



Kenai City Council - Regular Meeting

January 15, 2025 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

1. Kenai Tourism and Marketing Report, Inger Deede and John Papendieck, Agnew::Beck Consulting.

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

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3446-2024** - Accepting and Appropriating a Grant from the Alaska Food Coalition to the Kenai Senior Center. (Administration).
2. **Ordinance No. 3447-2025** - Accepting and Appropriating a Grant from the State of Alaska, Division of Senior and Disabilities Services to the Kenai Senior Center for Disaster Emergency Planning and Preparation. (Administration) [KMC 1.15.070(d)]
 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Enactment (Requires Five Affirmative Votes)
3. **Resolution No. 2025-01** - Authorizing the City Manager to Enter into a Restaurant Concession Agreement for the Kenai Municipal Airport. (Administration)
4. **Resolution No. 2025-02** - Authorizing a Budget Transfer in the Municipal Roadway Improvements Capital Project Fund of Remaining Balances from Completed Projects to a New Project for City Dock Float Replacement and Concrete Ramp Repairs. (Administration)
5. **Resolution No. 2025-03** - Amending the Authorized Staffing Table by Adding a Part-Time Administrative Assistant I Position to the Police Department. (Administration)

6. **Resolution No. 2025-04** - Adopting Goals to Guide the Preparation of the Fiscal Year 2026 Annual Budget. (Administration)
7. **Resolution No. 2025-05** - Authorizing a Contract Award to Supply Microsoft Enterprise Agreements. (Administration)
8. **Resolution No. 2025-06** - Adopting the City's Capital Improvement Plan for Fiscal Years 2026-2030. (Administration)
9. **Resolution No. 2025-07** - Requesting the Governor of the State of Alaska Designate by Proclamation the Area of the Upper Cook Inlet East Side Set Net Fishery as an Area Impacted by an Economic Disaster in 2024 and Supporting a Recovery Plan. (Askin)

F. **MINUTES**

1. *Regular Meeting of December 18, 2024. (City Clerk)

G. **UNFINISHED BUSINESS**

1. **Ordinance No. 3445-2024** - Increasing Estimated Revenues and Appropriation in the Kenai City Municipal Roadway Improvement Capital Project Funds to Transfer Residual Balance from Completed Projects Back to Their Original Funding Sources, and Increasing Estimated Revenues and Appropriation in the Kenai City Water & Sewer, Public Safety, and Airport Improvements Capital Project Funds to Fully Fund Projects Approved in the FY2025 Budget. (Administration) *[On 12/18/24 this item was postponed to 01/15/25]*

H. **NEW BUSINESS**

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Non-Objection to Renewal of a Club Liquor License for Kenai Elks Lodge #2425 DBA Kenai Elks Lodge #2425 - License No. 5644. (City Clerk)
3. ***Action/Approval** - Non-Objection to Renewal of a Restaurant/Eating Place Liquor License Jersey Subs AK LLC DBA Jersey Subs - License No. 5900. (City Clerk)
4. ***Action/Approval** - Council Confirmation of Mayoral Nomination of Dominick Sarte to the Harbor Commission. (Gabriel)
5. ***Action/Approval** - Council Confirmation of Mayoral Nominations of Marti Pepper and Bridget Grieme to the Parks and Recreation Commission. (Gabriel)
6. ***Ordinance No. 3448-2025** - Amending Kenai Municipal Code Section 14.22.010 - Land Use Table, to Allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone. (Administration)
7. **Discussion/Action** - Scheduling a Board of Adjustment Meeting for the Purpose of Approving Hearing Minutes. (City Clerk)

I. **COMMISSION REPORTS**

1. Council on Aging Commission
 - Council on Aging Commission 2024 Annual Report
2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission

5. Planning and Zoning Commission
6. Beautification Commission

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

1. City Clerk Contract Renewal Discussion and Negotiation. *[AS 44.62.310 (c)(1)(2) May be a subject that tends to prejudice the reputation and character of the City Clerk and is a matter of which the immediate knowledge may have an adverse effect upon the Finance of the City.]*
 - a. **Action/Approval** - Council Action Related to the City Clerk Contract Renewal.

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

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

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

<https://us02web.zoom.us/meeting/register/G79hUieRSGq02IBgbNKOxA>



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3446-2024**

AN ORDINANCE ACCEPTING AND APPROPRIATING A GRANT FROM THE ALASKA FOOD COALITION TO THE KENAI SENIOR CENTER.

WHEREAS, the Alaska Food Coalition funds grants to member agencies involved in fighting hunger in Alaska; and,

WHEREAS, the Kenai Senior Center is a member of the Alaska Food Coalition and has received a grant of \$905; and,

WHEREAS, the funds will be used to purchase additional shelving for food storage; and,

WHEREAS, it is in the best interest of the City of Kenai to appropriate these grant funds for the purpose intended.

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 \$905 and to expend the grant funds to fulfill the purpose and intent of this Ordinance.

Section 2. That the following budget revision is authorized:

Senior Citizen Fund:

Increase Revenues –

Miscellaneous Grants \$905

Increase Appropriations –

Small Tools & Minor Equipment \$905

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 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

Ordinance No. 3446-2024

Page 2 of 2

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

December 18, 2024

Enacted:

January 15, 2025

Effective:

January 15, 2025



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: December 12, 2024

SUBJECT: **Ordinance 3446-2024** – An Ordinance Accepting and Appropriating a Grant from the Alaska Food Coalition

The Kenai Senior Center is honored to receive a \$905 grant from the Alaska Food Coalition. These funds are designated for small-scale, capacity-building initiatives aimed at creating a lasting impact in the fight against food insecurity across Alaska. The grant will be utilized to purchase shelving to enhance food capabilities for the Senior Center.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3447-2025**

AN ORDINANCE ACCEPTING AND APPROPRIATING A GRANT FROM THE STATE OF ALASKA, DIVISION OF SENIOR AND DISABILITIES SERVICES TO THE KENAI SENIOR CENTER FOR DISASTER EMERGENCY PLANNING AND PREPARATION.

WHEREAS, the State of Alaska, Department of Health and Social Services, Division of Senior and Disabilities Services requested proposals from current Title III grantees who serve Older Alaskans to provide Emergency Planning and Preparedness services; and,

WHEREAS, the Kenai Senior Center is a long-standing grantee of the Title III funding; and,

WHEREAS, the Kenai Senior Center has applied and been awarded a grant for \$44,921 for services offered beginning January 1, 2025 – June 30, 2025; and,

WHEREAS, these funds will be used to provide emergency food for seniors, supplies for Automated External Defibrillators, replacement first aid kits, and professional services to develop a site-specific emergency operation plan for seniors; and,

WHEREAS, as the funds awarded must be utilized by June 30, 2025, it is important that the Senior Center is able to expend these funds as soon as possible; 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, acceptance of these funds is in the best interest of the City, its business, and its residents.

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

Section 1. That the City Manager is authorized to accept a grant in the amount of \$44,921.

Section 2. That the following budget revision is authorized:

Senior Citizen Fund:

Increase expenditures –	
Miscellaneous Grant	<u>\$44,921.00</u>
Increase Appropriations –	
Congregate Meals - Professional Services	\$ 26,000.00
Home Meals – Supplies	4,499.50
Congregate Meals – Supplies	896.38
Congregate Meals – Salaries	<u>13,525.12</u>
	<u>\$ 44,921.00</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 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:	January 15, 2025
Enacted:	January 15, 2025
Effective:	January 15, 2025



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: January 7, 2025

SUBJECT: **Ordinance 3447 - 2025 – NTS Emergency Preparedness Grant**

The State of Alaska, Division of Senior and Disabilities Services requested proposals from current Title III grantees in good standing to provide emergency planning and preparation for our agency to maintain the continuity of services to older Alaskans in our community in the event of an emergency.

The Kenai Senior Center was eligible to apply for funding and was awarded a \$44,921 for services offered beginning January 1, 2025 – June 30, 2025. These funds will be used to provide emergency food for seniors, supplies for Automated External Defibrillators, replacement first aid kits, and professional services to develop a site-specific emergency operation plan for seniors. This plan will not only complement the current City of Kenai Emergency Operations Plan, but will also possess comprehensive Emergency and Continuity of Operations Plan, Policies and Procedures that comply with the Older Americans Act.

Introduction and Adoption in a Single Meeting

Generally, Ordinances are introduced at one meeting and voted on at the subsequent meeting to provide public notice of the action at two separate meetings. KMC 1.15.070(d) as cited below, provides for introduction and passage of appropriating ordinances in a single meeting.

KMC 1.15.070(d)

No ordinance except an emergency ordinance or an ordinance making, repealing, transferring, or otherwise changing appropriations, may be finally passed on the same day that it is introduced. By unanimous consent of all Council Members present, such ordinances may be read a second time and then, by the required vote, be passed on the same day on which they are introduced. All persons present shall be given an opportunity to be heard before the vote on final passage.

I respectfully request utilization of the provision in KMC 1.15.070(d) for introduction and passage of Ordinance 3447-2025 at the January 15 2025 meeting of the Kenai City Council to enable the City to utilize the funds prior to June 30, 2025.

Your support of Ordinance 3447-2025 is greatly appreciated.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-01**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RESTAURANT CONCESSION AGREEMENT FOR THE KENAI MUNICIPAL AIRPORT.

WHEREAS, on October 17, 2024, the City requested proposals to lease the airport terminal restaurant for an initial period of three years beginning on March 1, 2025 through February 28, 2028; with an option of two successive one-year terms by mutual written consent of the Owner and Concessionaire; and,

WHEREAS, two responsive proposals were received on December 5, 2024, and evaluated based on experience, qualifications, management and operations plan, DBE certification, and proposed monthly percentage of gross receipts; and,

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

Name	Score
Debbie's Food Services LLC	312
Consolidated Development and MGMT	240

; and,

WHEREAS, Debbie's Food Services LLC submitted a responsible proposal for a restaurant concession at the Kenai Municipal Airport receiving the greatest number of points; and,

WHEREAS, City Administration has determined that this proposal meets all requirements; and,

WHEREAS, the Airport Commission at its regularly scheduled meeting of January 9, 2025 recommended approval.

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

Section 1. That the City Manager is authorized to enter into a restaurant concession agreement with Debbie's Food Services LLC for the Kenai Municipal Airport for the period March 1, 2025 through February 28, 2028 with two one year extensions that may be authorized by the City Manager without further Council action.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: January 4, 2025

SUBJECT: **Resolution No. 2025-01 - Authorizing the City Manager to Enter into a Restaurant Concession Agreement for the Kenai Municipal Airport**

On October 17, 2024, the airport released an RFP for the Restaurant Concession. The goal of the RFP is to provide convenient food service for travelers as well as community members that want to stop in for a meal.

On December 5, 2025, two responsive proposals were received and scored: Debbie's Food Services LLC and Consolidated Development and MGMT. Debbie's Food Services LLC proposed to operate between the hours of 8:00 AM – 6:00 PM Monday through Saturday and 11:00 AM-2:00 PM Sunday.

Debbie's Food Services is proposing to pay 12% of gross sales per month as well as \$1,000 for the City's maintenance of equipment.

Your support for a Restaurant Concession with Debbie's Food Services is respectfully requested.

Attachments- Agreement

**CITY OF KENAI
KENAI MUNICIPAL AIRPORT
RESTAURANT CONCESSION AGREEMENT**

Debbie Adam, individually (Concessionaire), Debbie's Food Services, LLC, and the **CITY OF KENAI**, a municipal corporation, organized and existing under the laws of the State of Alaska (City), 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611, hereby enter into this contract for restaurant concession services at the Kenai Airport, the term of which is March 1, 2025 through February 28, 2028.

INTRODUCTION

- A. The City owns and operates the Kenai Municipal Airport, located in Kenai, Alaska.
- B. In connection with the Airport, the City owns the Terminal.
- C. The City has determined that offering a Restaurant Concession Agreement by the competitive bid process is in the best interest of the City and the traveling public.
- D. The Concessionaire desires to operate the Restaurant Concession in the Terminal.
- E. The City solicited competitive bids for the Restaurant Concession, and the Concessionaire was the successful bidder.

ARTICLE I: DEFINITIONS

The following definitions apply for this Agreement:

- A. Agreement: This Agreement, together with:
 - 1. *Certified Activity Report* form (CAR) (Exhibit A)
 - 2. Drawing of Airport Restaurant Space 102/103/104/105/106 (Exhibit B);

3. List of city-owned equipment in the restaurant (Exhibit C);
 4. Restaurant Safety & Cleaning List (Exhibit D);
 5. Successful Proposal (Exhibit E): and
 6. All future amendments or supplements executed by the parties to this Agreement.
- B. Airport: The real property and facilities of the Kenai Municipal Airport, 305 N. Willow, Kenai, Alaska, as they exist on the execution date of this Agreement, together with any future additions or expansions.
- C. Airport Manager: The City's designated manager at Kenai Municipal Airport acting directly or through a duly authorized representative.
- D. Certified Activity Report: A report that lists the Gross Sales generated by the Restaurant Concession during the calendar month for which payment is made. The format of the Certified Activity Report is specified in Exhibit A.
- E. Concessionaire: The successful bidder for this Restaurant Concession Agreement, who enters into this Agreement, or any other subsequent Concessionaire as provided under Article XXI (Assignment or Subletting) of this Agreement.
- F. Disadvantaged Business Enterprise (DBE): A business certified by the City of Kenai or the State of Alaska, as a disadvantaged business enterprise as defined in 49 CFR, Part 23.
- G. Entertainment Device: A mechanical or electronic device, video game, or similar item used for personal entertainment in a public place.
- H. Manager: That person described in Article VII and having authority to act for the Concessionaire.
- I. Premises: The floor space available to the Concessionaire for the uses authorized under this Agreement is as shown below (also see Exhibit B):
- The premises known as the restaurant area of the Kenai Municipal Terminal within the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 32, Township 6 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska.
- J. Term: The period of time specified under Article II of this Agreement.
- K. Terminal: The City of Kenai passenger terminal building at the Airport.

- L. Vending Machine: A coin-operated device for selling nonalcoholic beverages or food items.

ARTICLE II: TERM

- A. Term: This Agreement is effective on the date it is signed on behalf of the City. The City grants the Concessionaire the rights listed in Article III beginning at 12:01 a.m., **March 1, 2025** and ending at **12:00 midnight on February 28, 2028**, with an opportunity to extend for two successive one-year terms by mutual written consent of Owner and Concessionaire.
- B. Holding Over: If the Concessionaire holds over without a written renewal of this Agreement after it expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but only creates a month-to-month tenancy, regardless of any payment the City accepts. The Concessionaire's obligations to perform under this Agreement will continue until the City terminates the month-to-month tenancy. The City may terminate the holdover tenancy at any time by giving the Concessionaire at least 10 days' written notice. The monthly payment for any holdover period is the monthly rental fee.

ARTICLE III: RIGHTS GRANTED, RESERVATIONS, AND PROHIBITIONS

Subject to the rights and obligations under this Agreement, the City grants the Concessionaire the authority to exercise the following rights:

- A. Non-Exclusive Rights: The City grants the Concessionaire the following non-exclusive rights:
1. To prepare, serve, or sell food and beverage items, except vending machines.
 2. To provide in-flight meal service for airline crews and passengers.
 3. To provide delayed-flight meal service inside aircraft parked at the Terminal.
 4. To prepare, serve, and sell food and nonalcoholic beverages to customers in the Airport Terminal or off the Airport.
 5. To install and operate Entertainment Devices on the premises when approved in writing by the Airport Manager.

B. General Rights: The City grants the Concessionaire the following general rights:

1. To ingress, egress, and occupy the premises by the Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees, subject to the security rules of the Airport.
2. To construct and install fixtures, equipment, and other improvements necessary to operate the concession, subject to the prior written approval of the City (Article X of this Agreement).

C. Reservations: The City reserves the following rights:

1. To authorize airlines to provide Restaurant service in airline VIP rooms.
2. To grant others any right or privilege not specifically and exclusively granted to the Concessionaire.
3. To allow airlines to provide complementary coffee and snacks during hours when food and beverage service provided under this agreement is not available.
4. The rights and privileges granted the Concessionaire under this Agreement is the only rights and privileges granted the Concessionaire. The Concessionaire has no easements, rights, or privileges, expressed or implied, other than those specifically granted under this Agreement.

D. Prohibitions: This Agreement prohibits the Concessionaire from the following:

1. To provide any service or product not described in this Agreement without the prior written consent of the City. If a question or dispute arises concerning the sale of any service or product, the Concessionaire may submit a written request to the City asking for a review and decision concerning the dispute. The City will deliver a written decision to the Concessionaire, and the decision of the City is final.
2. To sell any item or service for which the City has granted exclusive concession rights to others.
3. To divert any business or cause or allow by its own actions any business to be diverted from the Airport.

E. Hours/Days of Operation: The Concessionaire will be open for a minimum of 60 hours per week, 7 days per week, with the hours of operations outlined in their

proposal and attached as exhibit E. The Airport Manager must approve changes to hours of operation, in writing. If the concessionaire requests to operate for fewer hours then the City shall have the option of advertising for proposals and negotiating a new contract and terminating the existing contract if it is in the best interest of the City.

- F. Emergency Closures: The City recognizes that emergencies may occur that are beyond the control of the concessionaire. If an emergency arises that requires an unexpected closure then the Concessionaire will notify the Airport Manager of the circumstances in writing. If excessive closures occur, the City shall have the option of terminating this contract.
- G. Closure for Repairs: The parties recognize that major repairs of the building and city owned equipment may occur during the life of this contract. The City reserves the right to cause interruptions to the utilities and other amenities as necessary to conduct normal repairs. If such interruptions are minimal and notification of such work is provided the concessionaire then the City is not held liable for lost revenue.

ARTICLE IV: PREMISES

The City will deliver the premises to the Concessionaire at 12:01 a.m. on **March 1, 2025**. The Concessionaire accepts the premises in its then-present condition and as is. The Concessionaire acknowledges that the City's obligation is limited to making the premises available to the Concessionaire for its use.

ARTICLE V: FEES AND PAYMENTS

- A. Monthly Percentage of Gross Receipts: For the rights and privileges granted under this Agreement, the Concessionaire will pay the City a monthly percentage of gross receipts of 12% plus applicable sales tax.

The percent required to be paid shall be paid for each calendar month during the term of this Agreement and shall be due and payable on the tenth (10th) day of the calendar month succeeding the month for which the payment is applicable.

Concessionaire shall provide a Certified Activity Report (CAR) for each month of the preceding month for the City's audit purposes to determine compliance with this requirement. The Concessionaire shall submit each CAR in the format shown in **Exhibit A**. The CAR shall be submitted to the Airport Manager's office at the Airport.

Percentage payment payable to the City by the Concessionaire under this Agreement shall be owned by the City at the time of each customer transaction and will be held in trust by the Concessionaire while the funds are in Concessionaire's custody and control. The Concessionaire is responsible for these fees until delivered to the City. If any fees payable to the City are lost, stolen, or otherwise unlawfully removed from the custody and control of the Concessionaire, the Concessionaire remains responsible to the City for the revenue.

1. Gross sales numbers are confidential to the extent allowed by law.
 2. Payments must be submitted to City of Kenai, Finance Department, 210 Fidalgo, Kenai, AK 99611.
 3. The Concessionaire will make its payments free from any claim, demand, setoff, or counterclaim of any kind against the City, and will make its payments in cash or by check, bank draft, or money order payable to the City of Kenai.
- B. Utilities: City shall pay for garbage removal and electrical utilities including heat and normal air conditioning during the operating hours of the terminal. The City shall pay for water and sewer. All other utilities and services including gas, telephone communication, internet, cable and other utilities and services incident to the Concessionaire's business, shall be operated and maintained at the Concessionaire's sole expense.
- C. Catering: Concessionaire may provide catering services to private aircraft as well as off-premises as part of the restaurant function; however, all catering sales are also subject to the same fees as described above. Catering service is not exclusive to the restaurant concession.
- D. Waiver of Monthly Rental:
1. The City will waive the monthly percentage payment if any of the following events occur:
 - a. Any event, not the fault of the Concessionaire that so damages the Terminal, or city owned equipment, and prevents the normal operation of the Concessionaire's business for more than 30 consecutive days. If the normal operation of the Concessionaire's business is prevented for more than 30 consecutive days, this waiver is effective from the first day following the period of 30 consecutive days and will continue until normal operations can resume.

- b. Complete closure of the Airport to the commercial air transport of passengers for more than 30 consecutive days. If complete closure of the Airport exceeds 30 consecutive days, this waiver will be effective from the first day following the period of 30 consecutive days and will continue until the Airport is reopened to the commercial air transport of passengers.
 2. For the purposes of this Section, if the waiver period does not fall on the first or last day of the month, the minimum rent may be prorated on a daily basis to determine the Concessionaire's correct monthly fee.
 3. At its discretion, the City will either credit any overpayment resulting from a waiver toward future payments due the City or refund the overpayment to the Concessionaire.
- E. Fees Vest in the City: Whether for cash or credit, the fees due the City for the services the Concessionaire is authorized to provide under this Agreement immediately vest in and become the property of the City. The Concessionaire is responsible for those fees until delivered to the City.
- F. Unpaid Fees: Any rent, charge, fee, or other consideration due but unpaid at the expiration or voluntary or involuntary termination or cancellation of this Agreement is a charge against the Concessionaire and its property, real or personal, and the City has any lien rights allowed by law. Either the City or its authorized agent may provide enforcement.
- G. Security Deposit: The successful proposer will be required to provide a security deposit or bond for the same in the amount of \$3,000.00. This deposit or bond will be used by the City to remedy any late payments, property damage, or other costs incurred due to the failure of the proposer to comply with the contract terms and otherwise will be held until and if the premises is vacated by the successful proposer in full compliance with all agreement terms. The security deposit or bond must be provided to the City prior to the execution of the Restaurant Concession Agreement.
- H. Closure Fees: Concessionaire shall be open a minimum of 60 hours per week, 7 days per week. The City may require the Concessionaire to pay a penalty of \$200 per week for any week the Concessionaire is not open a minimum 60-hours, 7 days per week unless the City authorizes in writing a reduction of hours for that week. This penalty will be in addition to normal fees due the City under this concession agreement
- I. Maintenance Fee: Concessionaire shall pay a \$1,000 monthly maintenance fee to the city for the maintenance, repair, and replacement of city owned equipment.

