREAS, in response to concerns with COVID-19 and to provide further protections to staff and members of the community, the City will also be providing new hand wash stations at various locations throughout the fishery the cost of which will come out of the COVID-19 recovery fund; and

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:

Personal Use Fishery Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$XX,XXX</u>

Increase Appropriations –	
Parks, Recreation & Beautification - Rentals	<u>\$XX,XXX</u>

Section 2. That the City Manager is authorized to execute a contract with XXXXXXXX, the lowest responsive bidder, to provide dumpsters, portable restrooms and portable hand wash stations for the 2020 Kenai River Personal Use Fishery in the amount of \$XX,XXX.

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

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: _____

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Scott Curtin, Public Works Director

DATE: June 12, 2020

SUBJECT: **Recommended enactment of Ordinance 3140-2020.**

This memo recommends enactment of Ordinance 3140-2020 increasing estimated revenues and appropriations in the personal use fishery special revenue fund. As Council is aware the City received a State Grant for improvements that would benefit the personal use fishery. Vault Restrooms is a project that is pending release, however it is anticipated now that they will not be operational in time for the fishery. As a result, and to maintain service levels of years past, additional funding is necessary in FY2021 Budget to accommodate these services.

Project Bid documents for the vault restrooms were received on June 10, 2020 and the project is expected to be advertised the week of June 15th. Installation of the restrooms should take place in August / September. Council's support is respectfully requested.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3141-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND, VISITOR CENTER DEPARTMENT AND AUTHORIZING AMENDMENT TO THE FACILITY MANAGEMENT AGREEMENT WITH THE KENAI CHAMBER OF COMMERCE AND VISITOR CENTER, INC., FOR THE OPERATION AND MANAGEMENT OF THE KENAI VISITOR AND CULTURAL CENTER.

WHEREAS, the current contract for Facility Management Services at the Kenai Visitor and Cultural Center with the Kenai Chamber of Commerce and Visitor Center, Inc. (KCCVC) is due to expire June 30, 2020; and,

WHEREAS, the City of Kenai solicited competitive proposals from contractors to provide quality management services and maintenance of the City's permanent collection at the Kenai Visitor and Cultural Center in 2019; and,

WHEREAS, the KCCVC was the successful proposer for management services for a three-year term of July 1, 2019 through June 30, 2022 that may be extended for two successive one-year terms by mutual consent of the parties; and,

WHEREAS, Resolution 2019-45 authorized a Facility Management Agreement with the KCCVC for a one-year term beginning July 1, 2019 and ending on June 30, 2020; and,

WHEREAS, the KCCVC has managed the Kenai Visitor and Cultural Center since 2012 and desires to continue providing management services to the community; and,

WHEREAS, the adopted FY2021 Budget included \$95,000 for the facility management agreement requiring supplemental funding of \$10,000 for this agreement; and,

WHEREAS, inclusion of an additional \$10,000 in the FY2021 Budget does not change compliance with the General Fund, Fund Balance Policy; and,

WHEREAS, it is in the best interests of the City to enter into an amendment to extend the agreement with the KCCVC for the operation and management of the Kenai Visitor and Cultural Center to for a two-year term from July 1, 2020 through June 30, 2022 that may be extended for two successive one-year terms by mutual consent of the parties for the annual fee of \$105,000 adjusted annually based on the Anchorage Consumer Price Index (CPI).

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>\$10,000</u>
Increase Appropriations – Visitor Center Professional Services	<u>\$10,000</u>

Section 2. That the City Manager is authorized to execute an amendment to the Facility Management Agreement with the Kenai Chamber of Commerce and Visitor Center, Inc., similar to the attached amendment.

Section 3. That compensation for the Facility Management Services shall not exceed \$105,000 per year after adjustment based on the Anchorage Consumer Price Index (CPI).

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 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Paul Ostrander, City Manager

DATE: June 10, 2020

SUBJECT: **Ordinance 3141-2020 Visitor Center Facility Management Amendment**

In 2019, the City solicited competitive proposals from contractors to provide management services at the Kenai Visitor and Cultural Center and maintenance of the City's permanent collection at the Facility. The Kenai Chamber of Commerce and Visitor Center, Inc. (KCCVC) was the successful proposer for a three-year term of July 1, 2019 through June 30, 2022 that may be extended for two successive one-year terms by mutual consent. Resolution 2019-45 authorized a Facility Management Agreement with the KCCVC for a one year term beginning July 1, 2019 and ending June 30, 2019.

The Administration and the KCCVC worked together in early 2020 to propose an agreement that would extend the contract for the remaining allowable term pursuant to the proposal terms at an annual rate of \$95,000. The FY 2021 budget adopted by the Council included \$95,000 for management services at the Kenai Visitor and Cultural Center. Due to anticipated increased personnel costs on the part of the KCCVC, the KCCVC worked with Administration to propose an annual fee of \$105,000, which is in the best interests of the City and the KCCVC.

This ordinance appropriates an additional \$10,000 for FY 2021 for management services at the Kenai Visitor and Cultural Center and authorizes the City Manager to execute an amendment to the Agreement for two years, beginning July 1, 2020 through June 30, 2022 that may be extended for two successive one-year terms by mutual consent of the parties for the annual fee of \$105,000 adjusted annually based on the Anchorage Consumer Price Index (CPI).

Your consideration is appreciated.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3143-2020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING GENERAL FUND ESTIMATED REVENUES AND APPROPRIATIONS BY \$34,216 IN THE GENERAL FUND, PARKS, RECREATION AND BEAUTIFICATION DEPARTMENT FOR AN INCREASE OF A GRANT FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY PASSED THROUGH THE STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR BACTERIA LEVEL MONITORING ON THE CITY'S BEACHES FROM JULY 1, 2020 THROUGH MARCH 1, 2021.

WHEREAS, the City of Kenai has a current Beach Grant Agreement in place with the Alaska Department of Environmental Conservation for 2020 bacteria level monitoring; and,

WHEREAS, the State of Alaska Department of Environmental Conservation is amending the grant amount to allow for additional sampling at the mouth of the Kenai River which is required to build an adequate database for future modeling efforts and will be provided through a cooperative agreement with the Kenai Watershed Forum; and,

WHEREAS, bacteria levels during the testing period in the past have exceeded water recreation standards as established by the State of Alaska Department of Environmental Conservation in Register 226 that could pose a health risk to fishery participants and City residents utilizing the beach; and,

WHEREAS, it is in the best interest of the City to monitor the bacteria level on its beaches.