ARTICLE VI: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE'S): The City of Kenai's policy is to ensure that DBE's have the maximum opportunity to participate in the performance of Airport concession contracts.

(a) Concessionaire's obligation: The Concessionaire will ensure that DBE's have the maximum opportunity to participate in the performance of this agreement.

This agreement is subject to the requirements of the United State Department of Transportation's regulations, 49 CFR, Part 23, Subpart F. The Concessionaire Agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Concessionaire agrees to include the above statements in any subsequent concession arrangements that it enters and cause those businesses to similarly include the statements in further agreements.

The Concessionaire will comply with all applicable laws and regulations regarding the fair and equitable treatment of DBEs now in effect or which may subsequently take effect during this Agreement. The Concessionaire will include a provision to this effect in any subcontract or other arrangement for DBE participation entered into under this Agreement.

ARTICLE VII: PERSONNEL

The Concessionaire will maintain an adequate staff with the experience necessary to meet the provisions of this Agreement.

- A. Manager: The Concessionaire will select and properly train a Manager responsible for the general day-to-day operations under this Agreement. The Manager must reside in the Kenai area and be ordinarily available during regular business hours. At all times during the Manager's absence, a responsible subordinate must be in charge and available.
- B. Other Personnel: The Concessionaire's personnel will meet the standards set forth in this Agreement and will conduct the Concessionaire's operations in accordance with the standards set forth in Article IX of this Agreement.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT AND IMPROVEMENTS

- A. City-owned Equipment: The City holds title to certain restaurant equipment that is located on the premises and is listed on Exhibit C.
- B. Concessionaire-owned Equipment
1. Title to all Concessionaire-owned personal property, trade fixtures, equipment, furniture, vending machines, and entertainment devices remains vested in the Concessionaire.
 2. Entertainment Devices: The City will approve the locations, maximum number, and kinds of entertainment devices it will allow on the premises. The Concessionaire will relocate or remove any Entertainment Device at its sole expense when requested to do so by the City.
- C. Ownership of Permanent Improvements
On expiration, cancellation, or termination of this Agreement, title to any structural or other improvements that the Concessionaire cannot, in the City's determination, remove without damage to the premises vests in the City. These improvements include interior walls, ceilings, carpeting, finished flooring, electrical wiring, air-conditioning ducts and equipment, and all interior decorations and finishing erected or installed by the Concessionaire.

ARTICLE IX: SERVICE AND OPERATION

The Concessionaire's operation under this Agreement is a service to terminal employees, the traveling public and other users of the Airport. The Concessionaire will operate its Concession in accordance with the highest standards and practices of the food and beverage industry. The Concessionaire will take all reasonable measures to maintain, develop, and increase its business within the Terminal. Accordingly, the Concessionaire will provide service in a first-class, businesslike, efficient, courteous, accommodating manner and will comply with the following:

- A. Service Quality: The Concessionaire will provide terminal employees, the traveling public and other users of the Airport with high-quality service and products.
- B. Orderly Operation: The Concessionaire will conduct all business in a quiet, orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, or tenants of the Airport.

C. Health Standards and Facilities' Cleanliness

1. The Concessionaire will comply with all established health standards as monitored by the local governmental health department.
2. Within five (5) days of any health standards inspection, the Concessionaire will provide the City with a copy of the inspection report.
3. The Concessionaire will have an ongoing cleaning program for both the public and non-public areas within the premises. The program will include cleaning of carpets, floors, equipment, trade fixtures, furniture, entertainment devices, vents, and service areas.

D. Standard of Conduct for Employees: The Concessionaire will maintain a standard of conduct for its employees that include the following:

1. Employees must be well groomed and maintain a pleasant attitude toward the public.
2. Employees may not display their grievances in public, use improper language or conduct, or drink any alcoholic beverage while on duty or in uniform.

E. Janitorial and Cleaning Services: The Concessionaire will provide, at its own expense, the day-to-day janitorial and cleaning services and supplies necessary to maintain the premises except for those services provided by the City under Article XI of this Agreement. The Concessionaire will maintain the premises in a clean, neat, and sanitary condition.

F. Trash, Garbage, and Refuse: The Concessionaire will provide for the adequate sanitary handling and removal of all trash, garbage, and other refuse caused as a result of the Concessionaire's operations. The Concessionaire will coordinate a schedule and procedure of trash removal with the City. The Concessionaire will provide and use suitably covered or sealed receptacles for all garbage, trash, and other refuse from its operations inside the Terminal.

G. Security: The Concessionaire will adhere to all applicable responsibilities of the federal airport security program set out in Federal Aviation Regulations Part 107 and the Airport Master Security Program. The Concessionaire will procure any required identification badges necessary to access the premises or the Concessionaire's operations authorized under this Agreement. Any fine that results from a violation of the federal airport security program by the Concessionaire, its agents, officers, suppliers, sub lessees, vendors, guests, customers, or employees, whether on or off the premises, that is found by the

Federal Aviation Administration or the City to be the fault of the Concessionaire will be the sole responsibility of the Concessionaire. If the City pays any such fine to meet the Federal Aviation Administration deadlines, the Concessionaire will reimburse the City within 30 days after written notice by the City. The Concessionaire will coordinate any Airport security matter with the City.

- H. Smoking: Neither the Concessionaire, employees, or customers may smoke inside or outside the Terminal except in designated smoking areas.
- I. Complaints, Questions, or Concerns: The City will forward to the Concessionaire for response any complaints, questions, or concerns regarding the Concessionaire's operations. The City reserves the right to address and resolve any problems arising out of the Concessionaire's operations.
- J. Signs: The Concessionaire may, after consent by the Airport Manager, install signs at its premises identifying its business. The Concessionaire will request the City's advance written approval through the City's building permit process (Article X, Section B of this Agreement) before installation of any signage. The City will approve or disapprove the names selected for the restaurant.

ARTICLE X: MAINTENANCE AND CONSTRUCTION ON THE PREMISES

A. Maintenance

- 1. The Concessionaire will, at its sole expense:
 - a. Be responsible for all routine care, and cleaning of all City owned equipment. Pay a \$1000 monthly maintenance fee to the city for the repair, maintenance, and replacement of city owned equipment. Be responsible for all repairs/replacement costs associated with Concessionaire owned equipment. A Restaurant Safety & upkeep List, Exhibit D, will be strictly monitored and enforced by the City.
 - b. Do or cause to be done without delay all those things which in the determination of the City are necessary or desirable in the interest of safety or to maintain the premises, furniture, trade fixtures, equipment, and Entertainment Devices in good repair and appearance.
 - c. Pay for damage to the facilities of any other Airport tenant or the City caused by the Concessionaire's lack of adequate maintenance of any equipment, fixture, or system installed by the Concessionaire.

2. The City may require the Concessionaire to perform necessary repairs to the premises, furniture, trade fixtures, equipment, and entertainment devices at the Concessionaire's own expense.
3. If, after 30 days following notice, or in shorter periods if an emergency exists, the Concessionaire fails or refuses to perform any action required by this Agreement, the City has the right, but not the obligation, to perform any or all actions required by this Agreement at the sole expense of the Concessionaire. The City will not take action if the Concessionaire begins and continues expeditious action to perform any action required by this Agreement that cannot be reasonably completed within 30 days. If the City performs any action required of the Concessionaire, the Concessionaire will reimburse the City within 30 days from the date of billing.
4. Concessionaire will be responsible to have the hood system, including all fire protection, professionally cleaned and inspected at the Concessionaire's expense, 3 times per year. A report will be provided to the Airport Administration office.

B. Terminal Building Permit Process:

1. The Concessionaire may not make repairs or alter the premises without first obtaining the City's prior written consent through the building permit process. The Concessionaire will complete a Terminal Building Permit Application form obtained from the City. Repairing and altering the premises include the following:
 - a. Installation, maintenance, repair, or removal of trade fixtures, equipment, entertainment devices, locks, antennae, counters, shelving, signs, posters, telephone lines, data circuits, floor coverings, wall coverings, painting, electrical, plumbing, and refrigeration work; and
 - b. Any other repair or alteration that the City deems necessary to be approved through the building permit process.
2. The City may withhold its approval if the Concessionaire is in violation of any requirement under this Agreement.
3. The Concessionaire will make all repairs and alterations to the premises at its own expense. The City has the right to approve the final repair or alteration.

C. General Construction Requirements

1. Any alteration, repair, construction, or improvement performed by the Concessionaire will be neat, presentable, and compatible with the architecture of the Terminal, as determined by the City, and performed at no cost to the City.
2. The Concessionaire will deliver detailed as built drawings to the City within 30 days after completion of any permanent improvement. The as built drawings must show the location and dimensions of any permanent improvement made by the Concessionaire.

ARTICLE XI: CITY SERVICES

A. City Services

1. The City will perform the following services:
 - a. Maintain the structure of the Terminal, the roof, and exterior walls.
 - b. Agrees to pay for electricity consumed on the Premises.
 - c. Wash the outside of all exterior Terminal windows as well as clean and maintain the public areas in the Terminal.
 - d. Maintain the Terminal's existing and future utility systems in good condition and repair. Utility systems include systems to supply heat, electricity, water, sewage disposal, fire alarm, fire protection, sprinkler, air conditioning, and telecommunications services. The City has the right to maintain lines, pipes, mains, wire, conduits, and equipment connected with or appurtenant to any system. However, the City may refuse to maintain any system installed by the Concessionaire and may charge the Concessionaire for any repair necessary due to negligence by the Concessionaire during any such installation or as the result of any such installation.
2. The City will invoice the Concessionaire and the Concessionaire will pay for any extraordinary lighting, power, utility bills, or cleaning services used by the Concessionaire that, in the determination of the City, are beyond the scope of normal services provided by the City.

- B. Hold Harmless: The Concessionaire will waive any claim and hold the City harmless for damages from any failure or interruption of utility or other service

furnished by the City, including failure or interruption of electrical energy, space heating or cooling, or any public or passenger convenience. In addition, the City may make any repair or alteration necessary for the proper functioning of the Terminal without liability to the Concessionaire for any damages.

ARTICLE XII: CITY'S RIGHTS OF INSPECTION AND ACCESS

- A. Inspection: The City, by its officers, employees, agents, representatives, and contractors, may at any reasonable time enter the premises to inspect or observe the Concessionaire's performance of its obligations under this Agreement, or to take any action that the City is obligated to take under this Agreement or otherwise. The Concessionaire will neither claim nor does the City allow an abatement of fees if the City exercises this right. Except in an emergency, the City will coordinate all inspections with the Concessionaire to minimize interference with the Concessionaire's activity on the premises.
- B. Access:
1. The Concessionaire will assure the City of emergency access to the premises by providing emergency telephone numbers by which the Concessionaire or the Concessionaire's Manager may be reached on a 24-hour basis.
 2. Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, and contractors, has the right to maintain the existing and future utility systems or portions of them on the premises as listed in Article XIII of this Agreement. The City has the right to enter the premises at any reasonable time to make repairs, alterations, or replacements that are, in the determination of the City, necessary or advisable, and, from time to time, to construct or install over, in, or through the premise's new lines, pipes, mains, wires, conduits, and equipment. Any repair, alteration, replacement, or construction will not unreasonably interfere with the use of the premises by the Concessionaire, and nothing in this Article may be construed to relieve the Concessionaire of any obligation to maintain the premises and improvements.
 3. At any time during ordinary business hours within the 12 months preceding expiration of this Agreement, the City has the right to enter the premises to measure, photograph, show, and view all parts of the premises.

ARTICLE XIII: ADDITION OR REDUCTION IN SPACE

If the Concessionaire requests additional terminal space and the City determines that suitable space is available and needed, the City may lease the additional space subject to the requirements of law concerning leasing of Airport Terminal space.

ARTICLE XIV: CITY-DIRECTED RELOCATION

The Concessionaire acknowledges that the City may require the relocation of the premises, in whole or in part, if the City determines that relocation is necessary to meet the needs of the traveling public or the City. If the City requires relocation of the premises, the following applies:

- A. City's Responsibilities: The City, at its sole expense, will provide the new space with interior permanent improvements including floors, ceiling, carpeting, lighting, electricity, wall finishes, heating and cooling, ventilation, and permanent fixtures similar to those in the premises.
- B. Concessionaire's Responsibilities
 1. The Concessionaire, at its sole expense, will relocate all nonpermanent fixtures, furnishings, and equipment from the premises; provide any additional fixtures, furnishings, and equipment that the Concessionaire finds necessary or desirable to fully use the new lease space; and vacate and surrender the former lease space to the City when the new space is completed. Concessionaire will continue to be liable for rental fees and payments as provided in Article V.
 2. The City and the Concessionaire will perform their respective obligations in an expeditious manner, excluding any delay that is beyond the control of either party. The new lease space will have a floor area similar in size to the area being vacated by the Concessionaire. The City will make every reasonable effort to ensure that the new lease space will provide access and exposure to passenger traffic similar to that of the former lease space. However, the City will not be responsible for any financial losses that the Concessionaire may incur due to relocation under this Article unless the losses are the result of a breach by the City of its obligations under this Article.
 3. The Concessionaire is responsible to maintain an account and all costs for the natural gas utility for the restaurant/café.

ARTICLE XV: LAWS AND TAXES

This Agreement is subject to all City of Kenai laws and regulations, including those relating to leasing facilities and granting privileges at city airports.

A. Laws

1. At no expense to the City, the Concessionaire will comply with all federal, City, and local laws, ordinances, regulations, and Airport rules that are either now or in the future in force that may apply to the business authorized under this Agreement, or to the use, care, operation, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution. The City is neither liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this Agreement by reason of the City's exercise of any authority.
2. The Concessionaire will comply with all City and federal regulations governing hazardous substances, including hazardous wastes, and will comply with all instructions of the City with regard to environmental concerns and requirements, regardless of whether based on specific law, regulation, or order of any governmental authority. In addition, the Concessionaire assumes responsibility for any spill of oil, oil-based substance, or hazardous substance attributable to its operation under this Agreement. With respect to any such occurrence, the Concessionaire will indemnify, defend, save, and hold the City and its employees harmless from any loss, claim, suit, or judgment.
3. The Concessionaire will properly handle its spills of hazardous substances. The Concessionaire will immediately notify the City of any spill that occurs on the Airport, as well as the action taken, while performing under this Agreement. The Concessionaire will forward copies of any written spill reports and reports regarding action taken to the City as soon as they are available.

- B. **Taxes**: The Concessionaire will obtain all necessary licenses, permits, pay all taxes and special assessments lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance.

- C. Disputes: In any dispute between the parties, the laws of the State of Alaska will govern and any lawsuit must be brought before the courts of the State of Alaska.
- D. Claims: Concessionaire will notify the City of any claim, demand, or lawsuit arising out of the rights granted to the Concessionaire under this Agreement. At the City's request, the Concessionaire will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this Agreement.

ARTICLE XVI: DEFENSE OR ENFORCEMENT OF AGREEMENT

The Concessionaire will pay all reasonable actual expenses, costs, and attorney fees the City may incur, with or without formal action, to enforce, defend, or protect this Agreement or the City's rights under this Agreement, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the Concessionaire, the Agreement, the premises, improvements, or property on the premises. The Concessionaire will make payment within 30 days of the date of each notice from the City of any amounts payable under this Article. Any amount not timely paid under this Article will constitute a default of the Agreement and will accrue interest from the date of the notice as provided in Article V of this Agreement.

ARTICLE XVII: INDEMNIFICATION AND INSURANCE

A. Indemnification

1. The Concessionaire will indemnify, defend, and hold the City, its agents, officers, and employees harmless from any liability, action, claim, suit, or loss for property damage or personal injury of whatever kind resulting from or arising out of any act or omission by the Concessionaire or the Concessionaire's agents, employees, or clients or arising from or connected with the Concessionaire's rights and privileges granted under this Agreement.
2. In any litigation brought by a third party against the City or the Concessionaire that specifically challenges the rights granted in Article III, the Concessionaire would assume the responsibility to defend the City and the Concessionaire unless the City elects to defend itself. The City will assist in the defense of the rights granted. The City is not required to indemnify the Concessionaire for any attorney fees the Concessionaire incurs to defend the City.

B. Insurance

1. The Concessionaire will, throughout the term of this Agreement and at its own expense, secure and keep in force adequate insurance, as stated below, to protect the City and the Concessionaire. Where specific limits are stated they are the minimum acceptable limits. If the Concessionaire's insurance policy contains higher limits, the City is entitled to coverage to the extent of the higher limits.
 - a. Comprehensive general liability insurance with coverage limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence where generally applicable, including in-Terminal operations, independent contractors, products, and completed operations, broad-form property damage, blanket contractual, and personal injury endorsements.
 - b. Worker's Compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045. The Concessionaire is responsible for Worker's Compensation insurance for any subcontractor who directly or indirectly provides services under this Agreement.
 - c. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 combined single limit per occurrence.
2. All insurance required by this Article must meet the following requirements:
 - a. For comprehensive general liability insurance, name the City additionally insured.
 - b. For worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City for payments made under the policy.
 - c. Provide the City notification at least 20 days before any termination, cancellation, or material change in insurance coverage.
 - d. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

C. Evidence of Insurance Coverage

1. The Concessionaire will 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.
2. Evidence of insurance coverage must be submitted to the City by **March 1, 2025**. The effective date of the insurance will be no later than **March 1, 2025**.

D. Obligation: The indemnification and insurance-coverage requirements stated in Sections A and B above do not relieve the Concessionaire of any other obligation under this Agreement.

E. Increase or Revision: The City may increase the amount or revise the type of required insurance on written demand without requiring amendment to this Agreement. The City will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, the Concessionaire will submit to the City evidence of insurance coverage that meets the requirements of the City.

ARTICLE XVIII: CANCELLATION BY CITY

A. Breach of Agreement

1. The City may cancel this Agreement and recover possession of the premises by giving the Concessionaire 30 days' advance written notice from the postmark date of the written notice if any of the following events occur and the breach is not cured within the above-specified 30 days:
 - a. The Concessionaire fails to pay when due any rent, fee, penalty, or other charge specified under this Agreement.
 - b. A check for any payment to the City is returned for insufficient funds.
 - c. The Concessionaire uses the premises for purposes not authorized under this Agreement.
 - d. A petition in bankruptcy is filed by or against the Concessionaire.
 - e. A court enters a judgment of insolvency against the Concessionaire.

- f. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
 - g. A lien is filed against the premises because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within 60 days.
 - h. The Concessionaire fails to operate the business authorized under this Agreement for a period of more than seven consecutive calendar days without the City's prior written approval.
 - i. The cessation or deterioration of any service for any period, which, in the determination of the City, materially and adversely affects the service the Concessionaire, is required to perform under this Agreement.
 - j. The Concessionaire fails to perform any provision or covenant under this Agreement.
2. In the case of a breach, which is not reasonably curable within 30 days, a cancellation notice under this Article may be stayed by the City if the Concessionaire begins and continues expeditious action to cure the breach within the 30-day notice period. The determination of "expeditious action" and "not reasonably curable" is at the City's sole discretion.
- B. City's Right of Reentry: As an additional remedy, on giving written notice of cancellation or termination, the City may reenter any part of the premises on the effective date of cancellation or termination without further notice of any kind, remove any persons or property, and regain and resume possession with or without the institution of summary or legal proceedings or otherwise. Any reentry, however, will not in any manner affect, alter, or diminish any obligation of the Concessionaire under this Agreement.
- C. Additional Rights of the City
1. On termination or cancellation of this Agreement or on reentry, the City may regain or resume possession of the premises, may occupy the premises, and may permit any person, firm, or corporation to enter on and use the premises. Others may occupy any part of the premises or the entire premises or a part of the premises together with other space for the time remaining under this Agreement, and on terms and conditions the same as or different than those set forth under this Agreement.

2. The City also has the right to repair or to make any structural or other change in the premises that is necessary, in the City's sole judgment, to maintain the suitability of the premises for the uses and purposes similar to those granted under this Agreement without affecting, altering, or diminishing the obligations of the Concessionaire under this Agreement. The City will charge, and the Concessionaire will pay to the City within 30 days of billing, the cost of these repairs.

D. Survival of Concessionaire's Obligations:

1. If the City cancels or terminates this Agreement, all of the Concessionaire's obligations under this Agreement will survive in full force for the entire term of this Agreement. Subject to the City's obligation to mitigate damages, the fees and charges become due and payable to the City to the same extent, at the same time, and in the same manner as if no termination or cancellation had occurred. The City may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.
2. The amount of damages for the time subsequent to termination or cancellation will be the sum of the following:
 - a. Title to all improvements as provided in Article IX, Section C of this Agreement.
 - b. The total monthly rental obligation that would have been paid by the Concessionaire during the balance of the Term of this Agreement if no termination or cancellation had occurred. However, the amount will be offset by any fees or charges received by the City from a succeeding concessionaire.

E. Waiver of Redemption and Damages

1. The Concessionaire waives any right of redemption granted by or under any present or future law or statute if the Concessionaire is dispossessed for any cause, or if the City obtains or retains possession of the premises in any lawful manner.
2. The Concessionaire acknowledges that if it is necessary for the City to gain possession of the premises, the total amount of damages to which the Concessionaire is entitled is the sum of ONE DOLLAR (\$1.00). The Concessionaire also acknowledges that this provision may be filed in any action as its stipulation fixing the amount of damages to which it is entitled.

F. Surrender of Possession

1. The Concessionaire will yield possession of the premises to the City on the date of the termination, cancellation, or normal expiration of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the City, reasonable use and wear-and-tear accepted.
2. The Concessionaire will be allowed a maximum of three calendar days after the effective date of the expiration of this Agreement to remove all of its personal property, equipment, furniture, trade fixtures, and Entertainment Devices from the premises and from the Terminal subject to the provisions of Article VIII, Section C of this Agreement. The Concessionaire and the City agree, as part of the consideration for this Agreement, that all property remaining on the premises after these three calendar days will become the sole property of the City, with full title vested in the City, and the City may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire will reimburse the City for any cost the City incurs in removing and disposing of the property.