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

Section 1. That the City Manager is authorized to accept a grant from the United States Environmental Protection Agency passed through the State of Alaska Department of Environmental Conservation and to expend the funds to fulfill the purpose the grant and of this Ordinance.

Section 2. That FY2021 estimated revenues and appropriations be increased as follows:

General Fund:

Increase Estimated Revenues:	
Federal Grants - Other	<u>\$34,216</u>

Increase Appropriations:	
Parks, Recreation & Beautification –	
Professional Services	<u>\$34,216</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), Section 1 of this ordinance shall take effect upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 1st day of July, 2020.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: 

Introduced: June 17, 2020
Enacted: July 1, 2020
Effective: July 1, 2020



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 10, 2020
SUBJECT: **Ordinance No. 3143-2020**

The purpose of this memorandum is to recommend approval of Ordinance No. 3143-2020. This action provides for an increase of a grant from the United States Environmental Protection Agency to support additional water quality sampling on the City's Beaches.

The State of Alaska Department of Environmental Conservation is amending the current Kenai Beach Monitoring Grant to allow for additional sampling to be performed in 2020 at the mouth of the Kenai River. The additional sampling will allow the contractor (Kenai Watershed Forum) to build an adequate database for future modeling efforts.

Approval of Ordinance No. 3143-2020 will add an additional \$34,216 to the existing ACWA-19-B11 grant and the new amended grant total will be \$121,535.

Council's support and approval is respectfully requested.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: June 12, 2020
SUBJECT: **Action Approval for Lease Assignment to Joel Caldwell**

The City has received an application to assign the lease of Lot 3, Block 4, General Aviation Apron from DeWayne Benton to Joel Caldwell. This parcel is within the Airport Reserve and is tied to the Airport Fund. The Kenai Peninsula Borough parcel number is 04324012 and the physical address is 170 Granite Point Court. The parcel is 0.48 acres (20,908 square feet) in size. Access is from Granite Point Court and Granite Point Street. The parcel also has taxiway access. A map of the parcel and the assignment application are attached to this memorandum.

The lease was assigned to DeWayne Benton in 2012. Previous leaseholders of the parcel include Russel Winger, John Imle, and Erik Barnes d/b/a Barnes Enterprises. The lease expires in 2022 and the initial lease dates back to 1973. The specified use of the lease is for aircraft storage and maintenance. The assignment will not change the use.

The parcel is within the Airport Light Industrial (ALI) Zone of the City. The Airport Commission recommended approval of the assignment during their meeting on June 11, 2020. If City Council consents to the lease assignment, the lease of City-owned Lot 3, Block 4, General Aviation Apron within the Airport Reserve to DeWayne Benton will be assigned to Joel Caldwell and retain all existing provisions of the lease.

Thank you for your consideration.

ATTACHMENTS

1. Aerial Map
2. Lease Assignment Application



**Lease Assignment Application
Parcel 04324012
170 Granite Point Court
Lot 3, Block 4, General Aviation Apron**



Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.



City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Renewal
Application Date:	5/26/2020

Applicant Information

Name of Applicant:	Joel Caldwell				
Mailing Address:	57265 Salty Circle	City:	Kenai	State:	AK Zip Code: 99611
Phone Number(s):	Home Phone: 907 252 4878	Work/ Message Phone:	907 283 4124		
E-mail: (Optional)	joel@kenaiaviation.com				
Name to Appear on Lease:	Joel Caldwell				
Mailing Address:		City:		State:	Zip Code:
Phone Number(s):	Home Phone:	Work/ Message Phone:			
E-mail: (Optional)					
Type of Applicant:	<input checked="" type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	
Lot 3, Block 4, General Aviation Apron located at 170 Granite Point Court (parcel 04324012)	
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials <u> JC </u>
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials <u> JC </u>
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials <u> JC </u>
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
1. Legal or brief description of property leased:	
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): n/a	
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years): n/a	
Requested Starting Date:	

Proposed Use and Improvements

Proposed Use (check one): Aeronautical | Non-Aeronautical

Do you plan to construct new or additional improvements? (if Yes, answer next five questions) L YES NO

1. Will the improvement change or alter the use under an existing lease? L YES L NO

2. What is the proposed use of the improvement?

3. What is the estimated value of the improvement?

4. What is the nature and type of improvement?

5. What are the dates construction is estimated to commence and be completed?

(generally, construction must be completed within two years)

Estimated Start Date:

Estimated Completion Date:

Describe the proposed business or activity intended: (same as ~~the~~ current lessee)
Aircraft ~~service and parking~~ storage and maintenance

How does the proposed lease support a thriving business, residential, recreational, or cultural community?

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

Joel Caldwell

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.

Lease Term based on: Estimated cost of new improvements and Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.

Lease Term based on: Purchase Price Professional Estimate of Remaining Useful Life

Fair Market Value appraisal and/or Estimated cost of new improvements (optional)

Requested Term for Renewal Based on Term Table, not to exceed 45 Years:

Submitting an application for a lease does not give the applicant a right to lease or use the land requested in the application. The application shall expire twelve (12) months after the date the application has been made if the City and the applicant have not, by that time, entered into a lease, unless the City Council for good cause grants an extension for a period not to exceed six (6) months. The City has no obligation to amend, renew or extend a lease and may decline to do so upon making specific findings as to why a lease renewal, extension, or amendment is not in the best interest of the City

Signature:	<i>Joel A Caldwell</i>	Date:	<i>5/28/20</i>
Print Name:	Joel A Caldwell	Title:	

For City Use Only:	Date Application Fee Received:	<i>5/28/20</i>
<input type="checkbox"/> General Fund	Date Application Determined Complete:	<i>5/28/20</i>
<input checked="" type="checkbox"/> Airport Fund	30-Day Notice Publication Date:	<i>n/a</i>
Account Number:	City Council Action/Resolution:	<i>617120</i>
<input checked="" type="checkbox"/> Airport Reserve Land		
<input type="checkbox"/> Outside Airport Reserve		

**KENAI HARBOR COMMISSION
REGULAR MEETING
MAY 11, 2020 – 6:00 P.M.
KENAI CITY HALL
CHAIR MIKE DUNN, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

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

a. Pledge of Allegiance

Chair Dunn led those assembled in the Pledge of Allegiance.

b. Roll Call

Roll was confirmed as follows:

Commissioners present: Chair M. Dunn, Vice-Chair C. Crandall, B. Peters, N. Berga, C. Hutchison, J. Desimone, B. Bornemann

Commissioners absent:

Staff/Council Liaison present: Public Works Director S. Curtin, City Planner E. Appleby, Public Works Assistant K. Feltman, Council Member R. Peterkin

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Crandall **MOVED** to approve the agenda and Commissioner Desimone **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. March 9, 2020

MOTION:

Commissioner Crandall **MOVED** to approve the meeting summary of March 9, 2020; and Commissioner Berga **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

a. **Discussion/Recommendation** – Contract to Use Cranes, Offices, and Operating Area at the Boating Facility 2020

The Public Works Director reported that no bids were received and he was in negotiations with Pacific Star Seafoods. It was noted that Pacific Star Seafoods would not be providing fuel as part of their agreement and they would have non-exclusive use of the dock. It was clarified that fishery users that apply for use of the dock crane would still be able to utilize the dock and cranes under the Special Use Permit process.

MOTION:

Commissioner Hutchison **MOVED** to recommend Council enter into agreement with Pacific Star Seafoods and Commissioner Crandall **SECONDED** the motion. There were no objections; **SO ORDERED**.

b. **Discussion/Recommendation** – Change of Use and Assignment of Lease for Lot 2, Kenai Spit Subdivision from North Pacific Seafoods, Inc. to E&E Foods, Inc. d/b/a Pacific Star Seafoods.

It was noted the City Planner was seeking a recommendation from the Harbor Commission for a change of use and assignment of lease. The lease value was discussed.

MOTION:

Commissioner Crandall **MOVED** to recommend Council approve the change of use and assignment of lease to E&E Foods, Inc. d/b/a Pacific Star Seafoods and Commissioner Peters **SECONDED** the motion. There were no objections; **SO ORDERED**.

c. **Recommendation** – FY2021-2025 Capital Improvement Plan

The Commission discussed the Capital Improvement Plan and the priority of the Personal Use Fishery Float Replacement and the City Dock Boat Ramp Replacement projects.

MOTION:

Commissioner Peters **MOVED** to approve the Personal Use Fishery projects as defined in the FY2021-2025 Capital Improvement Plan and Commissioner Crandall **SECONDED** the motion. There were no objections; **SO ORDERED**.

7. REPORTS

a. **Public Works Director** – S. Curtin reported the following:

- The City Dock opened on May 8th;
- He provided an update regarding the cathodic protection repair and installation from the previous earthquake damage, and the status of dredging at the dock;
- The State was moving forward with the Personal Use Fishery this year;
- He provided an update of the Bluff Erosion and Peninsula Avenue projects as well as Department of Transportation (DOT) projects;
- The Special Use Permit process was continuing this year for the City Dock cranes use; and

- A vault restroom was being constructed by Nelson Engineering for the Personal Use Fishery.

- b. **Commission Chair** – No report.
 - c. **City Council Liaison** – R. Peterkin reported on the actions of the May 6 Council Meeting.
8. **NEXT MEETING ATTENDANCE NOTIFICATION** – June 8, 2020

9. **COMMISSIONER COMMENTS AND QUESTIONS**

Commissioner Crandall thanked the City Council members for their hard work and diligence during this time and thanked everyone for their participation through virtual meeting.

Commissioner Peters expressed thanks for the discussion and noted he was looking forward to meeting in person soon.

Chair Dunn thanked everyone for being in attendance to the Commission meeting.

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

11. **INFORMATION ITEMS** – None.

12. **ADJOURNMENT**

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

Meeting summary prepared and submitted by:

Jacquelyn LaPlante
Deputy City Clerk

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MAY 27, 2020 – 7:00 P.M.
KENAI CITY HALL
210 FIDALGO AVENUE, KENAI, ALASKA
CHAIR JEFF TWAIT, PRESIDING**

MINUTES

A. CALL TO ORDER

Commission Chair J. Twait called the meeting to order at 7:10 p.m.

1. Pledge of Allegiance

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

2. Roll Call

Commissioners present: J. Twait, D. Fikes, V. Askin, T. McIntyre, G. Greenberg, J. Halstead

Commissioners absent: R. Springer

Staff/Council Liaison present: City Planner E. Appleby, Deputy Clerk J. LaPlante, Council Liaison H. Knackstedt

A quorum was present.

3. Agenda Approval

MOTION:

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

4. Consent Agenda

MOTION:

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

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

5. *Excused absences – R. Springer

B. APPROVAL OF MINUTES

1. *May 13, 2020

The minutes were approved by the Consent Agenda.

C. SCHEDULED PUBLIC COMMENT – None.

D. UNSCHEDULED PUBLIC COMMENT – None.

E. CONSIDERATION OF PLATS

- 1. **Resolution PZ2020-10** - Preliminary Subdivision Plat of Baron Park 2020 Replat, submitted by Segesser Surveys, 30485 Rosland St., Soldotna AK 99669, on behalf of City of Kenai, 210 Fidalgo Ave., Kenai, AK 99611

MOTION:

Commissioner Halstead **MOVED** to approve Resolution PZ2020-10 and Commissioner Askin **SECONDED** the motion.

The staff report was reviewed as provided in the packet and it was recommended the preliminary plat of Baron Park 2020 Replat be approved with the condition that further development of the property shall conform to all federal, State of Alaska, and local regulations.

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

It was noted the progress had been successful; the location, creation and maintenance of the dog park was great.

It was clarified that the City of Kenai would ultimately be responsible for maintaining the dog park while a large volunteer community was assisting in the maintenance of it.

VOTE:

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

MOTION PASSED UNANIMOUSLY.

- 2. **Resolution PZ2020-14** - Preliminary Subdivision Plat of Newton-Segura Subdivision, submitted by Segesser Surveys, 30485 Rosland St., Soldotna AK 99669, on behalf of Frank D. and Marilyn K. Newton, 260 Juliussen St., Kenai, AK 99611 and Peggy A. Segura, 270 Juliussen St., Kenai, AK 99611

MOTION:

Commissioner Fikes **MOVED** to approve Resolution PZ2020-14 and Commissioner Askin **SECONDED** the motion.

The City Planner provided the staff report noting the plat lots access was from Juliussen Street which was attached to Beaver Loop Road and it was paved and would later be maintained by the City of Kenai. It was recommended that the preliminary plat be approved with the following conditions:

- Further development of the property shall conform to all federal, State of Alaska, and local regulations; and
- Remove plat note 4 because the City will be taking over Beaver Loop Road and there will not be adjacent State maintained right-of-way; renumber remaining plat notes to continue sequentially to have notes 1 through 7.

VOTE:

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

MOTION PASSED UNANIMOUSLY.