ARTICLE XIX: CANCELLATION BY CONCESSIONAIRE

The Concessionaire may cancel this Agreement by mutual agreement of the City or giving the City advance written notice of ten (10) days if any of the following events occur:

- A. The permanent abandonment of the Airport by all passenger airlines or the removal of all passenger airline service from the Airport for a period of at least 90 consecutive days.
- B. The lawful assumption by the United States government, or its authorized agent, of the operation, control, or use of the Airport, or any substantial part of the Airport, that restricts the Concessionaire from operating its business under this Agreement for a period of at least 90 consecutive days.
- C. A court of competent jurisdiction issues an injunction that prevents or restrains the use of the Airport by all airlines provided the injunction remains in force for at least 90 consecutive days.

ARTICLE XX: CANCELLATION BY CONCESSIONAIRE

Subsequent Agreement Award: The Concessionaire acknowledges that on the expiration, cancellation, or termination of this Agreement, the City may award any subsequent concession agreement by any legal means then available to the City.

ARTICLE XXI: ASSIGNMENT OR SUBLETTING

- A. City's Consent: The Concessionaire will not assign this Agreement or any interest, and will not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, agents and employees of the Concessionaire excepted, to occupy or use the premises or any portion thereof without first obtaining the written consent from the City. A consent by the City to one assignment, subletting, occupancy, or use by another party will not be deemed to be a consent to any subsequent assignment, subletting, occupancy, or use by another person or entity. Any such assignment, subletting, occupancy, or use by another person or entity without such consent by the City will be void and will, at the option of the City, terminate this Agreement. This Agreement will not, nor will any interest, be assignable as to the interest of the Concessionaire by operation of law without the written consent of the City. The City agrees that it will not unreasonably withhold its consent required hereunder.
- B. Approval Process: The Concessionaire will submit to the City copies of any proposed assignment, encumbrance, or sublease bearing the original notarized signatures of all parties. All covenants and provisions in this Agreement extend to and bind the legal representatives, successors, and assigns of the parties.
- C. Merger, Consolidation, or Reorganization:
1. The City will not unreasonably withhold its consent to an assignment of this Agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all of the assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.
 2. For purposes of this Section, "control" of any corporation is deemed vested in the person or persons owning more than 50 percent of the voting power for electing the board of directors of the corporation.

ARTICLE XXII: GENERAL COVENANTS

- A. Execution by City: This Agreement is not effective until signed by the City Manager.
- B. Approval by City: The City may not unreasonably withhold any approval required under this Agreement.
- C. Notices: Any notice required under this Agreement must be hand delivered, sent by certified mail or by electronic transmission in such a way as to confirm receipt to the appropriate party, or delivered by a reliable overnight delivery service to the appropriate party at the address set forth on page one of this Agreement or to any other address that the parties subsequently designate in writing. All notice periods begin on the date the notice is mailed.
- D. Modification: The Concessionaire acknowledges that the City may make any modification to this Agreement necessary to meet the revised requirements of federal or City grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the City of Kenai is a party and may do so without formal amendment. However, a modification may neither reduce the rights or privileges granted the Concessionaire under this Agreement nor cause the Concessionaire financial loss.
- E. Interrelationship of Provisions: All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement. In the event of any irreconcilable conflict between the Agreement and the incorporated proposal of the Concessionaire, the provisions of Agreement will prevail. Each party will fully perform all provisions of this Agreement and the associated proposal documents.
- F. Validity of Parts: If any part of this Agreement is declared invalid by a court of competent jurisdiction, the remaining parts continue in full force.
- G. Radio Interference: At the City's request, the Concessionaire 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.
- H. Discrimination: The Concessionaire may 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 City law. The Concessionaire recognizes the right of the City to take any action necessary to enforce this covenant, including actions required by any federal or City law.

- I. Nondiscrimination: The Concessionaire will undertake a nondiscrimination program required by 14 CFR, Part 152, Subpart E, to ensure that no person will be excluded from participating in any employment activity covered by 14 CFR, Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex. The Concessionaire may not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Concessionaire further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake nondiscrimination programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.
- J. National Emergency: If the federal government declares a national emergency, the Concessionaire may not hold the City liable for its inability to perform any part of this Agreement resulting from the national emergency.
- K. Vacation: At the expiration, cancellation, or termination of this Agreement, the Concessionaire must promptly, peaceably, and quietly vacate the premises, remove all personal property, and return possession to the City. The premises must be left in a clean, neat, and presentable condition, except for reasonable wear and tear, to the satisfaction of the City.
- L. No Waiver: The City's failure to insist in any one or more instances on the strict performance by the Concessionaire of any provision in this Agreement is not a waiver nor relinquishment for the future, but the provision will continue in full force. A City waiver of any provision in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of the City.
- M. Disasters: If, in the determination of the City, a fire, flood, earthquake, or other disaster damages the Airport so extensively as to render it untenable, either party may elect to terminate this Agreement on 30 days' written notice to the other party. If this Agreement is terminated because of a disaster, the City will prorate the fees payable under this Agreement up to the time the Airport becomes untenable.
- N. Condemnation: If the Airport is condemned by any proper authority, this Agreement ends on the date the Concessionaire is required to leave the Airport. The City is entitled to all condemnation proceeds. However, the City will pay the Concessionaire the portion of proceeds attributable to the fair market value of any

improvements placed on the Airport by the Concessionaire, according to the provisions of the then-current Alaska Administrative Code.

- O. Liens: The Concessionaire will keep the premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Concessionaire on the premises, and hold the City harmless from liability for any liens, including costs and attorney fees. By this provision, the City does not recognize that it is in any way liable for any liens on the premises.
- P. Quiet Enjoyment: The City covenants that it has full, unencumbered title to the Airport; that it has the right and lawful authority to execute this Agreement; and that the Concessionaire will have, hold, and enjoy peaceful and uninterrupted use of the premises.
- Q. Captions: The captions of the Articles and Sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or Section. The use of the singular or plural form of words is intended to include the singular and plural, as appropriate.
- R. Proposal Documents: The Request for Proposals, the Notice Inviting Proposals, the General Instructions to Proposers, the Proposal Submittal Form, including the Specific Proposal Requirements, the Concessionaire's proposal, any addenda, and the required proposal deposit are parts of this Agreement, and each party will fully perform its obligations under all provisions of these documents.
- S. Entire Agreement: This Agreement, including any amendments and all items listed under Section R of this Article, constitutes the entire agreement between the parties. No modification or amendment of this Agreement is effective unless in writing and signed by both parties, except as Stated in section D. above.
- T. Force Majeure: Except for the payment of fees, neither the City nor the Concessionaire is in violation of this Agreement if it is prevented from performance by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of public enemy, act of superior governmental authority, weather condition, riot, rebellion, sabotage, or any other circumstance for which it is not responsible and which is beyond its control.
- U. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.
- V. Employee Parking: Restaurant employees may use non-exclusive employee vehicle parking facilities at no charge. All employees must register their vehicle(s) at the Airport Manager's office to receive a vehicle-parking permit to park while on

the job. Concessionaire shall be held accountable for Concessionaire's employees' use of designated vehicle parking facilities and shall assure that employees comply with all applicable Airport Directives.

- W. COSTS AND EXPENSES: Costs and expenses incidental to this lease, including but not limited to, recording costs shall be paid by Concessionaire.

IN WITNESS WHEREOF, the parties have set their hands the day and year stated in the acknowledgment below.

(If the Concessionaire is a partnership or joint venture, all general partners or members of the joint venture must sign; if the Concessionaire is a corporation, the signature of one authorized representative is sufficient unless the corporation requires two or more signatures.)

LESSOR:

CITY OF KENAI

Terry Eubank, City Manager

CONCESSIONAIRE:

Debbie's Food Services LLC

Debbie Adam, Owner

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, Debbie Adam, Owner/Manager of Debbie's Food Services LLC, 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 Corporation.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)ss
)

THIS IS TO CERTIFY that on this _____ day of _____, 2025, personally appeared before me, **Terry Eubank**, known to me and to me known to be the City Manager of the City of Kenai, Alaska, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed on behalf of the City of Kenai, for the uses and purposes set forth and with full authority of the City of Kenai to do so.

Notary Public in and for Alaska
My Commission expires: _____

Approved by Kenai City Council on _____

Approved as to lease form by City Attorney _____

Approved by Finance Director _____

Approved by City Manager _____



Certified Activity Report
Concession Gross Receipts

Concessionaire: _____ Month _____, _____ Year

	<u>% RATE</u>		<u>AMOUNT</u>
Total receipts for month \$ _____	X _____%	=	\$ _____

Sales tax (the lessor of 6% or \$30.00)		=	\$ _____
---	--	---	----------

Total Percentage Rent due:

\$ _____

(Due and payable on the 10th day of the calendar month succeeding the month for which the rental Installment is applicable.

Remit to: City of Kenai
210 Fidalgo Ave.
Kenai, AK 99611

Certification:

I hereby certify that the figures presented are true and correct.

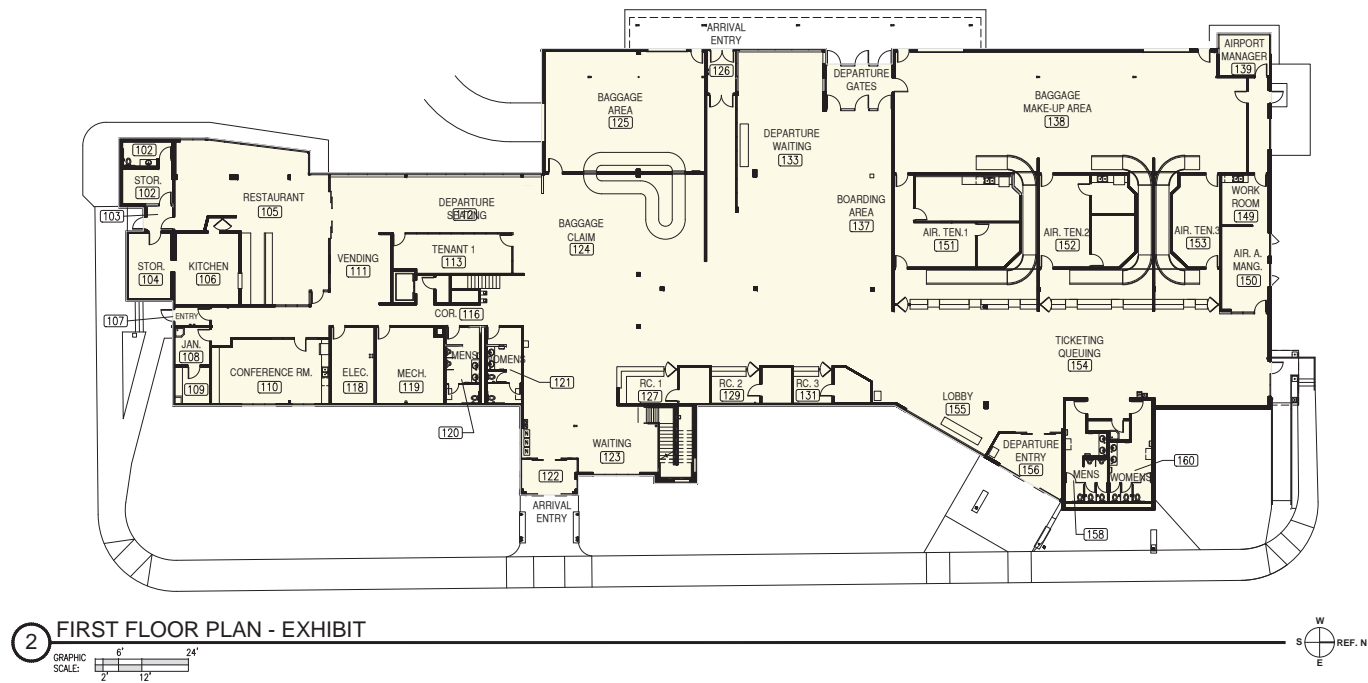
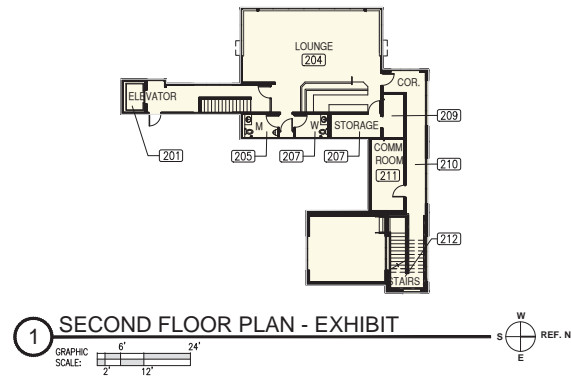
Business: _____

Address: _____

Signature: _____

Phone No.: _____

Copy of this report must also be submitted to the Airport Manager's office.



KENAI MUNICIPAL AIRPORT TERMINAL FLOOR PLAN - KENAI, ALASKA

DATE: 10.21.2019

KENAI MUNICIPAL RESTAURANT EQUIPMENT LIST

1.	Shelving, 5 tier:	10 each
	24" x 60"	2 each
	24" x 48"	1 each
	24" x 42"	1 each
	24" x 36"	2 each
	18" x 42"	5 each
	Posts, 86"	24 each
	"S" Clips	8 each
2.	Dish Counter with Hand Sink	1 each
3.	Trash Bin with Cover	1 each
4.	Soiled Dish Table	1 each
5.	Dishwasher	1 each
6.	Clean Dish Table	1 each
7.	Hot Water Booster	1 each
8.	Pot Sink, 3 Compartment, 91" long	1 each
9.	Wall mounted shelf, 2 tier	1 each
10.	Hood with Ansul Fire Suppression System	1 each
11.	Range, Gas	1 each
12.	Fryers with Space, Gas	2 each
13.	Work Station with Preparation Sink	1 each
14.	Salad/Sandwich Station, Refrigerated	1 each
15.	Double Over Shelf	1 each
16.	Freezer/Cooler Walk-In	1 each
17.	Can Opener	1 each
18.	Back Counter, Wood Fabrication	1 each
19.	Glass Filler/Sink	1 each
20.	Coffee and Hot Water Maker	1 each
21.	Service Counter, Wood Fabrication	1 each
22.	Slicer	1 each
23.	Worktable, Mobile	1 each
24.	Ticket Holder	1 each

The City estimates the cost of replacing these items to be in excess of \$92,000 at the expense to the City.

RESTAURANT SAFETY & MAINTENANCE LIST

Year _____

	GREASE TRAP Cleaning	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Every 1 wks (minimum) (Initial & Date cleaning)												
	EXTINGUISHERS												
2	Are automatic dry chemical extinguishing systems over ranges, grills, & fat fryers present?												
3	Do the automatic extinguishing systems have current inspections tags?												
4	Are the automatic temperature shut-offs on the fryer(s) operational?												
5	Are the exhaust filter(s) cleaned at least once a week?												
6	Are exhaust systems(s) cleaned Tri- annually by a qualified contractor?												
7	Are fire extinguishers properly wall-mounted?												
8	Is there at least 3 feet of clearance around the portable fire extinguishers?												
	SPRINKLER SYSTEMS												
9	At least 18 inches of clearance between the sprinkler heads and any stored materials?												
	FIRE SAFETY												
10	Are combustibles stored at least 30 ft. from any heat source?												
11	Are all exits unlocked during business hours?												
12	Are all exits marked, illuminated, and clear of obstructions?												
13	Are non-exits identified?												
14	Are floors free of grease?												

Signed by: _____ Owner/ Operator

Date: _____

1. Experience and Qualifications

a. Food and Beverage Industry Experience

Debbie's Bistro has been operating in Soldotna since April 2024. We started by offering deli-style sandwiches served on 7 inch waffles cut in half, and have expanded our menu to include waffle pizzas, salads, and soups. We also serve coffee, espresso drinks, and tea, as well as a selection of baked goods. We've taken care to design our menu to utilize as many common ingredients as possible to control costs and reduce waste. Also, as one of the only dedicated gluten-free restaurants in the region, we can easily accommodate diners (travelers and local residents) who must avoid gluten. We also accommodate other diet restricted diners with dairy and egg-free options. We also do special orders for baked goods.

We have established relationships with Boar's Head for high-quality meats and cheeses as well as a local roaster for our coffee. While we are still fairly new we have received good community response and have acquired a number of regular local customers which continues to grow.

During the summer we received a large amount of tourist traffic and learned to optimize our operations to deal with sudden rushes in demand. We are looking for a space that will give us more traffic, particularly in the winter, as well as a larger and more fully-equipped kitchen so that we can expand our menu offerings. Most items on our menu can be prepared quickly, which will be highly relevant in an airport setting.

2. Management and Operations Plan

a. Key Personnel

- Debbie Adam – owner of Debbie's Bistro and also the manager. Debbie has designed the menu, created recipes for waffles and baked goods, and has worked in every aspect of the business. She is a current Certified Food Protection Manager (CFPM) and will be directly involved in daily operations.

- James Adam – Provides support in administrative and technical areas. He has general management experience and holds an MBA. Also has been providing additional labor during peak hours. James plans to get his CFPM certification as well so he can be a suitable backup manager if Debbie is unavailable for an extended time.

- Staff – If selected, Debbie's Bistro will hire sufficient kitchen and customer service staff. We would anticipate hiring at least 4 staff initially and scaling as needed. Debbie will be conducting most of the training for new staff.

b. Days and Hours of operation.

Debbie's Bistro proposes operating from **8:00 AM to 6:00 PM Monday-Saturday and 11:00AM to 2:00PM on Sunday**, with reduced staffing during slower hours and full staffing during peak hours. During reduced hours, coffee, beverages, grab-and-go options and limited menu items will remain available to ensure continuous service.

Monday-Saturday: 8am-6pm

Sunday: 11am - 2pm

These are our initial proposed hours - we would strive to remain flexible by shifting hours based on airport traffic patterns and/or seasonal demand if appropriate.

c. Proposed Menu

- Coffee & Espresso drinks (\$2-\$7)
- Waffle Sandwiches (\$8-\$18)
- Waffle Pizza (\$11-\$15)
- Salads (\$9-\$12)
- Soup (\$8)
- Baked goods (\$3-\$6)
- Seasonal items (e.g., holiday-themed baked goods or dishes that incorporate seasonal produce)

The full menu for our current location is attached. We would plan to expand our offerings with access to a more fully equipped kitchen, and prices may change depending on costs associated with operating in the airport.

d. Services

Debbie's Bistro will meet the needs of airport customers by offering:

1. **On-Premises Dining:** Comfortable seating with quick service for patrons who wish to enjoy their meals onsite. We plan to adopt a counter-service model (rather than table service) to keep staffing requirements low and make fulfilling orders more efficient.
2. **Carry-Out Orders:** Efficient processing for takeout orders, including an optional pre-order system (website) to reduce wait times.
3. **Special Orders:** Special orders for gluten-free baked goods (cakes, etc).
4. **Speed and Convenience:** Most of the items on our menu can be prepared quickly. Orders will be prepared in 5-20 minutes using an optimized kitchen layout and workflow.
5. **Customer-Centric Service:** Staff will be trained to address dietary restrictions, recommend menu items, and maintain a clean, inviting environment. We also plan to have guest Wi-Fi available.



Debbie's Bistro

A dedicated Gluten-Free eatery

Waffle Sandwiches

Breakfast Sausage - \$12.99

Sausage, spinach, pepperjack

BST - \$12.99

Bacon, spinach, tomato, cheddar

Ultimate Breakfast - \$14.99

Sausage, bacon, spinach, pepperjack

BBQ Chicken - \$13.99

BBQ Sauce, spinach, provolone

Ham Club - \$13.99

Tomato, Spinach, Swiss, Mustard

Greek Turkey - \$13.99

Spinach, tomato, cucumber, tzatziki

Turkey Cranberry - \$15.99

Cranberry Sauce and spinach on focaccia waffle

Pastrami - \$14.99

Provolone, spinach, tomato, hummus

Spicy Roast Beef - \$14.99

Spinach, tomato, pepperjack, spicy mayo

Mediterranean Veggie - \$10.99

Spinach, tomato, cucumber, hummus

PB & J - \$8.99

Peanut Butter and Strawberry Jam

Waffle Cheese melt - \$10.99

A combination of all our cheeses

Waffle Pizza

Pizza Bianca - \$10.99

Olive oil, tomato, spinach, cheese, seasoning

BBQ Chicken Pizza - \$14.99

Waffle pizza with BBQ Chicken and Bacon

Soup & Salad

House Salad - \$8.99

Spinach, cucumber, tomato, and dressing

BBQ Chicken Salad - \$12.99

Spinach salad with BBQ Chicken and bacon

Soup of the Day - \$7.99

Served with quarter focaccia waffle

Waffle Treats

Just a Waffle - \$7.99

Served with maple syrup and whipped cream. Fruit optional

Chocolate Banana Sandwich - \$8.99

Waffle with Dark Chocolate Hummus and banana

Note: Our waffles are Vegan - no dairy, egg, or soy *contains almonds and coconut

44539 Sterling Hwy Ste 100, Soldotna AK 99669

Phone: 907-252-9183



Debbie's Bistro

A dedicated Gluten-Free eatery

Coffee & Tea

	8oz	12oz	16oz	20oz
Brewed Coffee	\$2.75	\$3.25	\$3.75	\$4.25
Americano	\$2.75	\$3.25	\$3.75	\$4.25
Latte (available Iced)	\$3.75	\$4.25	\$5.00	\$5.75
Cappuccino	\$3.75	\$4.25	\$5.00	\$5.75
Mocha & White Mocha (available Iced)	\$4.25	\$4.75	\$5.25	\$6.00
Pumpkin Spice Latte (available Iced)	\$4.25	\$4.75	\$5.25	\$6.00
Red Eye	\$3.75	\$4.25	\$5.75	\$6.25
Tea	\$2.25	\$2.50	\$3.00	\$3.25
Chai tea latte (available Iced)	\$4.00	\$4.75	\$5.25	\$5.75
Hot chocolate	\$2.75	\$3.50	\$4.25	\$4.75

	Single	Double	Triple	Quad
Espresso single & double	\$2.00	\$3.00	\$4.00	\$5.00
Macchiato single & double	\$2.50	\$3.50	\$4.50	\$5.50

*Oat, 1% or almond milk available on request

*Whipped Cream available!

Syrups \$0.50

Caramel, cinnamon, chocolate, coconut, hazelnut, french vanilla, macadamia nut, peppermint, toasted marshmallow

Cold Beverages

Bottled Water \$1.00

Pepsi / Diet Pepsi \$2.00

Sparkling Apple Juice \$2.50

La Croix Sparkling Water \$2.25

44539 Sterling Hwy Ste 100, Soldotna AK 99669

Phone: 907-252-9183



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-02**

A RESOLUTION AUTHORIZING A BUDGET TRANSFER IN THE MUNICIPAL ROADWAY IMPROVEMENTS CAPITAL PROJECT FUND OF REMAINING BALANCES FROM COMPLETED PROJECTS TO A NEW PROJECT FOR CITY DOCK FLOAT REPLACEMENT AND CONCRETE RAMP REPAIRS.

WHEREAS, the City accepted a State Grant in 2014 for \$1,900,000 for the purpose of designing and constructing a new roadway for access to the South Beach; and,

WHEREAS, upon completion, funds were redirected to install new vault restrooms at North and South Beach, replace an access shack and construct a bypass lane on South Spruce Street; permanent bathrooms at the Little League ball fields; and,

WHEREAS, the new vault restrooms at North and South Beach, the access shack and bypass lane projects were completed; and,

WHEREAS, \$355,700.84 in funds remain; and,

WHEREAS, the remaining funds are insufficient to complete the permanent bathrooms at the Little League ball fields; and,

WHEREAS, during the 2024 Alaska Legislature grant language was amended to include the City Dock facility; and,

WHEREAS, redirecting previously appropriated funds from the completed projects and the Little League ball fields restrooms to procure new floats for the dock and replace portions of the concrete boat is in the best interest of the City.

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

Section 1. That the following budget transfer be authorized;

Municipal Roadway Fund:

Decrease Expenditures:

Kenai River South Beach Dip Net Access Capital Project	\$188,173.06
Vault Restrooms Capital Project	17,107.20
Little League Permanent Bathrooms Capital Project	125,000.00
South Spruce Street Bypass Lane Capital Project	<u>25,420.58</u>
	<u>\$355,700.84</u>

Increase Expenditures:

City Dock Float Replacement and Concrete Ramp Repairs	<u>\$355,700.84</u>
---	---------------------

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:

A handwritten signature in blue ink, appearing to be 'DS', is written over a horizontal line.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Dave Swarner, Finance Director

FROM: Lee Frey, Public Works Director

DATE: January 2, 2025

SUBJECT: **Resolution No. 2025-02 - Authorizing a Budget Transfer in the Municipal Roadway Improvements Capital Project Fund of Remaining Balances from Completed Projects to a New Project for City Dock Float Replacement and Concrete Ramp Repairs.**

In 2014 the City accepted a State Grant for \$1,900,000 through Ordinance No. 2771-2014 for the purpose of designing and constructing a new roadway for access to the South Beach. This project was completed and funds were redirected to install new vault restrooms at North and South Beach, replace an access shack, construct a bypass lane on South Spruce Street and permanent bathrooms at the Little League ball fields. The vault restrooms at North and South Beach, the access shack and the bypass lane projects were completed and \$355,700.84 remains in the project accounts. The remaining amount is insufficient to complete the permanent bathrooms at the Little League ball fields.

With the assistance of Senator Bjorkman and Representative Ruffridge, the 2024 Alaska Legislature amended the grant language to include the City Dock facility. Public Works proposes using these funds to procure new floats for the dock and to use the remainder to replace portions of the concrete boat ramp. We request redirection of the remaining \$355,700.84 from the Kenai River South Beach Dip Net Access, Vault Restrooms, Little League Permanent Bathrooms, and South Spruce Street Bypass Lane projects to a new project to replace floats and perform concrete ramp repairs at the City Dock.

Your support is respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-03**

A RESOLUTION AMENDING THE AUTHORIZED STAFFING TABLE BY ADDING A PART-TIME ADMINISTRATIVE ASSISTANT I POSITION TO THE POLICE DEPARTMENT.

WHEREAS, Ordinance 3418-2024 adopted the annual budget, salary schedule, employee classification plan and staffing table for the fiscal year commencing July 1, 2024 and ending June 30, 2025; and,

WHEREAS, KMC 23.20.020 allows for amendment to the employee classification plan by adoption of the annual budget ordinance or by resolution; and,

WHEREAS, the annual budget includes current authorized staffing for a full-time Administrative Assistant III who serves at the Evidence Custodian in the Police Department; and,

WHEREAS, the responsibilities of the Administrative Assistant III have increased with the management of digital evidence, resulting in the need for additional support to maintain operational efficiency and compliance with evidence management standards; and,

WHEREAS, adding an additional part-time Administrative Assistant I will improve efficiency and operational compliance; and,

WHEREAS, a position description was created for the Administrative Assistant I, assigned at a range 13 in the City's classification plan; and,

WHEREAS, the addition of a part-time Administrative Assistant I will not result in an increase to the current FY25 budget due to staffing vacancies; and,

WHEREAS, if this staffing allocation were approved through the FY26 budget process, it would result in an estimated increase of \$21,045 in the Police Department salaries budget beginning in FY26 and beyond; and,

WHEREAS, changes in staffing traditionally occur during the annual budget process, but because of current vacancies and the increased workload, the request is begin brought forward at this time; and,

WHEREAS, this amendment ensures the Police Department will be sufficiently staffed to meet the needs of the department and is in the best interests of the City.

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

Section 1. The Council amends the Authorized Personnel Staffing Table by adding the part-time Administrative Assistant I to the Police Department as follows:

Police Department	FTE
Police Chief	1.0
Police Lieutenant	1.0
Police Sergeant	3.0
Police Officer, Senior	5.0
Police Officer	8.0

Temporary Enforcement Officer	0.6
Administrative Assistant III	1.0
<u>Administrative Assistant I</u>	<u>0.3</u>
Janitor	0.3

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

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

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: January 3, 2025

SUBJECT: **Resolution 2025-03 – Amend the Authorized Staffing Table by Adding a Part-Time Administrative Assistant I position to the Police Department.**

This Resolution requests that the City Council authorize an additional administrative assistant in the Police Department. The requested position would be a part-time, 14 hour per week, position. The position would be an Administrative Assistant I, which already exists in the City's approved Classification Plan.

The Police Department has one full-time Administrative Assistant III, and the role of that individual is to act as the Department's Evidence Custodian in addition to other administrative tasks. I am only aware of the Department having a single Administrative Assistant, going back over 20 years.

The role of the Police Department's Administrative Assistant has drastically changed over the years to managing large amounts of digital evidence that did not previously exist in the same manner it does today. For instance, the management of digital in-car videos and officer body camera footage are both very time-consuming tasks. These items regularly have to be downloaded and uploaded to various systems to be used throughout the criminal justice process. This management of large amounts of digital evidence has been a growing problem that has taxed the capacity of the current position to the point where one person is unable to keep up with the responsibilities of the job.

While this has been a growing problem that I would have sought to address during the budget cycle, we have seen significant new work load added to this position during this current fiscal year. The additional work load is caused by changes in the way the State Department of Law expects the transfer of evidence from our Department, and all Departments Statewide. They too have been greatly impacted by proliferation of digital media and the transfers of that data and have sought to standardize. Unfortunately for us, that standardization had led to significantly increased work load.

The primary role of the new position would be to focus on digital records management and transfer, and secondarily all other backup evidence functions for the current Administrative Assistant. The Finance Department has estimated the cost of this position for the remainder of the current fiscal year (Approx. 19 weeks) to be about \$7,500. Due to Officer vacancies in the Police Department no additional funds would need to be appropriated in order to fund this position in FY25. In FY26 the position is anticipated to cost \$21,045.

Your consideration is appreciated.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-04**

A RESOLUTION ADOPTING GOALS TO GUIDE THE PREPARATION OF THE FISCAL YEAR 2026 ANNUAL BUDGET.

WHEREAS, at the Fiscal Year 2026 Budgetary Goals Work Session on December 4, 2024 the Council discussed and accepted public comment on goals and objectives to guide the City's fiscal year 2026 budget development; and,

WHEREAS, the adoption of budget goals helps to ensure the budget is prepared in a manner which meets the needs and desires of the community and is consistent with the desires of the Council; and,

WHEREAS, the Council has discussed and collectively adopted the Broad Statement of Purpose and Goals for the preparation of the Fiscal Year 2026 City of Kenai Budget as provided below; and,

WHEREAS, the City Manager will utilize the adopted Broad Statement of Purpose and Goals to guide the creation of the City's Draft Budget which will be submitted to the Council for consideration and adoption.

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

Section 1. The Council adopts the following Fiscal Year 2026 Budget Goals and Broad Statement of Purpose:

Broad Statement of Purpose

The goal of the City is to prepare and adopt a fiscally responsible budget that meets the needs and priorities of the community it serves. A fiscally responsible budget ensures revenues, taxes, and fees are sufficient but not excessive to fund current operations and contribute to the long-term maintenance of City infrastructure used to provide services. Meeting the needs and priorities of the community means prioritizing essential services while being mindful that non-essential services such as parks, recreation, arts, library, and senior services have significant importance in creating a vibrant, well-balanced community in which individuals desire to live and businesses seek to locate. Council's adoption of these goals is intended to guide the Administration through its preparation of the FY2026 annual budget.

Specific Goals

1. The goal is to avoid a tax increase while meeting the City's operational and long-term financial obligations. Prepare a budget for consideration that prioritizes maintaining the City's current mill and sales tax rates while allowing for flexibility to adjust rates only if necessary to ensure fiscal stability and compliance with the General Fund, Fund Balance Policy codified in KMC 7.25.
2. Complete a review of the City's salary schedule and pay plan. Ensure the plan offers competitive compensation comparable to other public employers, enabling the City to recruit and retain competent employees while safeguarding critical services and infrastructure support. Incorporate a salary increase not to exceed inflation, as measured by the 2024 Alaska Consumer Price Index, second half over second half, if necessary to maintain competitive compensation with other public employers.

3. Complete a review of the City's health, dental, and life insurance benefits to ensure they remain sustainable while maintaining the same quality of coverage. Ensure the insurance provides adequate benefits that are comparable to those offered by other public employers. Ensure employee costs for these benefits are comparable with those of other public employers, and if the comparison shows that an increase in the employee cost share is warranted, limit the increase to no more than 1% of the total program costs. For FY2026, this would result in an employee cost share of no more than 14% of the program's total costs.
4. Seek opportunities to achieve cost savings and efficiencies while maintaining operational effectiveness and service quality, through a transparent budget development process. This process will include performance measures and a thorough review of past expenditures, future needs, and priorities to ensure informed decision-making and responsible resource allocation.
5. Compile a list of capital projects, which are projects that cost \$35,000 or more, for Council adoption and ensure that the minimum investment in maintaining City infrastructure over time equals the depreciation, an accounting process by which the cost of an asset is spread over its useful life, recorded annually on City capital assets and infrastructure. The City's FY2024 depreciation by fund and function were:

General Fund:

General Government	\$ 105,679
Public Safety	271,787
Public Works	839,780
Parks, Recreation & Culture	346,213
Social Welfare Services	<u>68,189</u>
	\$1,631,648

Airport Fund:

\$2,314,695

Water & Sewer Fund

1,004,227

Total All Funds

\$4,950,570

6. Adjust rates, charges, and fees across all funds in line with inflation, as measured by the Annual Alaska Consumer Price Index for All Urban Consumers. Any increase in the monthly rents at Vintage Pointe for existing tenants as of June 30, 2025, shall be capped at no more than \$50.00 per month.
7. Project ending fund balance/retained earnings of at least 50% of the FY2025 budgeted expenditures net of any projected lapse for the Airport, Water & Sewer, Personal Use Fishery, and Congregate Housing Funds. Ensure any use of fund balance is for one-time or capital purchases and not for reoccurring expenditures/expenses so that the ending fund balance for each fund is not less than:

Airport Fund	\$1,842,073
Water & Sewer Fund	1,562,025
Personal Use Fishery Fund	268,898
Congregate Housing Fund	321,263

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance





KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: January 10, 2025

SUBJECT: **Resolution 2025-04 – FY2026 Council Budget Goals**

Resolution 2025-04 will formally establish Council's goals for the City's FY2026 Budget. The adopted goals are intended to guide the City Manager in his preparation of the budget which is scheduled to be provided to Council in April for its consideration and adoption prior to the June 10th deadline established in KMC 7.25.010(g).

The establishment of goals by the City Council early in the budget process is considered a best practice, one the administration believes should be incorporated into the City's budget process, as it provides guidance to the City Manager in his compilation of his draft budget and it provides greater transparency to the process. The preparation of the FY2026 City Budget will be challenging, City revenues continue to increase but at a slower pace than the City's expenditures. Sales tax revenue is continuing to increase in an upward trend but it is not meeting the 1.5% rate of increase that was budgeted for FY2025. Council's establishment of specific, measurable, attainable, relevant and time based (SMART) goals will increase the likelihood of a smooth and successful budget process in FY2026 and future years.

These goals were discussed and public testimony was heard at a work session held on December 4th. Your support for adoption is respectfully requested.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Alex Douthit, Council Member

DATE: January 10, 2025

SUBJECT: **Proposed Amendment to Resolution 2025-04 – FY2026 Council Budget Goals**

The City, recognizing the importance of community groups and/or organizations that provide benefits for residents, has provided financial support for the operations and projects of these groups and organizations. To improve the transparency and accountability in granting and the use of community funds, I propose the addition of a FY2026 Budget Goal for the formalization and adoption of a policy regarding issuing and administering operating and capital grants to community organizations.

Proposed Goal 8

The City Manager in coordination with the City Clerk will develop and propose for Council's consideration and adoption, a policy to be utilized for the issuance and administration of operating and capital grants to community groups and/or organizations that provide benefits to City residents.

Your consideration and support are respectfully requested.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-05**

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO SUPPLY MICROSOFT ENTERPRISE AGREEMENTS.

WHEREAS, an Invitation to Bid was released on November 25, 2024 with bids due on December 19, 2024 for the 2025 Microsoft Enterprise Agreements; and,

WHEREAS, two bids were received

<u>Vendor</u>	<u>Bid Price</u>
Zones, LLC	\$33,375.92
Insight Public Sector, Inc.	\$36,438.23; and,

WHEREAS, Zones, LLC was the lowest bid at \$33,375.92 annual cost; and,

WHEREAS, the agreement will be for a three-year term; and,

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

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

Section 1. That the City Manager is authorized to execute a contract with Zones, LLC the amount of \$33,375.92 annually for a three-year term for Microsoft Enterprise Agreements.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: January 7, 2025

SUBJECT: **Resolution No. 2025-05 - Authorizing a Contract Award to Supply Microsoft Enterprise Agreements**

This memo requests Council's approval to award a contract to supply Microsoft Enterprise Agreements for the City for a three-year term to Zones, LLC. The agreements were released for bidding and two bids were received. Bids received are as follows:

<u>Vendor</u>	<u>Bid Price</u>
Zones, LLC	\$33,375.92
Insight Public Sector, Inc.	\$36,438.23

Zones, LLC was the low bidder with a total annual cost of \$33,375.92.

Microsoft provides enterprise agreements to large organizations to streamline the licensing process. These agreements include the latest versions of software, support services and ability to add licenses as needed.

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



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2025-06**

A RESOLUTION ADOPTING THE CITY'S CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2026-2030.

WHEREAS, City Council held a Joint Work Session on December 18, 2024 where the draft Capital Improvement Plan was reviewed and discussed; and,

WHEREAS, the Capital Improvement Plan included with this Resolution is inclusive of the comments and discussion from the Joint Work Session; and,

WHEREAS, the Airport Commission, Harbor Commission, Planning & Zoning Commission, Parks & Recreation Commission, Beautification Committee and Council on Aging have expressed their support of the Plan to Council; and,

WHEREAS, the Administration supports and recommends adoption of the plan; and,

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

WHEREAS, the Capital Improvement Plan is adjusted annually to meet the ongoing needs of the City.

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

Section 1. Council adopts the City of Kenai Capital Improvement Plan for Fiscal Years 2026-2030.

Section 2. Council authorizes the Administration to pursue grant opportunities in support of the Capital Improvement Plan and to submit projects through CAPSIS, the Legislative Finance Capital Project Submission and Information System.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Lee Frey, Public Works Director

DATE: January 7, 2025

SUBJECT: **Resolution No. 2025-06 - Capital Improvement Plan FY2026-2030 Adoption**

This memo requests adoption of the Fiscal Year 2026-2030 Capital Improvement Plan. The Plan is a collective effort with input received from staff, commissions, committees, and the community. Projects were provided by Department Heads, brought forth for discussion at the City's various commission and committee meetings and reviewed at the City Council's Joint Work Session on December 18, 2024.

Modifications of note from the version presented at the Joint Work Session are to the Airport Fund. The terminal parking lot project has been removed. The Runway 02L/20R was added to FY26 with the grant funds expected to be received this fiscal year. Lastly the Taxiway project was phased over two years to recognize local funds needed upfront to proceed with design work.

Thank you to all the staff, Council members and Committee members that participated in the development of this document.



CAPITAL IMPROVEMENT PLAN



FISCAL YEARS 2026 – 2030

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

TERRY EUBANK
CITY MANAGER
TEUBANK@KENAI.CITY
907-283-8223

LEE FREY
PUBLIC WORKS DIRECTOR
LFREY@KENAI.CITY
907-283-8236

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APPENDIX A – CAPITAL PROJECT SCHEDULE

(INCLUDES PREVIOUSLY FUNDED PROJECTS AND FY26 PROPOSED PROJECTS)

INTRODUCTION

The Public Works Department develops the City of Kenai's Five-Year Capital Improvement Plan (CIP) in coordination with other City departments, Administration, Boards, Commissions, and the City Council for the purpose of long-range capital improvement planning and budgeting. A capital improvement project is typically a one-time expenditure in excess of \$35,000 that has a useful life exceeding one year or is a major project for long-range planning or development. Projects included in the plan are generally current needs or anticipated future needs for items nearing the end of their useful life.

The CIP is divided into six parts based on the City Fund from which the project would be funded. These include the Airport Fund, General Fund, Water & Sewer Fund, Senior Citizens Fund, Congregate Housing Enterprise Fund, and Personal Use Fishery Fund. Projects are not listed in priority order for each Fund by fiscal year. Active projects funded in prior years are not included in the plan unless additional capital funding is needed to fund another phase of the project.

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

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AIRPORT FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
1	Rehabilitate RW 02L/20R - Construction	\$25,330,100	\$25,115,000	\$215,100
2	Rehabilitate TW A/B/C/D/E/K/L/M - Design	\$650,000		\$650,000
3	Animal Control Building Roof Replacement	\$400,000		\$400,000
	Totals	\$26,380,100	\$25,115,000	\$1,265,100

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
4	Rehabilitate TW A/B/C/D/E/K/L/M - Construction	\$19,952,100	\$19,314,500	\$637,600
5	Float Basin TW Sierra w/Access Control & Lighting	\$10,287,000	\$9,644,100	\$642,900
6	Airport Apron & Willow St Extension	\$7,448,000	\$6,982,500	\$465,500
	Totals	\$37,687,100	\$35,941,100	\$1,746,000

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
7	ARFF Building Roof Replacement - Design	\$100,000		\$100,000
	Totals	\$100,000		\$100,000

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
8	ARFF Building Roof Replacement - Construction	\$900,000	\$500,000	\$400,000
	Totals	\$900,000	\$500,000	\$400,000

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
9	Rehabilitate TW F/J & GA Apron	\$25,528,900	\$23,933,300	\$1,595,600
10	Rehabilitate TW G/H/J & City Apron	\$5,910,500	\$5,541,100	\$369,400
	Totals	\$31,439,400	\$29,474,400	\$1,965,000

		Total Project Cost	Grant Funding	City Funding
	Airport FY2026-2030 Grand Totals	\$96,506,600	\$91,030,500	\$5,476,100

AIRPORT FUND PROJECTS

REHABILITATE RUNWAY 2L/20R - CONSTRUCTION

Department: Airport
 Total Project Cost: \$25,330,100
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Increase



YEAR:	2026	2027	2028	2029	2030
COST:	\$25,330,100				

Details: This project will rehabilitate Kenai Municipal Airport's primary Runway 2L/20R to current standards. The work will involve milling of the existing runway surface and placement of new asphalt surfaces along the 7,855 lineal feet in length by 150 lineal feet in width runway. Project will be bid to receive full grant funding for construction this fiscal year. The City has forward funded the design effort to date and local funds are anticipated to meet match requirements.

REHAB TW A/B/C/D/E/K/L/M

Department: Airport
 Total Project Cost: \$20,602,100
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Increase



YEAR:	2026	2027	2028	2029	2030
COST:	\$650,000	\$19,952,100			

Details: This project will rehabilitate runway taxiways A, B, C, D, E, K, L, and M to current standards. The work will involve milling the existing taxiways and placing new asphalt surfaces, markings, and lighting. HDL Engineering continues to develop design documents in coordination with the Runway Rehab work. These documents will be completed in advance of the 2026 grant season as coordinated with the Federal Aviation Administration. The City has forward-funded the design effort to date.

AIRPORT FUND PROJECTS

ANIMAL CONTROL BUILDING ROOF REPLACEMENT

Department: Airport
 Total Project Cost: \$400,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): Airport Fund
 Potential Grant Identified: None
 Operating Budget Impact: Increase

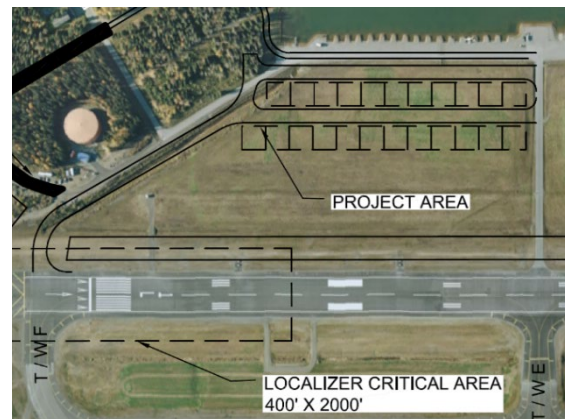


YEAR:	2026	2027	2028	2029	2030
COST:	\$400,000				

Details: This project will replace the failing inverted roof membrane assembly on the Animal Control Building with a new EPDM roof system.