F. PUBLIC HEARINGS – None.

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS

1. **Discussion** - Kenai Municipal Code 14.20.180(c)(2) - Review Criteria for Variances

It was clarified that this discussion item was requested due to the variance permit granted at the last Commission meeting for the property of 2392 Redoubt Avenue in Kenai, regarding maximum lot coverage. The City Planner noted that the City Attorney could provide historical information regarding the property and it as determined that the special conditions or circumstances of that property were not actions caused by the applicant.

I. PENDING ITEMS – None.

J. REPORTS

1. **City Council** – Council Member Knackstedt reported on the actions from the May 20 City Council meeting.
2. **Borough Planning** – No report.
3. **Administration** – City Planner Appleby reported on the following:
 - The City of Kenai Incident Management Team was finalizing protocols for the change in upcoming Council and Commission meetings and the option for in-person/virtual hybrid meetings or stay with the full virtual meeting format;
 - City Hall has been opened for appointments only;
 - She attended a virtual meeting organized by the Borough to bring Regional Planners together; noting it was a nice opportunity for collaboration;

- Met with the Kenai Historical Society about security cameras at the historical cabins; a grant was received and it is hoped to have cameras installed before the end of the summer;
- The City is taking steps to clean up vacant lots covering a portion of the Black Gold Estates Subdivision off of Alpine Drive, including removal of trash and junk vehicles; and
- The Community Library was continuing curbside pickup of books with a limited opening on June 1.

K. ADDITIONAL PUBLIC COMMENT – None.

L. INFORMATIONAL ITEMS – None.

M. NEXT MEETING ATTENDANCE NOTIFICATION – June 10, 2020

N. COMMISSION COMMENTS & QUESTIONS

It was the consensus of the Commission that meeting in-person was preferred.

O. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 8:10 p.m.

Minutes prepared and submitted by:

Jacquelyn LaPlante
Deputy City Clerk

**KENAI BEAUTIFICATION COMMITTEE
REGULAR MEETING
MAY 12, 2020 – 6:00 P.M.
KENAI CITY HALL
CHAIR LISA GABRIEL, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

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

a. Pledge of Allegiance

Chair Gabriel led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Committee Members present:	Chair L. Gabriel, T. Wilson, M. Rhyner, K. Reed, E. Jensen
Committee Members absent:	B. Madrid, L. Craycraft, E. Heale
Staff/Council Liaison present:	Parks and Recreation Director B. Frates, Council Liaison G. Pettey

A quorum was present.

c. Agenda Approval

MOTION:

Committee Member Reed **MOVED** to approve the agenda and Committee Member Wilson **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENTS – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. January 11, 2020

MOTION:

Committee Member Reed **MOVED** to approve the January 11, 2020 meeting summary and Committee Member Jensen **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

a. **Discussion** – Volunteer Plant Day

The Parks and Recreation Director reported that the department would be handling the volunteer planting differently this year due to COVID-19; noting that instead of a singular plant day followed with a BBQ, the planting would be spread out over the course of a week. The department would advertise the event through personal contacts and Facebook. It was further noted folks could call the office and make arrangements to plant, as all beds would be prepped and material provided in advance along with planting diagrams.

Unanimous support was expressed by Commission members, and the Director clarified a list of bed locations would be emailed to members.

b. **Discussion** – Beautification Brochure

The Parks and Recreation Director referred to the brochure in the packet and requested feedback. It was noted the brochure would be updated as different varieties of flowers were purchased for planting but that a majority of the flowers were currently listed. It was suggested that dashes be changed to provide consistency in the brochure. There was a general consensus by the Commission that the brochure looked good and no further comments were noted.

7. REPORTS

- a. **Parks & Recreation Director** – B. Frates reported that the Department was looking at hosting a virtual clean-up which would include individuals picking up litter throughout the community, as done in the past, and this year people would be asked to send pictures of their accomplishments.
- b. **Committee Chair** – L. Gabriel thanked everyone for their participation.
- c. **City Council Liaison** – G. Pettey reported on the actions of the May 6 City Council meeting and thanked members for their input and efforts; she looked forward to seeing all the beautiful flowers in Kenai.

8. NEXT MEETING ATTENDANCE NOTIFICATION – September 8, 2020

9. COMMITTEE MEMBER QUESTIONS AND COMMENTS

Committee Member Reed noted she looked forward to working in the flowerbeds.

Committee Member Wilson inquired about the wildflower garden.

It was clarified that the Parks and Recreation department intended to burn the soil this year in an effort to control some of the weeds and then hydro-seed the Field of Flowers garden in early June.

10. ADDITIONAL PUBLIC COMMENT – None.

11. INFORMATION – None.

12. ADJOURNMENT

There being no further business before the Committee, the meeting was adjourned at 6:45 p.m.

Meeting summary prepared and submitted by:

Jacquelyn LaPlante
Deputy City Clerk

DRAFT



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Jessica “JJ” Hendrickson, Animal Control Chief
DATE: June 8, 2020
SUBJECT: **May 2020 Monthly Report**

This month the Kenai Animal Shelter took in **63** animals. Animal intake and disposition:

DOGS:				
	INTAKE	31	DISPOSITION	18
	Waiver	5	Adopted	8
	Stray	7	Euthanized	1
	Impound	6	Claimed	6
	Protective Custody	5	Field Release	0
	Quarantine	7	Transferred	3
	Other Intakes	1	Other Dispositions	0
CATS:				
	INTAKE	30	DISPOSITION	32
	Waiver	18	Adopted	14
	Stray	10	Euthanized	1
	Impound	0	Claimed	2
	Protective Custody	1	Field Release	0
	Quarantine	1	Transferred	15
	Other Intakes	0	Other Dispositions	0

OTHER ANIMALS:				
	INTAKE	2	DISPOSITION	5
	Bird	0	Bird	0
	Rabbit	2	Rabbit	5
	Chicken	0	Chicken	0
	DOA:	6	OTHER STATISTICS:	
	Dog	5	Licenses (City of Kenai Dog Licenses)	16
	Cat	1	Microchips (Dog and Cat)	9

- 1 Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 29 Animals are *known* borough animals
- 26 Animals are *known* City of Kenai
- 10 Animals are *known* City of Soldotna
- 1 Animals from unknown location
- 38 Field Investigations & patrols
- 0 Volunteer Hours Logged
- 0 Citations
- 0 Educational Outreach

Statistical Data:

- 298 2018 YTD Intakes
- 361 2019 YTD Intakes
- 369 2020 YTD Intakes





FLOAT PLANE BASIN ACTIVITY 2016-2020

OPERATIONS

Month	2020	2019	2018	2017	2016
MAY	21	64	39	23	44
JUNE		123	139	106	85
JULY		166	261	144	151
AUGUST		172	164	103	191
SEPTEMBER		132	156	107	115
OCTOBER		37	47	6	CLSD
Total	21	694	806	489	586