FLOAT BASIN TW SIERRA W/ACCESS CONTROL & LIGHTING

Department: Airport
 Total Project Cost: \$10,287,000
 Project Phased: No
 Project Type: Infrastructure / Technology
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Increase



YEAR:	2026	2027	2028	2029	2030
COST:		\$10,287,000			

Details: The development of the Kenai Municipal Airport (ENA) Seaplane Base (SPB) is critical to the growth of the airport. The SPB is fundamental to de-conflicting General Aviation (GA) operations and Commercial Aircraft Operations. It allows for the continued development of GA to the west and frees up prime commercial aviation property on the east side of the airport and South Airpark. The project will establish the foundation for the continued growth of the SPB by appropriately connecting the SPB to the main runway and making several plots available for hangar, tie-down, and other GA services development.

AIRPORT FUND PROJECTS

EA / DESIGN / CONSTRUCTION APRON & WILLOW ST. EXTENSION

Department: Airport
 Total Project Cost: \$7,448,000
 Project Phased: No
 Project Type: Land Improvement / Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: Increase



YEAR:	2026	2027	2028	2029	2030
COST:		\$7,448,000			

Details: This project would extend the apron taxiway 600 feet for lease lots and N. Willow St. extension (road and utilities) and provide for lease lot development (five acres).

EA / DESIGN / CONSTRUCTION ARFF BUILDING ROOF REPLACEMENT

Department: Airport
 Total Project Cost: \$1,000,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: None



YEAR:	2026	2027	2028	2029	2030
COST:			\$100,000	\$900,000	

Details: The Kenai Municipal Airport's Aircraft Rescue Fire Fighting Operations Facility at 515 N. Willow St. finished construction in 2001. The facility's EPDM roof system, encompassing approximately 19,637 square feet, will be reaching the end of its intended useful life. This project will provide design documents for a complete roof replacement. Design documents will be prepared in FY2028, and construction is scheduled to take place in FY2029.

AIRPORT FUND PROJECTS

REHABILITATE TW F/J & GA APRON

Department: Airport
 Total Project Cost: \$25,528,900
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: None



YEAR:	2026	2027	2028	2029	2030
COST:					\$25,528,900

Details: These sections of asphalt are anticipated to need replacement by the year 2030. The Edges and lighting of these areas are nearing the end of their useful life and are expected to be replaced as part of this project.

REHABILITATE TAXIWAYS G/H/J AND CITY APRON

Department: Airport
 Total Project Cost: \$5,910,500
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): Grant / Airport Fund
 Potential Grant Identified: Federal Aviation Administration
 Operating Budget Impact: None



YEAR:	2026	2027	2028	2029	2030
COST:					\$5,910,500

Details: These sections of asphalt are anticipated to need replacement by the year 2030. Taxiway J and the City Apron are already in poor condition. The Edges and lighting of these areas are nearing the end of their useful life and are expected to be replaced as part of this project.

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GENERAL FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
1	Wildwood Drive Rehabilitation	\$1,480,000	\$1,200,000	Note 1
2	Aliak Stormwater and Paving Repair – Construction	\$600,000	See Note 2	\$600,000
3	Streets Condition Assessment	\$100,000		\$100,000
4	GIS Stormwater, Lighting, and Road Mapping Improvements	\$50,000		\$50,000
5	Downtown Asphalt Crack Sealing	\$200,000	See Note 2	\$200,000
6	Road Improvements and Repairs	\$1,150,000	\$1,000,000	\$150,000
7	Parking Lot Sealcoating and Repairs	\$300,000		\$300,000
8	Flight Services RTU Replacements	\$400,000		\$400,000
9	Beaver Creek Pavilion Replacement	\$50,000		\$50,000
10	Tractor Replacement	\$70,000		\$70,000
11	City Hall Improvements – Design	\$75,000		\$75,000
	Totals	\$4,475,000	\$2,200,000	\$1,995,000

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
12	Old Town Park Reconstruction	\$1,635,000	\$1,000,000	\$635,000
13	Gymnasium Drop Curtain Addition	\$40,000		\$40,000
14	City Hall Improvements – Construction	\$800,000	\$640,000	\$160,000
15	Gravel Road Improvements	\$200,000		\$200,000
16	Stormwater Improvements	\$240,000		\$240,000
17	Asphalt Roadway Improvements Phase I – Design	\$150,000		\$150,000
	Totals	\$3,065,000	\$1,640,000	\$1,425,000

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
18	Asphalt Roadway Improvements Phase I – Construction	\$1,500,000	\$1,350,000	\$150,000
19	Asphalt Roadway Improvements Phase II – Design	\$150,000	See Note 3	\$150,000
20	Relocation of Parks & Rec to Daubenspeck – Design	\$150,000		\$150,000
21	Multipurpose Facility Roof Replacement – Design	\$75,000		\$75,000
	Totals	\$1,875,000	\$1,350,000	\$525,000

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
22	Relocation of Parks & Rec to Daubenspeck – Construction	\$3,000,000	\$2,400,000	\$600,000
23	Multipurpose Facility Roof – Construction	\$850,000	\$680,000	\$170,000
24	Asphalt Roadway Improvements Phase II – Construction	\$1,500,000	\$1,350,000	\$150,000
	Totals	\$5,350,000	\$4,430,000	\$920,000

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
25	Multipurpose Facility Refrigeration System Replacement	\$500,000		\$500,000
	Totals	\$500,000	\$0	\$500,000

		Total Project Cost	Grant Funding	City Funding
	General Fund FY2026-2030 Grand Totals	\$15,265,000	\$9,620,000	\$5,365,000

Note 1: The City has completed design work for the Wildwood Drive project and has \$280,000 already appropriated to this project. No new local funds are needed.

Note 2: The City intends to seek grant funds for Citywide Roadway Improvements. If successful in obtaining funding, these projects may be supplemented with this funding if needed.

Note 3: The City intends to seek grant funds for Asphalt Roadway Improvements. Design of the Phase II Improvements may be supplemented with grant funds if needed.

GENERAL FUND PROJECTS

WILDWOOD DRIVE REHABILITATION

Department: Public Works

Total Project Cost: \$1,480,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): State Grant / General Fund

Potential Grant Identified: State Grant

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$1,480,000				

Details: This project will rehabilitate Wildwood Drive from the Kenai Spur Highway to the entrance of the Wildwood Drive Correctional Facility. The roadway is severely deteriorated. The State of Alaska Department of Corrections is the primary user of the roadway. Designs for the project are 95% complete, and approximately \$280,000 in local funding is available from previous appropriations for this project. Project activity will include design completion, right of way acquisition, and construction.

ALIAK STORM WATER & PAVING REPAIR – CONSTRUCTION

Department: Public Works

Total Project Cost: \$600,000

Project Phased: Yes

Project Type: Infrastructure

Funding Source(s): General Fund

Potential Grant Identified: None

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$600,000				

Details: This project will address a failed stormwater line on Aliak Dr. between Candlelight Dr. and Highbush Ln. The galvanized piping has collapsed in several locations, which causes the occasional sinkhole to surface after significant runoff. This project will require the removal of sections of the roadway and the replacement of existing stormwater piping with new ones or removal of piping and installation of infiltration basins, followed by resurfacing the roadway.

GENERAL FUND PROJECTS

STREETS CONDITION ASSESSMENT

Department: Public Works
 Total Project Cost: \$100,000
 Project Phased: No
 Project Type: Planning
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect

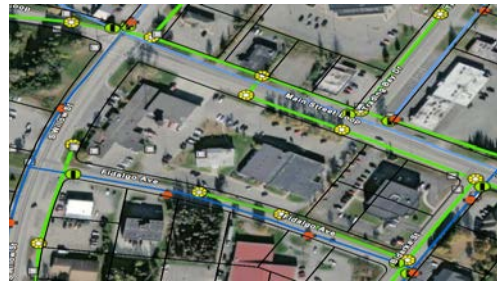


YEAR:	2026	2027	2028	2029	2030
COST:	\$100,000				

Details: This project will assess all the asphalt roads the City of Kenai maintains. The condition ratings collected from this assessment will be used to develop a priority list for replacing and maintaining asphalt roadways.

GIS STORMWATER, LIGHTING, AND ROAD MAPPING IMPROVEMENTS

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



YEAR:	2026	2027	2028	2029	2030
COST:	\$50,000				

Details: Funding to be used as part of a project with Water and Sewer funding to update and import new information into our GIS system. The goal is to include underground stormwater piping and street light wiring.

GENERAL FUND PROJECTS

DOWNTOWN ASPHALT CRACK SEALING

Department: Public Works
 Total Project Cost: \$200,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$200,000				

Details: The project will use asphalt mastic to seal the wide gaps that are unraveling between paving joints on downtown roads. Priorities will be Willow and Main. The product is similar to crack sealing but creates a better bond with the existing asphalt to minimize water intrusion.

ROAD IMPROVEMENTS AND REPAIRS

Department: Public Works
 Total Project Cost: \$1,150,000
 Project Phased: Yes
 Project Type: Infrastructure
 Funding Source(s): State Grant / General Fund
 Potential Grant Identified: State Grant
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$1,150,000				

Details: General funding for roadway improvements to supplement active projects as needed and repair major deficiencies. Grant funds would be used start design and construction improvements to roads identified in the Streets Assessment. If no grant funds are obtained, local funds will be used to cap gravel roads to improve driving surfaces and drainage.

GENERAL FUND PROJECTS

PARKING LOT SEAL COATING AND REPAIRS

Department: Public Works
 Total Project Cost: \$300,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$300,000				

Details: The project would crack seal and seal coat parking lot areas for the City of Kenai-owned buildings, excluding the airport and utility buildings, to extend the life of the asphalt. The project would also make minor repairs to parking lots as needed.

FLIGHT SERVICES RTU REPLACEMENTS

Department: Public Works
 Total Project Cost: \$400,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$400,000				

Details: This is a planned replacement project for air handling units reaching the end of their useful life. This work will provide for the efficient and reliable function of HVAC systems at the facility currently leased by the Federal Aviation Administration (FAA).

GENERAL FUND PROJECTS

BEAVER CREEK PARK REPLACEMENT PAVILION

Department: Parks and Recreation
 Total Project Cost: \$50,000
 Project Phased: No
 Project Type: Parks & Recreation
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$50,000				

Details: Construct a new pavilion at Beaver Creek Park located just off the Spur Highway on Parkside Dr. This will be a wood frame structure consistent with other similar structures within the City.

TRACTOR REPLACEMENT

Department: Parks & Recreation
 Total Project Cost: \$70,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$70,000				

Details: This project will replace aging equipment with new equipment. A tractor and various attachments, including a wide area mower deck and snow removal components, are anticipated. Price will also include purchase of a trailer to haul equipment around City. Equipment is planned for year-round use.

GENERAL FUND PROJECTS

CITY HALL IMPROVEMENTS

Department: Public Works
 Total Project Cost: \$875,000
 Project Phased: Yes
 Project Type: Building Improvement
 Funding Source(s): Grant / General Fund
 Potential Grant Identified: State Capital
 Project Submission and Federal Grants to be Identified
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$75,000	\$800,000			

Details: This project will replace the 40+ year-old exterior doors, windows, exterior siding, and mechanical ventilation systems. Remodel of interior portions of the building may also occur as the scope is developed through the design phase.

OLD TOWN PLAYGROUND RECONSTRUCTION

Department: Parks and Recreation
 Total Project Cost: \$1,635,000
 Project Phased: No
 Project Type: Parks & Recreation
 Funding Source(s): Grant / General Fund
 Potential Grant Identified: State Capital Project
 Submission and Federal Grants to Be Identified
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:		\$1,635,000			

Details: This project will replace aging equipment at the park on Peninsula Avenue, adjacent to the Fine Arts Center in Old Town, a popular destination for visitors and locals. Located near the Visitor's Center and several large housing complexes, the park serves as a key recreational space for families and children. Preliminary meetings with the Kenaitze Indian Tribe, Salamatof Native Association, and other community members emphasized accessibility, the Native Youth Olympic Court, art, and Kenai culture as focal points of the design and layout of the park.

GENERAL FUND PROJECTS

GYMNASIUM DROP CURTAIN ADDITION

Department: Parks & Recreation
 Total Project Cost: \$40,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:		\$40,000			

Details: A drop curtain in the Kenai Recreation Center Gymnasium will be added to divide the space into two usable areas.

STORMWATER IMPROVEMENTS

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



YEAR:	2026	2027	2028	2029	2030
COST:		\$240,000			

Details: This project will allow Public Works to continue addressing stormwater runoff, culvert, and catch basin issues as they deteriorate throughout the City.

GENERAL FUND PROJECTS

GRAVEL ROADWAY IMPROVEMENTS

Department: Public Works
 Total Project Cost: \$200,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): General Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$200,000			

Details: Funding will be used to continue capping gravel roads in the City to improve the driving surface and improve drainage.

ASPHALT ROADWAY IMPROVEMENTS

Department: Public Works
 Total Project Cost: \$3,300,000
 Project Phased: No
 Project Type: Infrastructure
 Funding Source(s): State Grants / General Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$150,000	\$1,650,000	\$1,500,000	

Details: Projects to design and seek grant funds for asphalt roadways in the City. Priority lists to be determined from asphalt assessments and designs to be completed to determine costs and seek grant funds to complete projects.

GENERAL FUND PROJECTS

RELOCATION OF PARKS & REC TO DAUBENSPECK

Department: Parks and Recreation
 Total Project Cost: \$3,150,000
 Project Phased: Yes
 Project Type: Building
 Funding Source(s): Grant / General Fund
 Potential Grant Identified: None
 Operating Budget Impact: Increase



YEAR:	2026	2027	2028	2029	2030
COST:			\$150,000	\$3,000,000	

Details: This project will relocate Park & Rec facilities from their current location at 332 Airport Way to 550 Daubenspeck where the Streets, Shop, and Building Maintenance division currently resides. A new building including garage and office space shall be provided.

MULTIPURPOSE FACILITY ROOF

Department: Public Works
 Total Project Cost: \$925,000
 Project Phased: No
 Project Type: Building Maintenance
 Funding Source(s): General
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:			\$75,000	\$850,000	

Details: The Multipurpose facility was constructed in 1999. This project will replace the roof at the expected end of life.

GENERAL FUND PROJECTS

MULTIPURPOSE FACILITY REFRIGERATION SYSTEM REPLACEMENT

Department: Parks & Recreation

Total Project Cost: \$500,000

Project Phased: No

Project Type: Building Maintenance

Funding Source(s): General Fund

Potential Grant Identified: None

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:					\$500,000

Details: The refrigeration system for maintaining the ice rink during the winter is nearing the end of life. Options are being reviewed for replacement in the future.

Blank

WATER & SEWER FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
1	Disinfectant Generation Equipment – Design	\$100,000		\$100,000
2	GIS Mapping Improvements	\$100,000		\$100,000
3	WTP/WWTP Fencing Improvements	\$200,000	Note 1	\$200,000
4	Trading Bay Road Sewer Insulation	\$100,000		\$100,000
	Totals	\$500,000	\$0	\$500,000

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
5	Airport Reservoir Pump House Improvements – Design	\$200,000		\$200,000
6	Disinfectant Generation Equipment – Construction	\$500,000	\$400,000	\$100,000
7	Water Main Line Improvements	\$250,000		\$250,000
8	Water Meter Equipment & Software	\$200,000	\$160,000	\$40,000
9	WWTP Operations Building	\$2,000,000	\$1,600,000	\$400,000
10	Broad Street Lift Station Reconstruction	\$600,000		\$600,000
	Totals	\$3,750,000	\$2,160,000	\$1,590,000

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
11	Airport Reservoir Tank Exterior Repair – Design	\$100,000		\$100,000
12	Water Main Line Improvements	\$250,000		\$250,000
13	Airport Reservoir Pump House Improvements - Construction	\$2,000,000	\$1,600,000	\$400,000
14	WWTP Effluent Flow Monitoring/Auto Dosing	\$225,000		\$225,000
15	Vac Truck Replacement	\$600,000		\$600,000
	Totals	\$3,175,000	\$1,600,000	\$1,575,000

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
16	Florida Ave Water Main – Design	\$60,000		\$60,000
17	Airport Reservoir Tank Exterior Repair	\$1,000,000	\$800,000	\$200,000
18	Replace WWTP Screening System	\$2,000,000	\$1,600,000	\$400,000
	Totals	\$3,060,000	\$2,400,000	\$660,000

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
19	Florida Ave Water Main – Construction	\$250,000		\$250,000
20	Water Main Line Improvements	\$500,000		\$500,000
21	WWTP Influent Pump Station	\$1,000,000	\$800,000	\$200,000
	Totals	\$1,750,000	\$800,000	\$950,000

		Total Project Cost	Grant Funding	City Funding
	Water & Sewer Fund FY2026-2030 Grand Total	\$12,235,000	\$6,960,000	\$5,275,000

Note 1: Grant funds may be available for all or part of this project that may reduce local funding requirements.

WATER & SEWER PROJECTS

DISINFECTANT GENERATION EQUIPMENT

Department: Public Works – Water & Sewer

Total Project Cost: \$600,000

Project Phased: No

Project Type: Equipment

Funding Source(s): Water & Sewer Fund / Grant

Potential Grant Identified: State Revolving Fund

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$100,000	\$500,000			

Details: This Project will allow the Public Works department to generate our own chlorine disinfectant for use at the water and wastewater plants. This project will result in long-term cost savings over purchasing liquid disinfectant.

GIS MAPPING IMPROVEMENTS

Department: Public Works – Water & Sewer

Total Project Cost: \$100,000

Project Phased: No

Project Type: Information Technology

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$100,000				

Details: This project will update the water and sewer mapping for the utility systems. Funds to be used with a general fund project to update street light and storm sewer mapping.

WATER & SEWER PROJECTS

WTP & WWTP FENCING IMPROVEMENTS

Department: Public Works – Water & Sewer

Total Project Cost: \$200,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund / Grant

Potential Grant Identified: SHSP

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$200,000				

Details: This project will add fencing where needed to secure utility sites and replace damaged fencing at the WWTP. Grant funds are being pursued for this project.

TRADING BAY ROAD SEWER INSULATION

Department: Public Works – Water & Sewer

Total Project Cost: \$100,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:	\$100,000				

Details: Several sewer services on Trading Bay Road have annual freezing issues due to the shallow burial depth. The project will excavate and insulate these service lines within the ROW to reduce the chances of freezing during winter.

WATER & SEWER PROJECTS

AIRPORT RESERVOIR PUMP HOUSE IMPROVEMENTS

Department: Public Works – Water & Sewer

Total Project Cost: \$2,200,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund/Grant

Potential Grant Identified: State Revolving Fund

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$200,000	\$2,000,000		

Details: This project will provide equipment replacements at the Airport Reservoir Pump House. This site has a three-million-gallon storage tank that provides the majority of the City's water during daytime hours. This work will utilize the existing building but modify pumps and controls to increase reliability and operations with our water plant.

WATER MAIN LINE IMPROVEMENTS

Department: Public Works – Water & Sewer

Total Project Cost: \$1,000,000

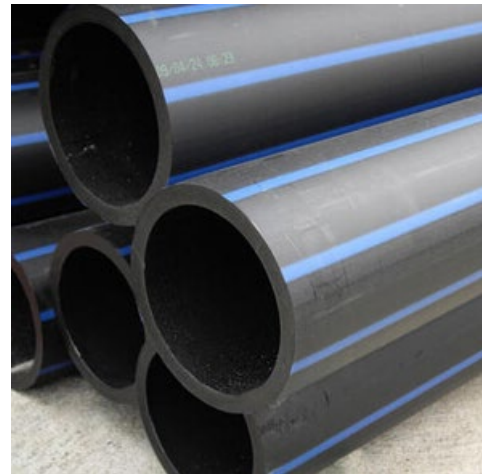
Project Phased: Yes

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:		\$250,000	\$250,000		\$500,000

Details: Funds will be used to improve and modify our water distribution system. The main areas to be targeted include the installation of fire hydrants for improved flushing and fire coverage and the looping of mains to reduce dead ends and poor water quality.

WATER & SEWER PROJECTS

WATER METER EQUIPMENT AND SOFTWARE

Department: Public Works – Water & Sewer
 Total Project Cost: \$200,000
 Project Phased: No
 Project Type: Information Technology
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$200,000			

Details: This project will standardize a software solution for reading meters for the department, starting with commercial facilities. This project will significantly reduce staff time in reading meters.

WWTP OPERATIONS BUILDING RENOVATIONS - CONSTRUCTION

Department: Public Works – WWTP
 Total Project Cost: \$2,000,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Water & Sewer Fund/Grant
 Potential Grant Identified: State Revolving Fund
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$2,000,000			

Details: This project will replace the primary operations building at the Waste Water Plant, initially constructed in 1974, with additions in 1982. The facility is on the shore of Cook Inlet and is subject to the constant presence of salt air. As a result, much of the facility doors, windows, siding, hardware, etc., have rusted beyond repair. Due to the extent of remodel work and other issues relating to the size of the facility, it has been determined that a new building is in the City's best interest. Costs will be determined through design efforts before seeking grant funds.

WATER & SEWER PROJECTS

BROAD STREET LIFT STATION RECONSTRUCTION

Department: Public Works – Water & Sewer

Total Project Cost: \$600,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:		\$600,000			

Details: This project will provide major improvements to the Broad Street Lift Station that are much-needed. This project is a major collection site with all connections east of Broad St. running through this site before proceeding to the Waste Water Plant. This project will increase the capacity of the existing site, provide emergency backup power generation, and replace pumps and controls with new ones.

AIRPORT RESERVOIR TANK EXTERIOR REPAIR

Department: Public Works – Water & Sewer

Total Project Cost: \$1,100,000

Project Phased: Yes

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund/Grant

Potential Grant Identified: State Revolving Fund

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:			\$100,000	\$1,000,000	

Details: This project will address the exterior appearance of the airport reservoir tank. The interior of the tank was coated to extend its life. This project will address the deteriorating exterior insulation and coating.

WATER & SEWER PROJECTS

WASTEWATER TREATMENT PLANT EFFLUENT FLOW MONITORING / DOSING CONTROL

Department: Public Works – WWTP
 Total Project Cost: \$225,000
 Project Phased: No
 Project Type: Process Control
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:			\$225,000		

Details: This project will provide equipment to provide more accurate dosing of chemicals in the treatment of wastewater effluent, which will result in savings in sodium hypochlorite and sodium bisulfate. Chemical feed will vary based on the flow of effluent leaving the plant.