0 not reported

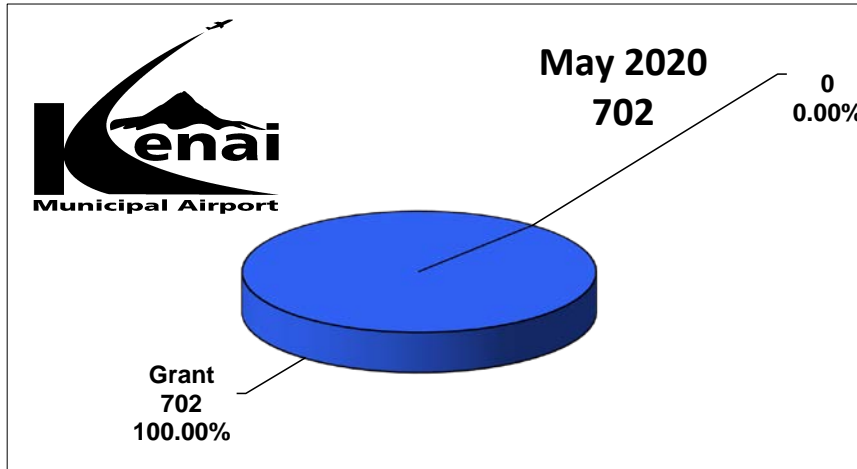
FUEL SALES

Month	2020	2019	2018	2017	2016
MAY	\$1,422	\$1,685	\$134	\$784	\$1,175
JUNE		\$5,870	\$3,203	\$3,423	\$1,656
JULY		\$9,030	\$3,635	\$3,420	\$3,036
AUGUST		\$7,146	\$5,890	\$4,325	\$3,647
SEPTEMBER		\$5,906	\$5,590	\$4,901	\$3,830
OCTOBER		\$1,752	\$1,060	\$583	CLSD
Total	\$1,422	\$31,389	\$19,512	\$17,436	\$13,344

Slips Rented

Private	0
Commerical	0

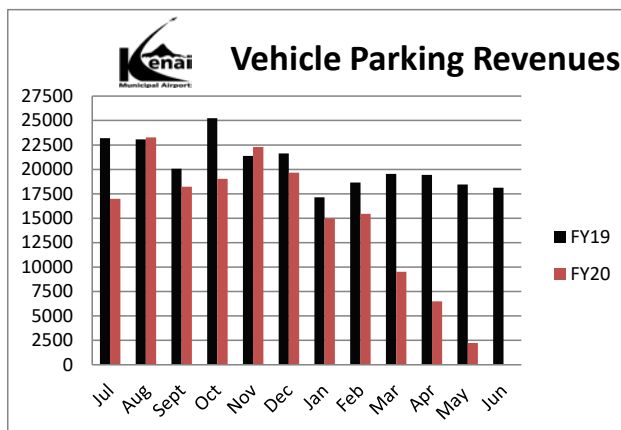
May Enplanement Report



Month	RAVN ALASKA	GRANT AVIATION	Total 2020	2019	Change from 2019
January	4,109	2,281	6,390	6,785	-395
February	3,988	1,942	5,930	5,957	-27
March	0	1,317	1,317	6,808	-5,491
April	0	359	359	6,441	-6,082
May		702	702	7,198	-6,496
June			0	7,656	
July			0	10,658	
August			0	12,925	
September			0	8,951	
October			0	7,594	
November			0	6,998	
December			0	7,033	
Totals	8,097	6,601	14,698	95,004	-18,491

Terminal - Vehicle Parking Revenues

May			
FY19	\$18,460	FY19 Total	\$245,918
FY20	\$2,226	FY20 YTD	\$168,149





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Mary Bondurant, Airport Manager
DATE: June 5, 2020
SUBJECT: **June Mid-month Report**

2018 Terminal Rehabilitation Project – Construction: The project is in the final stages of completion; finalizing signage, seating, and boilers. The Parks and Refuge display is rapidly moving along and should be installed by the end of June.

2019 Alaska Fire Training Facility Rehabilitation & Acquire Aircraft Rescue and Firefighting Trucks (ARFF) – Training equipment portion and building rehabilitation is complete. ARFF training resumed on June 1, 2020. The two ARFF vehicles are on-order with OSHKOSH.

2020 Acquire SRE (Loader) – Currently being advertised with bids due on June 10, 2020.

2020 Sand/SRE Storage Building – Ordinance No. 3116-2020 (Substitute) appropriated funds to HDL Engineering for the design of this building. Design is 35% complete.

2020 Land Acquisition – The City is programming to purchase two parcels of land in the Runway Protection Zone (RPZ). The City received appraisals dated June 8, 2020 and is awaiting environmental clearance from the FAA.

In-house Activities:

Airport Administration – The office remains closed. The Airport Manager and the Administrative Assistant are in the office. If you need assistance please send an email to mbondurant@kenai.city or call 907.283.7951.

RAVN Shutdown – There has been no changes or movement with the RAVN shut down. Grant continues to fly six-days a week and hopes to be back to a full schedule July 1, 2020. All passengers are required to wear masks during the flights.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Terry Eubank, Finance Director

DATE: June 10, 2020

SUBJECT: Finance Department – June 2020 Mid-month Report

With the passage of the FY21 Budget at the May 20th Council Meeting, the department has been making changes and compiling the document for printing. The document is expected to be available for distribution next week. The Department's focus will now be switching to closing FY20 and completion of the City's Comprehensive Annual Financial Report. This process includes closing of the FY20 financial records, fiscal year end grant reporting and finally financial statement preparation. The annual audit is scheduled for the week of October 5th.

COVID-19 accounting is requiring a significant amount of resources. Accounting for COVID-19 includes drafting legislation for administering and appropriating the funds, identifying and tracking expenditures, tracking employee time, and compiling grant reimbursement reports.

The 2020 Personal Use Fishery is quickly approaching and we will be working to train our seasonal help to work in the dipnet shacks. We have been working closely with our software programmer to update the shack attendant software and to update the dipnet app. Modifications are being made to the dipnet shacks themselves to provide a safer working environment for the attendants.

The department, working with Stormy in Human Resources, is completing open enrollment for employee benefits. This process included meetings with employees, staff, and the City's broker, Marsh & McLennan Agency.