VAC TRUCK

Department: Public Works – Water & Sewer
 Total Project Cost: \$600,000
 Project Phased: No
 Project Type: Equipment
 Funding Source(s): Water & Sewer Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:			\$600,000		

Details: This project will provide for the replacement of the City's existing Vac Truck. This vehicle is an integral piece of equipment used regularly by the City. We have one, with no backup other than contracting out the services at a significant expense to the utility. The truck cleans and maintains wastewater lift stations and the overall sewer collection system. The truck is also capable of jetting clogged lines.

WATER & SEWER PROJECTS

FLORIDA AVE WATER MAIN

Department: Public Works – Water & Sewer

Total Project Cost: \$310,000

Project Phased: Yes

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: None

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:				\$60,000	\$250,000

Details: Extend a new 12" water main connecting Fifth St. and Florida Ave and extending to First St. This project is intended to remedy issues with 4" water mains installed 50+ years ago as part of the old military base. With recent new construction in the area, the 4" mains are limited in terms of how many homes can be served. The 12" main would reduce existing bottlenecks in capacity. The total line extension is approximately 1600lf.

REPLACE WWTP SCREENING SYSTEM

Department: Public Works – Water & Sewer

Total Project Cost: \$2,000,000

Project Phased: No

Project Type: Process Technology

Funding Source(s): Water & Sewer Fund

Potential Grant Identified: State Revolving Fund

Operating Budget Impact: Decrease



YEAR:	2026	2027	2028	2029	2030
COST:				\$2,000,000	

Details: The screening system at the WWTP is aging, and equipment occasionally fails, causing backup and cleaning issues. The project would replace aging equipment with new technology and improve operations for handling higher flows with redundancy.

WATER & SEWER PROJECTS

WASTEWATER TREATMENT PLANT INFLUENT PUMP STATION

Department: Public Works - Water & Sewer

Total Project Cost: \$1,000,000

Project Phased: No

Project Type: Infrastructure

Funding Source(s): Water & Sewer Fund/Grant

Potential Grant Identified: State Revolving Fund

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:					\$1,000,000

Details: This project will replace the existing influent station and install a new pump station to provide surge protection storage and grit capture. This project will allow for more balanced incoming flows into the plant and reduce staff time on recovering from surges.

Blank

SENIOR CITIZENS FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
1	Senior Center Landscaping Project Phase I	\$40,000		\$40,000
	Totals	\$40,000		\$40,000

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
2	Senior Center Landscaping Project Phase II	\$35,000		\$35,000
	Totals	\$35,000		\$35,000

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned this fiscal year			
	Totals			

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned this fiscal year			
	Totals			

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Senior Citizens Fund FY 2026-2030 Grand Total	\$75,000		\$75,000

SENIOR CITIZENS FUND PROJECTS

SENIOR CENTER LANDSCAPING

Department: Senior Center

Total Project Cost: \$75,000

Project Phased: Yes

Project Type: Land Improvement

Funding Source(s): Senior Citizens Fund

Potential Grant Identified: None

Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:		\$40,000	\$35,000		

Details: This project would landscape the south lawn of the Senior Center to level the area, replant grass and trees, and construct walkways for easy and safe maneuvering. This would improve lost access to the perimeter of the building, yard, and bluff areas for private rentals and the public, including wheelchair access. The project has been pushed back until the bluff erosion has stabilized.

Blank

CONGREGATE HOUSING FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
1	Elevator Maintenance	\$100,000		\$100,000
	Totals	\$100,000		\$100,000

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
2	Apartment Kitchen and Bathroom Remodel	\$100,000		\$100,000
	Totals	\$100,000		\$100,000

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
3	Apartment Kitchen and Bathroom Remodel	\$100,000		\$100,000
	Totals	\$100,000		\$100,000

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Congregate Housing Fund FY2026-2030 Grand Total	\$300,000		\$300,000

CONGREGATE HOUSING FUND PROJECTS

ELEVATOR MAINTENANCE

Department: Senior Center
 Total Project Cost: \$100,000
 Project Phased: No
 Project Type: Building Improvement
 Funding Source(s): Congregate Housing Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:	\$100,000				

Details: These funds will supplement previously appropriated elevator maintenance funds to complete a modernization of the elevator.

CONGREGATE HOUSING FUND PROJECTS

APARTMENT KITCHEN AND BATHROOM REMODEL

Department: Senior Center
 Total Project Cost: \$200,000
 Project Phased: Yes
 Project Type: Building Improvement
 Funding Source(s): Congregate Housing Fund
 Potential Grant Identified: None
 Operating Budget Impact: No Effect



YEAR:	2026	2027	2028	2029	2030
COST:		\$100,000	\$100,000		

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

Blank

PERSONAL USE FISHERY FUND

FY2026

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2027

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2028

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2029

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

FY2030

No	Project Name	Total Project Cost	Grant Funding	City Funding
	Nothing Currently Planned			
	Totals			

		Total Project Cost	Grant Funding	City Funding
	Personal Use Fishery Fund FY2026-2030 Grand Total			

Blank

APPENDIX A – CAPITAL PROJECT SCHEDULE

(INCLUDES PREVIOUSLY FUNDED PROJECTS AND FY26 PROPOSED PROJECTS)

	Funding FY	FY -2025						FY-2026													
Project Cycle FY-2025-2026																					
		J-25	F-25	M-25	A-25	M-25	J-25	J-25	A-25	S-25	O-25	N-25	D-25	J-26	F-26	M-26	A-26	M-26	J-26		
Projects																					
Airport Fund																					
Airport Operations Boiler & Controls Replacement	2021	Construction						Grant Closeout													
KMA Runway Rehabilitation	2021	Design				ITB										Construction					
KMA Airfield Marking, Crack Sealing, Sealcoat	2023	Design	ITB						Construction			Grant Closeout									
Terminal Surveillance Camera/Ops Access	2023								RFP	Design/Construction											
Airport Master Plan Phase 1 & 2	2023	Design Phase 1												Design Phase 2							
Perimeter Fenceline Improvements	2025	Design												Construction							
Acquire ARFF Vehicle	2025	Procurement/Ordering														Contract					
Rehabilitate Taxiway	2026								Design												
Animal Control Building Roof Replacement	2026								RFP	Design				ITB	Construction						
General Fund																					
General Government																					
Bluff Stabilization Project - Multyyear	2015	Construction												Closeout							
Cemetery Expansion Phase 1	2019				RFP	Design					ITB		Construction								
Cemetery Expansion Phase 2	2022																				
Public Safety																					
Repair Underground Water Tank	2023	On Hold for Public Safety Building Assessment																			
Community Wildfire Protection Mitigation Phase 2/3	2024	Construction - Phase 2				ITB	Construction - Phase 3														
Fire Department Flooring Replacement	2024	On Hold for Public Safety Building Assessment																			
Emergency Services Facility Improvement	2025	RFP	Assessment								Apply for Grants/Schematic Design										
Public Works																					
Bridge Access Pedestrian Path	2020	On Hold awaiting DOT Funding																			
Wildwood Drive Rehabilitation	2021	On Hold Seeking Grant Funds																			
Kenai City Hall HVAC Unit	2021	On Hold to Design City Hall Improvements																			
Inlet Woods Storm Drain Repairs	2021				ITB		Construction														
Facility Assessments Phase 2	2023	Being Re-evaluated - May be incorporated in Architectural RFP																			
Elevator Assessment	2024	On Hold to Design City Hall Improvements																			
Aliak Storm Water & Paving Repair Design	2024		RFP	Design			ITB	Construction													
Public Mainwalk Replacements & ADA Ramps	2025	On Hold Pending Street Assessment																			
Street Lighting Improvements	2025		RFP	Assessment/Design				ITB	Construction												
Streets Assessment	2026					RFP		Assessment													
GIS Mapping Improvements	2026							RFP		Design											
Downtown Asphalt Crack Sealing	2026					ITB		Construction													
Road Improvements and Repairs	2026							Grant Dependent													
Parking Lot Sealcoating and Repairs	2026					ITB		Construction													
Flight Services RTU Replacements	2026							RFP		Design				ITB	Construction						
City Hall Improvements - Design	2026								RFP		Design				Seek Funding						
Parks, Recreation & Cultural																					
Softball Field Shelters/Dugouts Replacement	2023	ITB		Construction																	
Slash Disposal Site	2023	Ongoing throughout CWPP projects																			
Municipal Park Shelter #3 Replacement	2023	Design			ITB	Construction															
Tractor Replacement	2026							Procurement													

	Funding FY	FY -2025						FY-2026												
Project Cycle FY-2025-2026																				
		J-25	F-25	M-25	A-25	M-25	J-25	J-25	A-25	S-25	O-25	N-25	D-25	J-26	F-26	M-26	A-26	M-26	J-26	
Parks & Recreation Master Plan	2025	RFP	Master Planning																	
Tractor Replacement	2026							Procurement												
Beaver Creek Pavilion Replacement	2026							ITB	Construction											
Water & Sewer Fund																				
Water & Sewer Renovations 621																				
Lift Station Upgrades	2021																			
MP 13 Lift Station		Design	ITB	Construction																
MP 14 Lift Station																				
Lawton Drive Lift Station																				
WTP Pump House Construction	2023	Design					ITB	Construction												
Cemetery Creek Culvert	2024	Applying for Grant																		
Broad Street Lift Station Renovation	2025					Design						ITB		Construction						
Disinfectant Generation Equipment - Design	2026							RFP	Design				Seek Grant Funding							
GIS Mapping Improvements	2026							RFP		Design										
WTP Fencing Improvements	2026							Grant Dependent												
Trading Bay Road Sewer Insulation	2026					ITB		Construction												
Waste Water Renovations 625																				
Digester Blower Replacement and Building	2021	Design			ITB		Construction													
Electronic Gate and Controls	2023	On Hold - Applying for Grant																		
WWTP Fencing Improvements	2026							Grant Dependent												
Senior Center Fund																				
Senior Center Front Door Modifications	2022		RFP	Design			Construction													
Senior Center Canopy Roof Repair	2025																			
Congregate Housing Fund																				
Vintage Kitchen/Bathroom Remodel	2023		RFP	Design			Construction													
Elevator Maintenance	2024							ITB	Construction											
Vintage Point Floors 2 & 3 Hallway Carpet Replacement	2025			ITB		Construction														
Exterior Door Replacements	2025		RFP	Design			Construction													
PU Fishery Fund																				
Personal Use Fishery Float Replacements	2023	ITB		Construction																
Boat Ramp Concrete Repairs	2025				ITB				Construction											



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kathy Romain, Senior Center Director

DATE: January 7, 2025

SUBJECT: **Council on Aging Commission Recommendation to City Council**

On May 7, 2024 City Council approved the Council on Aging Commission 2024 Work Plan and Objective No. 2 of the work plan was, "Discuss and Research Adding More Senior Housing for the City of Kenai".

During the December 12, 2024 Council on Aging Commissions regular meeting, the commission approved a motion to, "Recommend City Council Investigate the need for Additional Senior Housing".

If this recommendation is supported by the City Council, you may choose to add a project to the Fiscal Year 2026 - 2030 Capital Improvement Plan or to provide direction to the Administration to include funding for a project in the Fiscal Year 2026 Operation Budget.

Attached:

Council on Aging Commission 2024 Work Plan - Objective No. 2

INTRODUCTION

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

The Mission of the Council on Aging Commission is to advise the Mayor, the City Council, Senior Center Director, and City of Kenai the needs of the elderly in the area of seniors, support the programs which enable the continued independence of senior citizens and serve as an advisory committee. Duties include advising the Senior Center Director on matters dealing with the budgets for senior programs and programs operated at the Kenai Senior Center (KSC).

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



Objective No. 2 Objective: Discuss and Research Adding More Seniors Housing for the City of Kenai Estimated Time to Complete: 2024

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

1. Discuss and research adding more senior housing for the City of Kenai.
 - a. Schedule work sessions and assign research tasks to commission members.
 - b. Compile finds and provide a comprehensive report to the City Council Member representing the Council on Aging Commission.
 - c. Have the City Council Representative report the findings and recommendations to the full Kenai City Council.

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

There is currently a one year waiting list for housing for Vintage Pointe Manor. Research and discussions on the viability and finding sources needs to begin for planning future senior housing.

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

The Council on Aging Commission members and KSC staff. This task has been assigned to two Commission members.

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

No funding required.



Sponsored by: Askin

**CITY OF KENAI
RESOLUTION NO. 2025-07**

A RESOLUTION REQUESTING THE GOVERNOR OF THE STATE OF ALASKA DESIGNATE BY PROCLAMATION THE AREA OF THE UPPER COOK INLET EAST SIDE SET NET FISHERY AS AN AREA IMPACTED BY AN ECONOMIC DISASTER IN 2024 AND SUPPORTING A RECOVERY PLAN.

WHEREAS, the City of Kenai recognizes the positive economic and cultural impact of commercial fisheries in the Upper Cook Inlet Region; and,

WHEREAS, the City supports the Upper Cook Inlet salmon fishery and City residents, families and businesses that participate in the salmon fishery along with other users of this fishery's resource; and,

WHEREAS, in 2024, the East Side Setnet fishery's very limited harvest and fishing opportunities resulted in an approximate 99% loss of traditional harvest; and,

WHEREAS, the dramatic complete loss of the fishery threatens the livelihood of the individuals, families, and businesses participating in the fishery, and jeopardizes the continued viability of the commercial fishing industry in the Upper Cook Inlet Region; and,

WHEREAS, a Governor's disaster declaration creates a means for financial assistance for those involved in the fishery and could also provide assistance for science and resource management benefiting all users; and,

WHEREAS, it is in the best interest of the City of Kenai to request that Governor Mike Dunleavy proclaim an Economic Disaster in the Upper Cook Inlet Fisheries Region, and support a recovery plan that directly assists fisheries participants and benefits all users of this important natural resource.

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

Section 1. That the City Council respectfully requests that Commissioner Julie Sande, Department of Commerce, Community and Economic Development, recommend to Governor Dunleavy to designate, by proclamation, the areas of the Kenai Peninsula Borough affected by the 2024 Upper Cook Inlet East Side Set Net Fishery loss of harvest as area impacted by an economic disaster.

Section 2. That the City Council respectfully requests that Governor Dunleavy designate by proclamation, as described in AS 44.33.285, the area of the Upper Cook Inlet East Side Set Net Fishery as an area impacted by an economic disaster and that the State of Alaska implement a recovery plan that provides private assistance and takes other actions that benefit commercial fisheries, participants and others that rely on this important fishery resource.

Section 3. The City Council also respectfully requests that the State of Alaska urge the Federal Department of Commerce and all other applicable federal agencies to render private and public assistance to all affected persons and entities.

Section 4. That a copy of this Resolution will be provided to Commissioner Julie Sande, Department of Commerce, Community and Economic Development, and to the Office of Governor Mike Dunleavy.

Section 5. That a copy of this Resolution will be provided to State Senator Jesse Bjorkman and State Senator Gary Stevens, State Representative Bill Elam, State Representative Justin Ruffridge, State Representative Louise Stutes, and State Representative Sarah Vance.

Section 6. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Victoria Askin, Council Member

DATE: January 9, 2025

SUBJECT: Resolution 2025-07 East Side Set Net Economic Disaster Declaration

This Resolution requests the Governor proclaim a local economic disaster for the area affected by the almost complete closure of the East Side Net Fishery in 2024 resulting in an approximate 99 percent reduction in traditional harvest by the fishery. The Kenai Peninsula Borough and City of Soldotna have recently passed similar resolutions. Your consideration is appreciated.

**KENAI CITY COUNCIL – REGULAR MEETING
DECEMBER 18, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR BRIAN GABRIEL, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on December 18, 2024, in City Hall Council Chambers, Kenai, AK. Mayor Gabriel called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Gabriel led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Brian Gabriel, Mayor
Phil Daniel
Alex Douthit
Sovala Kisenia

Henry Knackstedt, Vice Mayor
Deborah Sounart
Victoria Askin

A quorum was present.

Also in attendance were:

**Xiling Tanner, Student Representative
Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Tyler Best, Parks and Recreation Director
Lee Frey, Public Works Director
Derek Ables, Airport Manager
Shellie Saner, City Clerk

3. Agenda and Consent Agenda Approval

Mayor Gabriel noted the following additions to the Packet:

Add to item E.1.

Public Hearing - Ordinance No. 3445-2024

- Postponement Memo

MOTION:

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

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

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

UNANIMOUS CONSENT was requested.

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a council

member so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED ADMINISTRATIVE REPORTS - None.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. PUBLIC HEARINGS

1. **Ordinance No. 3445-2024** - Decreasing Estimated Revenues and Appropriation in the Kenai City Municipal Roadway Improvement Capital Project Funds to Transfer Residual Balance from Completed Projects Back to Their Original Funding Sources, and Increasing Estimated Revenues and Appropriation in the Kenai City Water & Sewer, Public Safety, and Airport Improvements Capital Project Funds to Fully Fund Projects Approved in the FY2025 Budget. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3445-2024. Council Member Sounart **SECONDED** the motion.

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

MOTION TO POSTPONE:

Council Member Knackstedt **MOVED** to postpone Ordinance No. 3445-2024 to the January 15, 2025 Regular City Council Meeting. Council Member Askin **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to postpone.

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

2. **Resolution No. 2024-52** - Reinstating a Player Registration Fee for the City of Kenai City League Basketball to Support More Games During the Season. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2024-52. Council Member Sounart **SECONDED** the motion.

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

It was reported that the group wanted more games; the additional fee would cover the costs for more games including supplies and staffing; having a player fee would increase player accountability and the groups were in support of the fee.

UNANIMOUS CONSENT was requested.

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

3. **Resolution No. 2024-53** - Approving Extensions and Amendments to Two Agreements with the State of Alaska Division of Forestry and Fire Protection. (Administration)

MOTION:

Council Member Sounart **MOVED** to adopt Resolution No. 2024-53. Council Member Knackstedt **SECONDED** the motion.

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

It was reported the City currently has two agreements with the Division of Forestry (DOF); the first provides funding for the slash disposal site and extending the agreement would allow continued operations using the remaining funds available; the second is for spruce bark beetle hazardous tree removal, funding from the DOF represented a portion of the City's match for Federal funding and continuing the agreement would allow additional tree removal.

There was discussion regarding locations where additional trees would be removed.

UNANIMOUS CONSENT was requested.

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

F. MINUTES

1. *Regular Meeting of December 4, 2024. (City Clerk)

G. UNFINISHED BUSINESS - None.

H. NEW BUSINESS

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

Approved by the consent agenda.

2. ***Action/Approval** - Non-Objection to Renewal of a Beverage Dispensary Tourism Liquor License for Schilling Alaska, LLC DBA Uptown Motel/Louie's - License No. 1859. (City Clerk)

Approved by the consent agenda.

3. ***Action/Approval** - Non-Objection to the Renewal of a Marijuana Product Manufacturing Facility License and a Standard Marijuana Cultivation License for Red Run Cannabis Cultivators, LLC., DBA: Red Run Cannabis Cultivators, LLC. - License No.'s 19372 and 10052; and a Retail Marijuana Store License for Red Run Cannabis Company, LLC., DBA: Red Run Cannabis Company, LLC. – License No. 10056. (City Clerk)

Approved by the consent agenda.

4. ***Action/Approval** - Special Use Permit to Echo Lake Meats for Use of 20 Square Feet of Terminal Space at the Kenai Municipal Airport. (Administration)

Approved by the consent agenda.

5. ***Ordinance No. 3446-2024** - Accepting and Appropriating a Grant from the Alaska Food Coalition to the Kenai Senior Center. (Administration)

Introduced by the consent agenda and Public Hearing set for January 15, 2025.

6. **Action/Approval** - Approving a Certificate of Acceptance Notice for Kee's Turn Subdivision. (Administration)

MOTION:

Council Member Douthit **MOVED** to approve the Certificate of Acceptance Notice. Council Member Daniel **SECONDED** the motion.

Robert Ruffner, Planning Director for the Kenai Peninsula Borough reported that the subject plat was finalized in 2015; since that time borough code had changed requiring municipalities to sign off when the borough is not accepting a right-of-way management authority; the developer believes they retained a

liability without the City's signing off and has requested the action now before the Council to resolve their concerns.

Concerns were stated that this could set a precedent generating other similar request as a result. Discussion included: there being no benefit or negative impact to the City; the purpose of this action was to alleviate the owners concerns; this process was not typical and involved considerable time and effort.

VOTE:

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

NAY: None

**Student Representative Tanner: Yea

MOTION PASSED.

7. Discussion/Approval - Scheduling a Joint Work Session with the Kenaitze Indian Tribe. (Administration)

A Joint Work Session with the Kenaitze Indian Tribe was scheduled for January 16, 2025, 6:00 p.m. at the Kenai Visitor and Cultural Center, 11471 Kenai Spur Hwy., Kenai.

[Clerk's Note: It was requested that a discussion item be included on the work session agenda regarding development of a formal Memorandum Understanding with the Tribe.]

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging Commission

No report, next meeting January 9, 2025.

2. Airport Commission

Council Member Sounart reported on the December 12, 2024 meeting, next meeting January 9, 2025.

3. Harbor Commission

No report, next meeting February 10, 2025.

4. Parks and Recreation Commission

Council Member Kisená reported on the December 4, 2024 meeting, next meeting January 2, 2025.

5. Planning and Zoning Commission

Council Member Sounart reported on the December 11, 2024 meeting, next meeting January 8, 2025.

6. Beautification Commission

No report, next meeting January 14, 2025.

J. REPORT OF THE MAYOR

Mayor Gabriel stated it was great to be back, thanked Vice Mayor Knackstedt for filling in and reported:

- Attending the Alaska Municipal League Conference and the Conference of Mayors.
- Attending the Wreaths Across America Event.
- Welcomed new Public Works Director Lee Frey.
- Wished everyone a Merry Christmas and Happy New Year.