Quotes for property, liability, airport, marine and workers compensation insurance have been received and the process of binding of coverage for FY2021 is underway. Included in binding this coverage is the issuance of municipal official bonds for myself, the City Manager, and the City Clerk. Bonding for these three positions remains at the same level previously established by Council, \$40,000 for the Finance Director, \$2,000 for the City Manager, and \$10,000 for the City Clerk. In addition to these amounts, the City's general liability policy carries \$1,000,000 of employee dishonesty coverage for all City employees. If Council wishes to change the bonding amounts for any position just let me know and I will obtain prices and facilitate the change.



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and City Council

THROUGH: Paul Ostrander, City Manager

FROM: Tony Prior, Fire Chief

DATE: June 8, 2020

SUBJECT: **Fire Department Mid-Month Report - May**

As we look back on the Month of May into the first part of June, our call volume is down slightly from last year.

year	2019	2020	% change
May total	134	110	-17.9%
EMS	91	81	-11.0%
All Other	43	29	-32.6%
Year total	664	534	-19.6%

We are continuing to focus efforts on getting all personnel trained on the new engine and getting it into service. Firefighters Mitch Miller and Steve Turkington attended their initial ARFF course at BEACON Training Center as it opened up following the remodel of the live fire training prop. We conducted training for 5 new TEO's in CPR and will provide additional training for response to potential COVID patients should dipnet season happen.

We met with Dr. Warix, Dr. Cooper, and Paul & Tiffani Perry to develop protocols for continuation of Paramedic Student Ride-Along program. In light of COVID-19, we felt it prudent to do what we can to help prepare upcoming medics to be ready in the near future, while doing it as safely as we can.

As orders of personal protective equipment (PPE) arrive, we have been distributing those supplies to all departments within the City who have requested it. We will continue to monitor what is needed and order/distribute as necessary as those requests come in.

We continue to monitor fire conditions with the Division of Forestry which is still in a suspension status as burn permits are temporarily suspended. Cooking and warming fires are still permitted.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Robert J. Frates, Parks & Recreation Director
DATE: June 9, 2020
SUBJECT: **Mid-month Report - May**

The department's focus for much of May was geared toward preseason maintenance activities and preparations for the upcoming summer maintenance season. Activities included interviewing and finalizing temporary positions and conducting routine field maintenance tasks such as turf maintenance, inspections and facility cleaning. Below is a representation of tasks and activities performed:

- The Virtual Hands-on Community Clean Up was held May 18-24. Folks were encouraged to send photos of their efforts to the department for posting on Facebook. Alaska Waste provided a roll-off container throughout the weekend.
- In response to COVID-19 the annual volunteer plant day comprised of an entire week of planting. Folks signed up in advance to plant various flowerbeds throughout the community the week of May 26-31. The response from volunteers was awesome and all the beds identified were planted.
- Thanks to the Street Department a couple large spruce-bark beetle kill trees were removed from along Ryan's Creek Trail. Parks crew removed one tree blocking the Ryan's Creek Trail.
- Street banners along the Kenai Spur Highway corridor were installed. The remaining streets (Willow St. and Airport Way) were recently completed as well.
- Concrete Circle planters were planted the first of June and the street and highway wooden flower boxes were recently placed.
- The Water & Sewer Department assisted with turning on water at various locations and facilities; restrooms opened.
- Coordinated with American Legion Post 20 for Memorial Day services held at the Kenai Cemetery and prepped site in advance.
- Assisted other departments with an illegal camp clean-up off Alpine Dr. A total of three end dump loads and two 30-yd containers of material was collected and disposed of.
- Crew swept sand and debris off several lawns throughout town and picked up clumps of sod and other debris left over from winter snow removal.

- Worked on COVID-19 Mitigation Plans and communicated with local and state organizations providing youth and adult recreation.
- Administrative Assistant created and finalized the 2020 Parks, Recreation & Beautification Flower Guide; Carol has also been assisting with the Kenai Dipnet app advertising.





MEMORANDUM

TO: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: June 9, 2020
SUBJECT: **Planning and Zoning May 2020 Report**

Planning and Zoning Commission Agenda Items and Resolutions

- Resolution PZ2020-04 - Application for the rezoning of an approximately 10.6 acre parcel, described as a portion of the S1/2 SE1/4 SW 1/4, lying North of K-Beach Road, Section 17, T5N, R11W, excepting therefrom VIP Country Estates Subdivision Part 5 from Rural Residential (RR) to Limited Commercial (LC). The application was submitted by the majority property owners, Rick and Connie Vann, P.O. Box 561, Kasilof, AK 99610.
- Resolution PZ2020-07 - Preliminary Subdivision Plat of Beaver Loop Acres, Addition No. 2. The plat was submitted by Segesser Surveys, 30485 Rosland Street, Soldotna, AK 99660, on behalf of Beaver Loop Sand and Gravel, LLC, P.O. Box 1290, Kenai, AK 99611 and the Estate of Patrick Doyle and Mary Doyle, 2243 Beaver Loop Rd., Kenai, AK 99611.
- Resolution PZ2020-10 - Preliminary Subdivision Plat of Baron Park 2020 Replat, submitted by Segesser Surveys, 30485 Rosland St., Soldotna AK 99669, on behalf of City of Kenai, 210 Fidalgo Ave., Kenai, AK 99611.
- Resolution PZ2020-11 - Application for a Conditional Use of a Six-Plex for Senior Housing, on an approximately 1.215 acre parcel, described as Lot 1, Kenai Meadows, and located at 2392 Redoubt Avenue. The application was submitted by Kenai Peninsula Housing Initiatives, Inc., P.O. Box 1869, Homer, AK 99603.
- Resolution PZ2020-12 - Application for a Variance of Kenai Municipal Code 14.14.020 - Maximum Lot Coverage, on an approximately 1.215 acre parcel, described as Lot 1, Kenai Meadows, and located at 2392 Redoubt Avenue. The application was submitted by Kenai Peninsula Housing Initiatives, Inc., P.O. Box 1869, Homer, AK 99603.
- Resolution PZ2020-14 - Preliminary Subdivision Plat of Newton-Segura Subdivision, submitted by Segesser Surveys, 30485 Rosland St., Soldotna AK 99669, on behalf of Frank D. and Marilyn K. Newton, 260 Juliussen St., Kenai, AK 99611 and Peggy A. Segura, 270 Juliussen St., Kenai, AK 99611.

Building Permit and Site Plan Reviews

Planning and Zoning staff reviews all Building Permits for compliance with the zoning code. The Department conducted 6 Building Permit application reviews in May 2020.

Code Enforcement

2 cases were opened in May 2020 for Garbage.

1 case was opened in May 2020 for Debris and Junk.

Lands

- Non-standard lease conversion to State of Alaska, Division of Forestry approved by City Council at their 5/20/20 meeting.
- Lease assignment to E&E Foods approved by City Council at their 5/20/20 meeting.
- Special Use Permit approved to Axtel Enterprises approved at their 5/20/20 meeting.
- Special Use Permit approved to Weaver Brothers approved at their 5/20/20 meeting.
- Pending: one special use permit application, three lease renewal applications, one development incentives application, and one new lease application.
- Annual and Five-Year Interval lease rate changes will occur in July 2020.





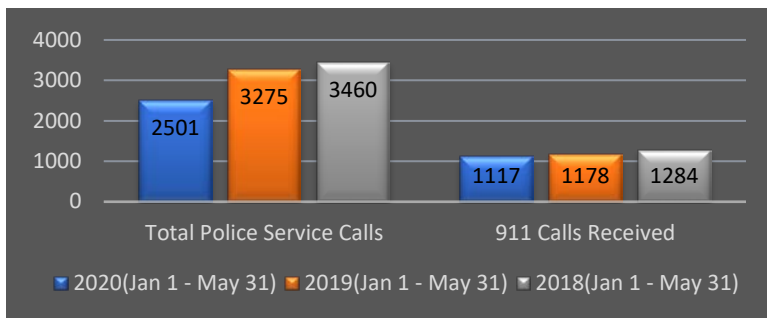
MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: David Ross, Police Chief
DATE: June 8, 2020
SUBJECT: **Police & Communications Department Activity – May 2020**

Police handled 507 calls for service in May. Dispatch received 228 9-1-1 calls. Officers made 39 arrests. Traffic enforcement resulted in 78 traffic contacts and 15 traffic citations. There were 6 DUI arrests. Officers investigated 4 motor vehicle crashes. There were no collisions involving moose. There was one collision involving drugs or alcohol.

External training was all cancelled for the month of May, with a continued focus on training with online delivery. A recruitment was completed for a vacant dispatch position, and that position was filled. A recruitment was completed for Temporary Enforcement Officers for summer, and those positions have been filled. A recruitment was completed for a vacant officer position, and the process is continuing in order to fill that position.

The Department saw an increase in call volume from what was experienced in April but still a significant decline from this month in prior years. The Department helped facilitate graduation parades at both Kenai Alternative High School and Kenai Central High School.





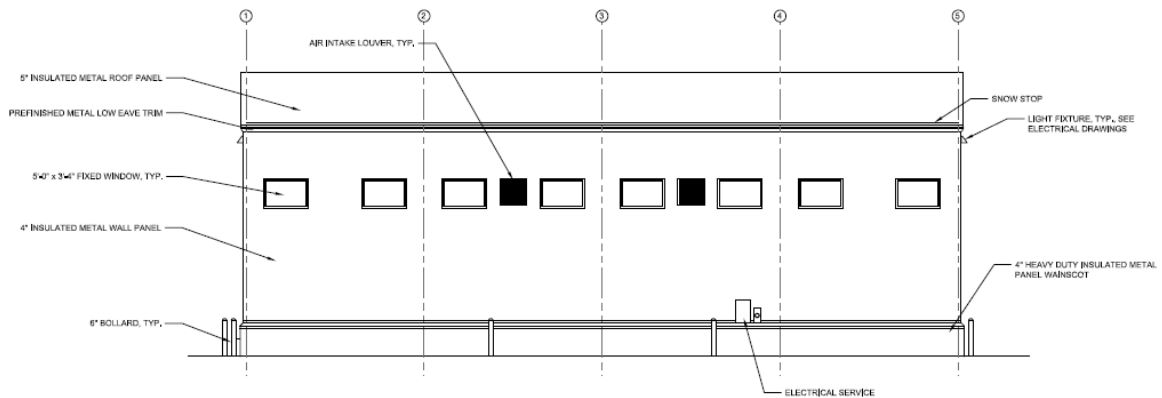
MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Scott Curtin, Public Works Director
DATE: June 2020
SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

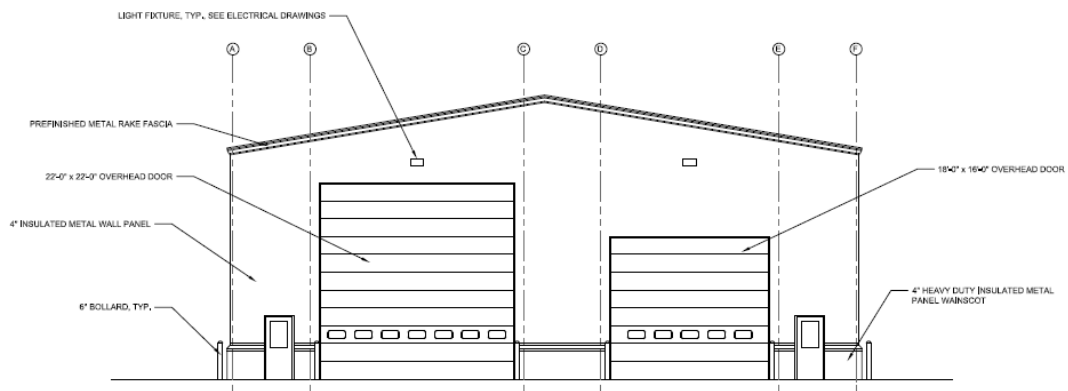
- Terminal Building Rehabilitation Project – The project reached Substantial Completion on March 27, 2020! Project is nearing closeout, final change orders are pending. Replacement boilers were approved by the FAA on June 10, 2020.
- Alaska Regional Fire Training Facility Building Rehabilitation Project – The project reached Substantial Completion on June 2, 2020 and Fire Training is actively taking place. Staff will be working with the FAA on project closeout over the next 60-90 days.
- Alaska Regional Fire Training Facility Equipment Rehabilitation Project - The project reached Substantial Completion on March 13, 2020 and Fire Training is actively taking place. Staff will be working with the FAA on project closeout over the next 60-90 days. The contractor has yet to return to Alaska to complete punch list, travel restrictions due to COVID has caused some delay.
- Kenai Municipal Airport Wheeled Loader Replacement – An Invitation to Bid was released on May 20, 2020 with bids due on June 10, 2020. Two bids were received with Yukon Equipment, Inc. providing the lowest responsive bid for 2020 Case model 621G and associated attachments. Total cost of loader with all attachments as well as some minor administrative costs equal \$270,000. An FAA grant will be covering 100% of the costs.