K. ADMINISTRATION REPORTS

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

- Attending the Alaska Municipal Managers Association and Alaska Municipal League Conferences.
 - Attending the Kenai Peninsula Borough Tourism Industry Working Group meeting; City's are invited and may participate; however, are not voting members of the group.
 - All eleven parcels sold at the Land Auction; average price 118% over borough assessment; with one purchaser qualifying for the Veterans discount.
 - City Planner Kevin Buettner will serve as the City representative to the Kenai Peninsula Economic Development District Board.
 - Welcomed new Firefighter Brendan Alberts.
 - Met with Alaska Airlines, they expressed interest in considering a letter of interest for future Small Community Air Service Development Program Grant applications from the City.
 - Wished everyone a Merry Christmas and Happy New Year.
 - Thanked all City employees for their dedication and hard work, noting they are the backbone of our City's success.
2. City Attorney - No report.
 3. City Clerk - City Clerk Saner reported on the following:
 - Attending the Alaska Association of Municipal Clerks Conference.

L. ADDITIONAL PUBLIC COMMENTS

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

Council Member Douthit noted there would be a meet and greet with Kristen Faulkner, American cyclist who won two gold medals at the 2024 Olympics at the Cannery Lodge on the 28th at 3:00 p.m.

Student Representative Tanner reported that Connections Student Xinlan Tanner was admitted to the Massachusetts Institute of Technology; provided an update on upcoming Kenai Highschool sporting events; and noted school break was from December 23 through January 3. He wished everyone a Merry Christmas and Happy New Year.

Council Member Sounart stated she performed with the Kenai Peninsula Orchestra during their Christmas Concert, noting the orchestra sounded strong with more musicians returning this year.

Council Member Askin reported attending the Senior Citizen Thanksgiving Luncheon, noting the largest turnout; attending the Alaska Municipal League Conference; and wished everyone a Merry Christmas and Happy New Year.

Council Member Daniel reported attending the Alaska Municipal League Conference and wished everyone a Merry Christmas and Happy New Year.

Council Member Kisen reported attending the Newly Elected Officials training portion of the Alaska Municipal League Conference, noting it was an informative experience; and he stated his appreciation for the skill and experience of our local clerk's.

Council Member Knackstedt welcomed Mayor Gabriel back; reported attending the Alaska Municipal League Conference; thanked Public Works Director Frey for the CIP Presentation; and wished everyone a Merry Christmas and Happy New Year.

M. EXECUTIVE SESSION - None.

N. **PENDING ITEMS** - None.

O. **ADJOURNMENT**

P. **INFORMATIONAL ITEMS** - None.

There being no further business before the Council, the meeting was adjourned at 6:59 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of December 18, 2024.

Michelle M. Saner, MMC
City Clerk

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



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3445-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATION IN THE KENAI CITY MUNICIPAL ROADWAY IMPROVEMENT CAPITAL PROJECT FUNDS TO TRANSFER RESIDUAL BALANCE FROM A COMPLETED PROJECT BACK TO IT'S ORIGINAL FUNDING SOURCE, AND INCREASING ESTIMATED REVENUES AND APPROPRIATION IN THE GENERAL, AIRPORT, AND WATER AND SEWER FUNDS AND THE WATER & SEWER, PUBLIC SAFETY, AND AIRPORT IMPROVEMENTS CAPITAL PROJECT FUNDS TO FULLY FUND PROJECTS APPROVED IN THE FY2025 BUDGET.

WHEREAS, \$77,739.07 remains in Municipal Roadway Improvements Capital Project Funds from completed capital projects for N. Willow street; and,

WHEREAS, transfer of the residual \$77,739.07 to the General Fund, the fund from which the funds originated will allow future appropriation of the funds for operations or future capital projects and is in the best interest of the city; and,

WHEREAS, the FY2025 Budget estimated residual balances that did not materialize to the level projected and these projected residual balances were a component of FY25 Capital Project Funding; and,

WHEREAS, the Water & Sewer Capital Fund estimated a residual amount of \$39,610 of which only \$9,610.65 materialized; and,

WHEREAS, \$29,999.35 is needed to fully fund the Capital project for the Broad Street Lift Station; and,

WHEREAS, the Public Safety Capital Fund estimated a residual amount of \$54,337 of which only \$44,968.85 materialized; and,

WHEREAS, \$9,368.15 is needed to fully fund the Capital project for the Emergency Services Facility Assessment; and,

WHEREAS, the Airport Improvements Capital Fund estimated a residual amount of \$299,808 of which only \$290,563.68 materialized; and,

WHEREAS, \$9,244.32 is needed to fully fund the Capital project for the purchase of a new Aircraft Rescue Fire Fighting Vehicle; and,

WHEREAS, transfer of funds to fully fund these capital projects 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 estimated revenues and appropriations be increased as follows:

Municipal Roadway Improvements Capital Project Fund:

Increase Estimated Revenues-
Appropriation of Fund Balance

\$77,739.07

Increase Appropriations –
Transfer to General Fund \$77,739.07

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

Water & Sewer Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$9,610.65

Increase Appropriations –
Transfer to Water & Sewer Capital Project Fund \$9,610.65

Water & Sewer Capital Project Fund:

Increase Estimated Revenues –
Transfer from Water & Sewer Fund \$9,610.65

Increase Appropriations –
Broad Street Lift Station Capital Project \$9,610.65

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

General Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$9,368.15

Increase Appropriations –
Transfer to Public Safety Capital Project Fund \$9,368.15

Public Safety Capital Project Fund:

Increase Estimated Revenues –
Transfer from General Fund \$9,368.15

Increase Appropriations –
Emergency Services Facility Assessment Capital Project \$9,368.15

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

Airport Fund:

Increase Estimated Revenues –
Appropriation of Fund Balance \$9,244.32

Increase Appropriations –
Transfer to Airport Improvements Capital Project Fund \$9,244.32

Airport Improvements Capital Project Fund:

Increase Estimated Revenues –
Transfer from Airport Fund \$9,244.32

Increase Appropriations –
ARFF Vehicle Capital Project \$9,244.32

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 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 15TH DAY OF JANUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:

December 4, 2024

Enacted:

January 15, 2025

Effective:

January 15, 2025



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Officer

DATE: November 25, 2024

SUBJECT: **Ordinance 3445-2024 Capital Project Fund Balance Transfers**

The purpose of this memo is to recommend the enactment of Ordinance 3445-2024 that will transfer the remaining balance from a completed project back to the original funding source and transfer funds to capital projects for amounts that were projected during budget that did not materialize. These transfers will allow the residual funds to be appropriated for operations or new capital projects in the future and fully fund current year capital projects.

In total \$77,739.07 will be returned to the General Fund from the Municipal Roadway Improvement Capital Project Fund after completion of the N. Willow street capital project.

During the FY2025 budget process there were a few capital projects that were projected to have residual balances that had additional expenditures resulting in less funds available for other projects.

- The Water & Sewer Capital Project Fund projected a residual amount of \$39,610 of which only \$9,610.65 materialized leaving a difference of \$29,999.35 to be appropriated from the Water & Sewer Fund for the Broad Street Lift Station capital project.
- The Public Safety Capital Project Fund projected a residual amount of \$54,337 of which only \$44,968.85 materialized leaving a difference of \$9,368.15 to be appropriated from the General Fund for the Emergency Services Facility Assessment capital project.
- The Airport Improvements Capital Project Fund projected a residual amount of \$299,808 of which only \$290,563.68 materialized leaving a difference of \$9,244.32 to be appropriated from the Airport Fund for the ARFF Vehicle capital project.

With the enactment of Ordinance 3445-2024, funds will be returned to their original funding source related to the N. Willow Street project, where they will reside in fund balance until the passage of future ordinances appropriating the funds for operations or other capital projects. And the projects that were expected to be partially funded by projected budget savings that did not materialize will be fully funded.

Your support for the enactment of Ordinance 3445-2024 is respectfully requested.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: January 6, 2025

SUBJECT: **Ordinance 3445-2024 Requested Amendment**

This memo requests an amendment to increase the amount in Section 2 from \$9,610.65 to \$29,999.35 to reflect the amount of funds remaining from prior year not the funds needed in the current year.

The following amendment is respectfully requested.

Motion

Amend Section 2 by replacing \$9,610.65 with \$29,999.35 throughout the section.
--

Thank you for your consideration.

PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION

COUNCIL MEETING OF: JANUARY 15, 2025

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	124,839.13
PREMERA	DECEMBER PREMIUM	VARIOUS	HEALTH INSURANCE	212,633.70
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	114,079.51

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City Clerk
DATE: December 19, 2024
SUBJECT: Action/Approval – Kenai Elks Lodge #2425 Liquor License Renewal

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

Applicant: Kenai Elks Lodge #2425
D/B/A: Kenai Elks Lodge #2425
License Type: Club License
License No.: 5644

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

Your consideration is appreciated.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

December 13, 2024

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

Licensee: **Kenai Elks Lodge #2425**

DBA: Kenai Elks Lodge #2425

VIA email: kenaielks2425@gmail.com

CC: None

Local Government 1: Kenai

Local Government 2: Kenai Peninsula Borough

Via Email: cityclerk@kenai.city; micheleturner@kpb.us; jkaspar@kpb.us; sessert@kpb.us;
mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us;
bcarter@kpb.us; jrasor@kpb.us

Community Council: n/a

Via Email:

Re: Club License #5644 Combined Renewal Notice

License Number:	#5644
License Type:	Club License
Licensee:	Kenai Elks Lodge #2425
Doing Business As:	Kenai Elks Lodge #2425
Physical Address:	205 Barnacle Way, Kenai, AK 99611
Designated Licensee:	Kenai Elks Lodge #2425
Phone Number:	907-398-8291
Email Address:	kenaielks2425@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-

Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **February 4th, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

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

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

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

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director

Submit

by Meghan Thibodeau 12/13/2024 4:26:42 PM (Form Submission)

Approve

by Jeremy Hamilton 12/13/2024 4:29:04 PM (Fire Marshall Review)

- The task was assigned to Jeremy Hamilton. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:43 PM

Approve

by Brandon McElrea 12/13/2024 5:17:50 PM (Lands Review)

■ No Code violations.

- The task was assigned to Brandon McElrea. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:44 PM

Approve

by David Ross 12/13/2024 6:08:42 PM (Police Department Review)

- The task was assigned to David Ross. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:43 PM

Approve

by Tina Williamson 12/16/2024 9:38:34 AM (Finance Asst Review)

- The task was assigned to Tina Williamson. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:44 PM

Approve

by Cindy Herr 12/16/2024 12:45:01 PM (Legal Asst Review)

■ There are no monies owed in restitution or fines.

- The task was assigned to Cindy Herr. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:44 PM

Approve

by David Swarner 12/16/2024 12:46:25 PM (Finance Review)

- The task was assigned to David Swarner. The due date is: December 25, 2024 5:00 PM
12/16/2024 12:45:02 PM

Approve

by Scott Bloom 12/16/2024 12:46:37 PM (Legal Review)

- The task was assigned to City_Attorney. The due date is: December 25, 2024 5:00 PM
12/16/2024 12:45:02 PM
- Scott Bloom assigned the task to Scott Bloom 12/16/2024 12:46:33 PM

Approve

by Kevin Buettner 12/16/2024 1:41:43 PM (P&Z Department Review)

- The task was assigned to Planning_Director. The due date is: December 25, 2024 5:00 PM
12/16/2024 12:45:02 PM
- Kevin Buettner assigned the task to Kevin Buettner 12/16/2024 1:40:52 PM

Approve

by Joe Fisher 12/19/2024 3:00:42 PM (Building Official Review)

- The task was assigned to Joe Fisher. The due date is: December 24, 2024 5:00 PM
12/13/2024 4:26:43 PM

AMCO License Application

Date

12/13/2024

Establishment Information

License Type

Club License

Licensee

Kenai Elks Lodge #2425

Doing Business As

Kenai Elks Lodge #2425

Premises Address

205 Barnacle Way

City, State

Kenai, AK

Contact Information

Contact Licensee

Daniel L. Aaronson

Contact Phone No.

907-252-7107

Contact Email

aaronsonlaw@gci.net

Additional Contact Information

Name

Kenneth Cole

Phone No.

907-398-8291

Email

kencole@gmail.com

Documents

File Upload

#5644 AB-17 Renewal Application.pdf

250.1KB

#5644 Kenai Elks Lodge #2425 Renewal Notice.pdf

291.02KB



Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control
550 W 7th Avenue,
Suite 1600
Anchorage, AK 99501
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Form AB-17: 2024/2025 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than January 2, 2024 per AS 04.11.270, 3 AAC 305.050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by February 28, 2024 will be expired per AS 04.11.540, 3 AAC 305.050(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all documents required, or the application will be returned without being processed, per AS 04.11.270.
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Doing Business As:	Kenai Elks Lodge #2425	License #:	5644
--------------------	------------------------	------------	------

If your mailing address has changed, write the NEW address below:

Mailing Address:	205 Barnacle Way		
City:	Kenai	State:	Ak
		ZIP:	99611

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license unless the Optional contact is completed.

Contact Licensee:	Daniel L. Aaronson	Contact Phone:	907-252-7107
Contact Email:	aaronsonlaw@gci.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:	Kenneth Cole	Contact Phone:	907-398-8291
Contact Email:	kencole@gmail.com		

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2024 and/or 2025? If so, you will need to apply for a Shipping Endorsement here:

<https://accis.license365.com/#>

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 4 - Ownership Structure Certification

Did the ownership structure of the licensed business change in 2022/2023?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, and you have **NOT** notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application. If No, certify the statement below by initialing the box to the right of the statement:

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2022 or 2023.



#100987949

AMCO Received 12/5/2024



Alaska Alcoholic Beverage Control Board

Form AB-17: 2024/2025 License Renewal Application

Section 5 – License Operation

Unless you operated more than 240 hours in 2022 or 2023, check ONE BOX for EACH CALENDAR YEAR that best describes how this alcoholic beverage license was operated as set forth in AS 04.11.330:

- | | 2022 | 2023 |
|---|--------------------------|--------------------------|
| 1. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
<u>If your operation dates have changed, list them below:</u>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</u> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 – Violations and Convictions

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| Have any Notices of Violation been issued for this license in 2022 or 2023? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2022 or 2023? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2). If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Alaska Alcoholic Beverage Control Board

Form AB-17: 2024/2025 License Renewal Application

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DANIELL BARONSON
Printed name of licensee

[Signature]
Signature of licensee

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed AB-36: Recreational Site Statement
Tourism applications must include a completed AB-37: Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$



Thursday, December 26, 2024

Sent via email: cityclerk@kenai.city

Shellie Saner, City Clerk
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	Kenai Elks Lodge #2425
Business Name	:	Kenai Elks Lodge #2425
License Type	:	Club
License Location	:	205 Barnacle Way, Kenai, AK 99611, City of Kenai
License No.	:	5644
Application Type	:	License Renewal

Dear Ms. Saner,

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

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

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: kenaielks2425@gmail.com;

<mailto:amco.localgovernmentonly@alaska.gov>



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Shellie Saner, City Clerk
DATE: January 3, 2025
SUBJECT: Action/Approval – Jersey Subs Liquor License Renewal

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

Applicant: Jersey Subs AK LLC
D/B/A: Jersey Subs
License Type: Restaurant/Eating Place Liquor License
License No.: 5900

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

Your consideration is appreciated.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

December 17, 2024

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

Licensee: **Jersey Subs AK LLC**

DBA: Jersey Subs

VIA email: jerseysubak@gmail.com

CC: None

Local Government 1: Kenai

Local Government 2: Kenai Peninsula Borough

Via Email: micheleturner@kpb.us; sessert@kpb.us;
mjenkins@kpb.us; nscalett@kpb.us;
mboehmler@kpb.us; rmae@kpb.us; slopez@kpb.us;
bcarter@kpb.us; jrasor@kpb.us; cityclerk@kenai.city

Re: Restaurant / Eating Place #5900 Combined Renewal Notice

License Number:	#5900
License Type:	Restaurant / Eating Place
Licensee:	Jersey Subs AK LLC
Doing Business As:	Jersey Subs
Physical Address:	106 S Willow St Ste 3, Kenai, AK 99611
Designated Licensee:	Jersey Subs AK LLC
Phone Number:	907-513-1938
Email Address:	jerseysubak@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-

Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **February 4th, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

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

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

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

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Lizzie Kubitz, Acting Director

Submit

by Meghan Thibodeau 12/18/2024 9:13:05 AM (Form Submission)

Approve

by Tina Williamson 12/18/2024 9:16:12 AM (Finance Asst Review)

- The task was assigned to Tina Williamson. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:09 AM

Approve

by Cindy Herr 12/18/2024 9:17:05 AM (Legal Asst Review)

- There are no monies owed in fines or restitution.
- The task was assigned to Cindy Herr. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:09 AM

Approve

by Brandon McElrea 12/18/2024 9:43:40 AM (Lands Review)

- No Code violations.
- The task was assigned to Brandon McElrea. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:09 AM

Approve

by Scott Bloom 12/18/2024 9:46:35 AM (Legal Review)

- The task was assigned to City_Attorney. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:43:42 AM
- Scott Bloom assigned the task to Scott Bloom 12/18/2024 9:46:32 AM

Approve

by Kevin Buettner 12/18/2024 9:46:38 AM (P&Z Department Review)

- The task was assigned to Planning_Director. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:43:43 AM
- Kevin Buettner assigned the task to Kevin Buettner 12/18/2024 9:46:25 AM

Approve

by David Swarner 12/18/2024 10:15:51 AM (Finance Review)

- The task was assigned to David Swarner. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:43:42 AM

Approve

by Joe Fisher 12/19/2024 2:59:06 PM (Building Official Review)

- The task was assigned to Joe Fisher. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:08 AM

Approve

by David Ross 1/2/2025 2:20:43 PM (Police Department Review)

- The task was assigned to David Ross. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:09 AM

Approve

by Jeremy Hamilton 1/2/2025 6:58:28 PM (Fire Marshall Review)

- The task was assigned to Jeremy Hamilton. The due date is: December 27, 2024 5:00 PM
12/18/2024 9:13:08 AM

AMCO License Application

Date

12/18/2024

Establishment Information**License Type**

Restaurant/Eating Place Liquor License

Licensee

Jersey Subs AK LLC

Doing Business As

Jersey Subs

Premises Address

106 S Willow St Ste 3

City, State

Kenai, AK

Contact Information**Contact Licensee**

Dil Uhlin

Contact Phone No.

907-513-1938

Contact Email

jerseysubak@gmail.com

Additional Contact Information**Name****Phone No.****Email****Documents****File Upload**

#5900 AB-17 Renewal Application + AB-33 Restaurant Receipts

1.91MB

Affidavit_Redacted.pdf

#5900 Jersey Subs Renewal Notice.pdf

291.9KB



RECEIVED

DEC 12 2024

Alcohol and Marijuana Control Office
550 W 7th A
Suite
Anchorage, AK
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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Alaska Alcoholic Beverage Control Board

Form AB-17: 2024/2025 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than January 2, 2024 per AS 04.11.270, 3 AAC 305.050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by February 28, 2024 will be expired per AS 04.11.540, 3 AAC 305.050(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all documents required, or the application will be returned without being processed, per AS 04.11.270.
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Doing Business As:	Jersey Subs	License #:	5900
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If your mailing address has changed, write the NEW address below:

Mailing Address:	106 S Willow Street STE 3		
City:	Kenai	State:	AK
ZIP:	99611		

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license unless the Optional contact is completed.

Contact Licensee:	Dil Uhlin	Contact Phone:	907-513-1938
Contact Email:	jerseysubak@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:	Contact Phone:
Contact Email:	

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2024 and/or 2025? If so, you will need to apply for a Shipping Endorsement here:

<https://accs.license365.com/#>

YES

NO

☐☐**Section 4 - Ownership Structure Certification**

YES

NO

☐☒

Did the ownership structure of the licensed business change in 2022/2023?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.
If No, certify the statement below by initialing the box to the right of the statement:

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2022 or 2023.



rec # 100989167

DEC 12 2024



Alaska Alcoholic Beverage Control Board

Form AB-17: 2024/2025 License Renewal Application

Section 5 - License Operation

Unless you operated more than 240 hours in 2022 or 2023, check ONE BOX for EACH CALENDAR YEAR that best describes how this alcoholic beverage license was operated as set forth in AS 04.11.330:

- | | 2022 | 2023 |
|---|--------------------------|--------------------------|
| 1. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 - Violations and Convictions

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| Have any Notices of Violation been issued for this license in 2022 or 2023? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2022 or 2023? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2). If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.*

Section 7 - Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

**Form AB-17: 2024/2025 License Renewal Application****Dil Uhlin**

Printed name of licensee

Signature of licensee

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed AB-36: Recreational Site Statement
Tourism applications must include a completed AB-37: Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:

<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>**RECEIVED**
DEC 12 2024**FOR OFFICE USE ONLY**

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$



RECEIVED

DEC 12 2024

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Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-33: 2024/2025 Restaurant Receipts Affidavit**What is this form?**

A restaurant or eating place licensee must file a complete copy of this form along with its 2024/2025 license renewal application, in order to provide evidence to the Alcoholic Beverage Control Board that this licensed restaurant's receipts from the sale of food upon the licensed premises constitute no less than 50% of the gross receipts (food + alcohol sales) of the licensed premises for each calendar year in 2022 and 2023, as currently required by AS 04.11.100(e) which will be repealed once AS 04.09.210(e) is in effect January 1, 2024. This form is confidential.

This form must be completed and submitted with Form AB-17 to AMCO's main office before a license renewal application may be reviewed.

Section 1 – Establishment Information

This form is being submitted for the following license:

Licensee:	Jersey Subs AK LLC	License #:	5900
License Type:	AB-33 Restaurant / Eating Place		
Doing Business As:	Jersey Subs		

Section 2 – Gross Receipts for 2022 and 2023

Please fill out the following information carefully, contact AMCO staff if you have questions regarding this form. Enter the dollar amounts of the food and gross (food + alcohol) receipts on the licensed premises and calculate the percentage of gross revenue that is from food sales on the licensed premises for each calendar year. (Food Revenue ÷ Gross Revenue x 100 = %)

<input type="text"/>	÷	<input type="text"/>	X 100 =	<input type="text"/>	%
2022 Food Sales		2022 Food + Alcohol Sales		99	

<input type="text"/>	÷	<input type="text"/>	X 100 =	<input type="text"/>	%
2023 Food Sales		2023 Food + Alcohol Sales		99	

I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Dil Wulin
Printed name of licensee

[Signature]
Signature of licensee



Thursday, December 19, 2024

Sent via email: cityclerk@kenai.city

Shellie Saner, City Clerk
City of Kenai

RE: Non-Objection of Application

Licensee/Applicant	:	Jersey Subs AK LLC
Business Name	:	Jersey Subs
License Type	:	Restaurant/Eating Places - Public Convenience
License Location	:	106 S. Willow Street, Suite #3, Kenai, AK 99611, City of Kenai
License No.	:	5900
Application Type	:	License Renewal

Dear Ms. Saner,

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

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

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: jerseysubsak@gmail.com;

mailto:amco.localgovernmentonly@alaska.gov



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Shellie Saner, City Clerk

DATE: January 3, 2025

SUBJECT: **Action/Approval** - Council Confirmation of Mayoral Nomination of Dominick Sarte to the Harbor Commission for a Term Ending December 31, 2027

Three vacancies currently exist on the Harbor Commission; an application to the Harbor Commission was received and is attached for consideration.