- Kenai Municipal Airport Sand Storage Facility – On January 23, 2020 the City released a Request for Proposals for Professional Engineering Services for a five year term agreement for the Airport. Proposals were received on February 18, 2020. HDL Engineering was the successful proposer and was issued a formal notice of award on March 16, 2020. This is the first project under this Agreement. The Sand Storage Building was originally scoped out as an approximately 6400sf facility projected to cost around \$2,000,000. An Agreement with HDL Engineering was executed on April 17, 2020 for a not to exceed fee of \$265,681 for the Design Phases of the work. Currently the Schematic Design Phase has been completed, overall square footage was reduced through programming to 5600sf due to budget concerns. *Bid documents are anticipated to be ready for an August 2020 release.*



A4 SOUTH ELEVATION
A3.1 3/16" = 1'-0" (22x34) 3/32" = 1'-0" (11x17)



A7 WEST ELEVATION
A3.1 3/16" = 1'-0" (22x34) 3/32" = 1'-0" (11x17)

- Dock repair – An Invitation to Bid was released on May 29, 2020 with Bids due on June 19, 2020. Work is anticipated to start in August after the personal use fishery is completed.
- Peninsula Avenue Bluff Erosion 2020 – An Invitation to Bid was released on May 31, 2020 with Bids due on June 19, 2020. A Pre-Bid Zoom meeting was conducted on June 5th, with three contractors in attendance. Work is anticipated to be completed over the next 4-5 months and involves clearing of some of the site, installation of a new storm water manhole and piping, grading and seeding. This is the first project that really begins to address some of the ongoing bluff erosion issues in the area.



- Vault Restrooms – 100% Design documents were received on June 10, 2020 from Nelson Engineering. An Invitation to Bid is anticipated by June 16th, 2020 with Bids due by July 9th, 2020. Work is anticipated to take place in August/September.
- Waste Water Treatment Plant Master Plan – HDL Engineering Consultants will be beginning to assist the Public Works Department in development of a new Master Plan for the facility. The last one was completed in March 2004. Resolution 2020-48 is in the June 17, 2020 packet authorizing this work. It is anticipated that these services will take place throughout the summer months. HDL is also currently assisting the department with the renewal of our APDES Permit which expires every five years.
- USACE Bluff Erosion – See City Manager’s report. Director’s Report from the Army Corp of Engineers was signed April 10, 2019. As of April 29, 2020 we are waiting on a Section 221 MOU (Memorandum of Understanding) from the Army Corp of Engineers.
- DOT KSH Rehabilitation (Widening to 5 lanes) Phase 1 Swires Rd. to Eagle Rock Dr. Wolverine is actively working on the project with final surface being paved now. Appear to be approximately six weeks away from final completion.
- DOT KSH Rehabilitation (Widening to 5 lanes) Phase 2 Eagle Rock Dr. to Sports Lake – Nothing new to report.
- DOT Beaver Loop Road and Pedestrian Pathway Project – QAP is nearing completion of the project. Public Works Director met with DOT representatives on June 5th, Public Works staff performed inspections on the project June 9 & 10 with a punch list provided to DOT on June 11, 2020. The roadway and bike paths are now paved, markings are in place, final topsoil placement is taking place, light poles still need to be installed. Project looks good and is a great benefit for the area and the city. DOT staff and QAP have been great to work with on this project.
- For those that may not have seen it yet, our new Fire Engine that took a little over a year to build arrived a little over a month ago. See below.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Paul Ostrander, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: June 8, 2020

SUBJECT: **May 2020 Monthly Report**

Home Delivered Meals	1512
Home Delivered Meals – COVID-19	1127
Pick Up Meals – COVID-19	174
Grocery Shopping Assistance	15
Vintage Pointe Meals – COVID-19	309

Though closed to the public, the Senior Center continues to provide services to our senior population. During this crisis we have been able to offer the following:

- Home delivered meals, served Monday – Friday to over 100 individuals in the greater Kenai area.
- Shopping and delivery assistance through Country Foods.
- Prescription pickups and delivery.
- Low income food box delivery.
- Telephone support and wellness checks.
- Information on COVID19, State of Alaska benefits, IRS Economic Impact payments, and the newest scams surrounding the current crisis.

In addition to this, the staff has been working on various projects including:

- Shelf stable food boxes for senior pick up and home delivery.
- Reopening phases research.
- Finalizing FY20 budget expenses.
- Vintage Pointe tenant moves.
- COVID-19 frozen home meals.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Paul Ostrander, City Manager
FROM: Terry Eubank, Finance Director
DATE: March 31, 2020
SUBJECT: **COVID-19 Recovery Update**

The purpose of this memo is to provide Council an update on the City's financial recovery from the COVID-19 Public Health Emergency.

On Tuesday June 9th, the City received its first distribution of CARES Act Funding from the State of Alaska. This first tranche of funding was \$4,140,355.22 which was deposited into a newly opened subaccount of the City's Alaska Municipal League Investment Pools account. A subaccount was opened to isolate the funds and make it very easy to track investment earnings on the funds which must be expended in the same manner as the actual grant funds.

Finance is currently preparing the first grant report to the State of Alaska which will include expenditures for all COVID-19 leave utilized by employees, approximately 3,000 hours of leave have been used to date, public safety and incident management team wages, and direct non-payroll expenditures. Reimbursement documentation has been completed for the CARES Act Justice Assistance Grant the City has recently been awarded and for which the appropriating ordinance will be up for enactment on July 1st.

CARES Act grant reports have been filed with the FAA for January, February March and April which totaled \$438,328.36. May's report is being compiled and will be submitted once complete.

To date the City has been awarded \$9,373,852.04 in CARES Act grant funding.

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

COUNCIL MEETING OF: JUNE 17, 2020

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
GAMAS DESIGNS	EMPLOYEE APPRECIATION SWEATSHIRTS	NON-DEPARTMENTAL	MISCELLANEOUS	2,829.00
LN CURTIS & SONS	BOOTS	AIRPORT	SMALL TOOLS	3,960.00
MUNICIPAL EMERGENCY SERVICES	SCBA BOTTLES	FIRE	SMALL TOOLS	2,612.98
MOORE'S LANDSCAPING	WILDFLOWER MIX HYDROSEEDING	RECREATION	REPAIR & MAINTENANCE	2,500.00
B&H PHOTO-VIDEO	CABIN PROJECT CAMERAS/SOFTWARE	RECREATION	MACHINERY & EQUIPMENT	10,594.70
EDOCSALASKA	LASERFICHE FORMS PORTAL/MAINT.	CLERK	SOFTWARE	8,306.23