Pursuant to Kenai Municipal Code 1.90.010 members are nominated by the Mayor and confirmed by the City Council. Mayor Gabriel has requested Council confirmation of the following appointment:

- Dominick Sarte for appointment to a partial term ending on December 31, 2027.

Your consideration is appreciated.



Commission Application

Application for Appointments to the Airport, Beautification, Council on Aging, Harbor, Parks & Recreation, and Planning and Zoning Commissions

First Name: *

Dominick

Last Name: *

Sarte

Residence Address: *

Street Number & Street Name.

If appointed, select items approved for publication on City Website:

☒ Primary Phone

☐ Home Phone

☒ Email

Mailing Address: *

Mailing City: *

Kenai

Mailing State: *

AK

Mailing Zip: *

99611

Primary Phone: *

8188762747

Home Phone:

E-mail *

Dsarte123@gmail.com

Are you a Resident of the City of Kenai? *

☒ Yes

☐ No

If resident, how long?

1.5 year

Name of Spouse:

Name of Employer:

GLM energy

Commission Membership Requirements:

Airport Commission: The Airport Commission has four designated seats and three at-large seats. *If applying for the Airport Commission, be sure and select the Seat you are applying for in the next column.*

Beautification, Harbor and Parks & Recreation Commissions: May at the discretion of the Council have up to two non-resident members.

Council on Aging Commission: Members need only to reside on the Kenai Peninsula and 51% of whom must be 55-years or older.

Planning & Zoning Commission: May have 1 member that is not a resident of the City if that member has controlling ownership in a business physically located in the City.

Commission in which you are interested: *

Harbor Commission

Why do you want to be involved with this Commission?

After moving to Kenai I have been looking for ways to get involved with the community. I have attended borough planning board meetings and helped with H.A.V.E Alaska fundraisers. When I got wind of the open position with the harbor commission I was very interest and wanted to jump on the opportunity to serve the community in a way that I am familiar with.

List Current Organization Memberships:

List Past Organization Memberships:

What background, experience or other credentials do you possess to bring to the Commission?

I have a professional degree in law with a masters in environmental law and policy. In receiving both degrees, I extensively studied land use, zoning, ocean and coast law, and energy regulation policy. During my time in law school I was a member of the energy clinic where we helped many residence of the community develop different types of energy production for private homes, businesses, and farming. I had many opportunities to represent clients in front of the South Royalton, Vt planning board. With this experience I am comfortable with the systems in place and how the commissions operate. Now I would like to bring my experience to the City of Kenai.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Shellie Saner, City Clerk

DATE: January 8, 2025

SUBJECT: **Action/Approval** - Council Confirmation of Mayoral Nominations of Marti Pepper and Bridget Grieme to the Parks and Recreation Commission

Two vacancies currently exist on the Parks & Recreation Commission; two applications to the Parks & Recreation Commission were received and are attached for consideration.

Pursuant to Kenai Municipal Code 1.90.010 members are nominated by the Mayor and confirmed by the City Council. Mayor Gabriel has requested Council confirmation of the following appointment:

- Marti Pepper for appointment to a partial term ending on December 31, 2027.
- Bridget Grieme for appointment to a partial term ending on December 31, 2026.

Your consideration is appreciated.



Commission Application

Page 150

Application for Appointments to the Airport, Beautification, Council on Aging, Harbor, Parks & Recreation, and Planning and Zoning Commissions

First Name: *

Marti

Last Name: *

Pepper

Residence Address: *

If appointed, select items approved for publication on City Website:

☒ Primary Phone

☐ Home Phone

☒ Email

Mailing Address: *

Mailing City: *

Kenai

Mailing State: *

AK

Mailing Zip: *

99611

Primary Phone: *

907-398-7870

Home Phone:

E-mail: *

martipepper@kw.com

Are you a Resident of the City of Kenai? *

☒ Yes

☐ No

If resident, how long?

10 years

Name of Spouse:

Robert Pepper

Name of Employer:

Self Employed, Redoubt KW Real Estate

Commission Member Requirements:

Airport Commission: The Airport Commission has four designated seats and three at-large seats. *If applying for the Airport Commission, be sure and select the Seat you are applying for in the next column.*

Beautification, Harbor and Parks & Recreation Commissions: May at the discretion of the Council have up to two non-resident members

Council on Aging Commission: Members need only to reside on the Kenai Peninsula and 50% of whom must be 55-years or older.

Planning & Zoning Commission: May have 1 member that is not a resident of the City if that member has controlling ownership in a business physically located in the City.

Commission in which you are interested: *

Parks and Rec

Airport Commission Designated Seats:

Why do you want to be involved with this Commission?

I have been wanting to get more involved in Kenai for awhile. Parks and Rec is a way to do that. I also love our Kenai Parks.

List Current Organization Memberships:

Kenai Peninsula Food bank, Executive Director
Kenai Chamber through Keller Williams
Kenai Pen Assc of Realtors
Kenai Builders Assc through Keller Williams

List Past Organization Memberships:

Alaska MLS, Director
Ken Pen Assc of Realtors, President
KdII, Director
NPRSA Hockey board member (long long ago)

What background, experience or other credentials do you possess to bring to the Commission?

These roles have strengthened my leadership, community engagement, and relationship-building skills.



Commission Application

Application for Appointments to the Airport, Beautification, Council on Aging, Harbor, Parks & Recreation, and Planning and Zoning Commissions

First Name: *

Bridget

Last Name: *

Grieme

Residence Address: *

Street Number & Street Name.

If appointed, select items approved for publication on City Website:

☒ Primary Phone

☐ Home Phone

☒ Email

Mailing Address: *

Mailing City: *

Kenai

Mailing State: *

AK

Mailing Zip: *

99611

Primary Phone: *

9073942163

Home Phone:

E-mail *

bhgrieme@gmail.com

Are you a Resident of the City of Kenai? *

☒ Yes

☐ No

If resident, how long?

22 years

Name of Spouse:

Jeremy Grieme

Name of Employer:

State of Alaska

Commission Membership Requirements:

Airport Commission: The Airport Commission has four designated seats and three at-large seats. *If applying for the Airport Commission, be sure and select the Seat you are applying for in the next column.*

Beautification, Harbor and Parks & Recreation Commissions: May at the discretion of the Council have up to two non-resident members.

Council on Aging Commission: Members need only to reside on the Kenai Peninsula and 51% of whom must be 55-years or older.

Planning & Zoning Commission: May have 1 member that is not a resident of the City if that member has controlling ownership in a business physically located in the City.

Commission in which you are interested: *

Parks and Recreation Commission

Why do you want to be involved with this Commission?

As a lifelong Alaskan and Kenai resident for over twenty years I am dedicated to helping preserve the small town feel of our country's larger state. Kenai Parks & Recreation has been responsible for a lot of family memories and opportunities as my kids grew up. Kenai Parks & Recreation continues to provide facilities and opportunities to Kenai residents of all ages, and I would like to be a small part of that.

List Current Organization Memberships:

Kenai Peninsula Borough Mayor Citizen Advisory Board Member

List Past Organization Memberships:

Our Lady of the Angels Parish Council
Kenai Middle School Site Council
Kenai Central High School Site Council

What background, experience or other credentials do you possess to bring to the Commission?

I have served on numerous school and extra curricular boards in leadership positions over the years. As a parent of grown children I would like the opportunity to continue to give back to my community. Professionally, and in my personal endeavors I have shown myself to be a respected leader with a "get 'er done attitude".



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3448-2025**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE SECTION 14.22.010 - LAND USE TABLE, TO ALLOW AIRPORTS AS A PRINCIPAL PERMITTED USE IN THE AIRPORT LIGHT INDUSTRIAL ZONE.

WHEREAS, the Imagine Kenai 2030 Comprehensive Plan ("Comprehensive Plan"), identified a Land Use objective to review existing zoning and subdivision codes to determine if they address current and future land uses adequately; and,

WHEREAS, the Kenai Municipal Airport and surrounding land was transferred to the City of Kenai by the federal government in 1963 and was a permitted use within the Conservation zone; and,

WHEREAS, the City of Kenai enacted Kenai Municipal Code Section 14.20.065 - Airport Light Industrial (ALI) Zone in May 2016 with Ordinance 2884-2016; and,

WHEREAS, the City of Kenai rezoned 51 parcels owned by the City, including the Kenai Municipal Airport, within the Airport Reserve Boundary to ALI in May 2016 with Ordinance 2885-2016; and,

WHEREAS, Airports are currently considered a conditional use within the ALI zone; and,

WHEREAS, Airports should be a principal permitted use within the ALI zone; and,

WHEREAS, at its meeting on January 8, 2025, the Planning and Zoning Commission voted to recommend the City Council enact Ordinance 3448-2025; and,

WHEREAS, at its meeting on January 9, 2025, the Airport Commission voted to recommend the City Council enact Ordinance 3448-2025; and,

WHEREAS, it is in the best interests of the City to align the zoning code to current land uses around the Kenai Municipal Airport to clarify the type of development sought for future economic investments.

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

Section 1. Amendment of Section of Kenai Municipal Code: That Kenai Municipal Code, Section 14.22.010 - Land Use Table, Industrial subsection, Airports is hereby amended as follows:

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	WW
INDUSTRIAL																		
Airports	<u>P</u> [C]	P ²⁰	C	N	C	N	N	C	C	C	C	C	N	C	N	N	C	C

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 5TH DAY OF FEBRUARY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	January 15, 2025
Enacted:	February 5, 2025
Effective:	March 7, 2025



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kevin Buettner, Planning Director

DATE: January 15, 2025

SUBJECT: **Ordinance 3348-2025** - Amending Kenai Municipal Code Section 14.22.010 - Land Use Table, to Allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone.

At their January 8, 2025 meeting, and in accordance with KMC 14.05.010 Duties and Powers, the Planning and Zoning Commission reviewed the proposed ordinance amending the KMC Section 14.22.010 - Land Use Table. Concurrently, at their January 9, 2025 meeting, and in accordance with KMC 1.95.010 Duties and Powers, the Airport Commission also reviewed the proposed ordinance amending the KMC Section 14.22.010 - Land Use Table.

In May 2016, Kenai City Council enacted the Airport Light Industrial (ALI) zone and subsequently rezoned fifty-one (51) city owned parcels within the Airport Reserve Boundary to the new ALI zone. During this rezoning process, it was not noted that Airports were only considered a principal permitted use in the Conservation zone, which is what the Kenai Municipal Airport was zoned prior to 2016. This amendment to the KMC is generally administrative in nature and is necessary to align the zoning code to current land uses in and around the Airport to clarify the type of development sought for future economic investments.

The commissions both recommended Council enact the ordinance.



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Shellie Saner, City Clerk

DATE: January 7, 2025

SUBJECT: **Scheduling a Board of Adjustment Meeting for the Purpose of Approving Minutes.**

The Board of Adjustment (BOA) held two hearings in 2024. Prior to those two hearings, the BOA had not met since 2022, and the minutes from the 2022 meetings were not approved until 2024.

Timely approval of hearing minutes is highly recommended, as it allows the Board Members who participated in the hearing are the ones approving the minutes. This practice is also crucial for preserving an accurate historical record.

The Clerk's Office is requesting a BOA meeting be scheduled for the purpose of approving the October 15, 2024 BOA Hearing minutes. It is anticipated that this meeting will take 15 minutes or less and could be scheduled immediately preceding a regular Council meeting.

SUMMARY OF REPORT



The Council on Aging commission made three goals for 2024:

Goal #1 - Enhance Kenai Senior Center (KSC) Community Outreach and Membership.

Goal #2 - Discuss and Research adding more Senior Housing for the City of Kenai.

Goal #3 - Assist the KSC staff in researching topics that can enrich Senior Programs.

All Goals were accomplished with a Council on Aging Commission recommendation to continue work on goals and achieve implementations for the website changes and city council senior housing research authorization in 2025.

MISSION STATEMENT



The purpose of the Council on Aging Commission is to advise the Council and Administration on issues involving the Kenai Senior Center and senior citizen programs supported by the City. Duties include reviewing and providing recommendations on any master plans for senior citizen services; acting in an advisory capacity to the Council and the Administration on matters affecting the Senior Center and senior citizen services provided by the City; making recommendations to the City Manager on the budget for the City's Senior Center; submitting annually a list of the recommended capital improvements; and providing information and recommendations as requested by the City Council and Administration.

HIGHLIGHTS



Goal #1 was supported with the plan to update the City of Kenai Webpage design and by adding easy-to-use features for the Senior Services section and by the successful "Bring a Friend to Lunch Day" event.

Goal #2 was supported with numerous discussions and research on adding more senior housing and on an action plan to have the commission representative request the city council authorize formal research in 2025.

Goal #3 was supported with assistance in researching intergenerational programs that connect high school or college-aged youth with lonely or isolated senior adults.

ACCOMPLISHMENTS

Goal #1 - A Power Point Briefing was created for city staff showing an updated model for the City of Kenai Webpage and Senior Services section that incorporates all the changes to support Goal #1. These changes allow Seniors to access the Senior services section in only two clicks instead of 5 clicks and advertised the age of 60 to use senior services. The Bring a "Friend to Lunch Day" was a great success and provided outreach to the community.

Goal #2 - Research on additional senior housing was successfully completed and will continue in 2025.

Goal #3 - In-depth research was conducted and a 22 page research report was prepared for the Kenai Senior Center Staff. An outreach letter and questionnaire was also developed for use in soliciting inputs from schools and colleges on what programs they had supporting intergenerational programs that connect high school or college-aged youth with lonely or isolated senior adults.



EDUCATION AND OUTREACH

Goal #1 encompassed education and outreach to the Kenai community.



**KENAI PARKS & RECREATION COMMISSION – REGULAR MEETING
JANUARY 2, 2025 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Parks & Recreation Commission was held on January 2, 2025, in the Kenai City Council Chambers, Kenai, AK. Commissioner Stephens called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

2. Roll Call

There were present:

Charlie Stephens

Sharon Fisher

A quorum was not present.

Absent:

Grant Wisniewski, Chair
Michael Bernard

Kyle Graham, Vice Chair

Also in attendance were:

Tyler Best, Parks & Recreation Director
Jenna Brown, Parks & Recreation Assistant Director
Sovala Kisena, City Council Member

3. Agenda Approval

B. SCHEDULED PUBLIC COMMENTS

C. UNSCHEDULED PUBLIC COMMENTS

D. APPROVAL OF MINUTES

1. November 7, 2024 Regular Meeting Minutes

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** -Review work plan summary report from fy25
2. **Discussion-** Discuss work plan goals for 2025

G. REPORTS

1. Parks & Recreation Director
2. Commission Chair
3. City Council Liaison

H. ADDITIONAL PUBLIC COMMENTS**I. NEXT MEETING ATTENDANCE NOTIFICATION – February 6, 2025****J. COMMISSION QUESTIONS AND COMMENTS****K. ADJOURNMENT****L. INFORMATIONAL ITEMS**

1. Parks & Recreation Midmonth Report – November 24

Due to a lack of a quorum, the meeting was adjourned at 6:06 p.m.

I certify the above represents accurate minutes of the Parks & Recreation Commission meeting of January 3, 2025.

Meghan Thibodeau
Deputy City Clerk



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: January 3, 2025
SUBJECT: **Airport Mid-month Report December 2024**

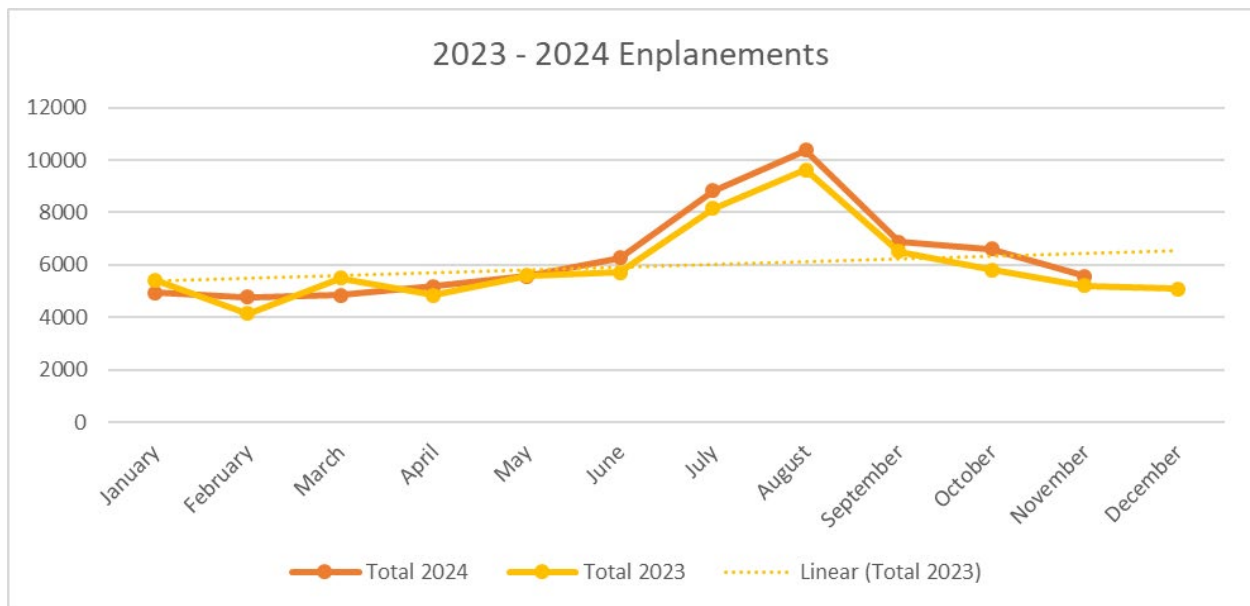
Disadvantage Business Enterprises (DBEs) Meeting - The Airport recently held an information-gathering meeting on December 18, 2024, to discuss the availability of disadvantaged and non-disadvantaged businesses, the effects on opportunities for Disadvantaged Business Enterprises (DBEs), and the Airport's efforts to promote equitable participation in its DBE goal-setting process. Several individuals attended the meeting and provided valuable feedback, contributing meaningful insights to help shape future initiatives.

AIP Grant 3-02-0142-072-2022- The Airport received the final financial closeout letter from the FAA. The Final grant amount was \$135,575.48. This project accomplished installing a new sliding gate and purchased an edge light cleaner to improve the efficiency of snow removal operations.

AIP Grants 3-02-0142-064-2020 and 3-02-0142-065-2021- The administrative closeout documents were submitted for both of these grants which is the last step in the grant process. These grants helped accomplish the construction of the sand storage building to improve the efficiency and safety of snow removal operations.

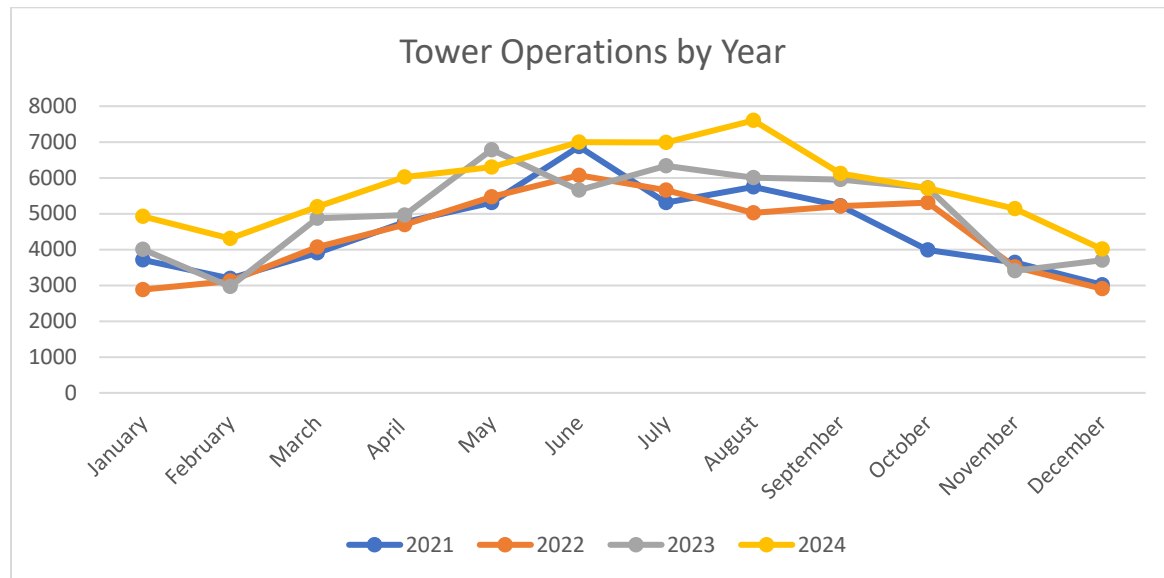
Monthly Enplanements

Month	Grant 2024	Kenai 2024	Ravn 2023	Grant 2023	Kenai 2023	Total 2024	Total 2023	Change from 2023 to 2024
January	3218	1719	2799	2326	305	4937	5430	-493
February	3207	1553	2711	1199	229	4760	4139	621
March	3508	1325	2982	2236	280	4833	5498	-665
April	3847	1326	2529	2087	220	5173	4836	337
May	4024	1546	2547	2432	608	5570	5587	-17
June	4635	1624	2371	2740	590	6259	5701	558
July	6585	2231	4241	3067	836	8816	8144	672
August	7584	2798	4936	3592	1105	10382	9633	749
September	5291	1583	3429	2474	610	6874	6513	361
October	5090	1528	2159	2865	797	6618	5821	797
November	4301	1267	33	3508	1669	5568	5210	358
December			0	3439	1654		5093	
Total	51290	18500	30737	31965	8903	69790	71605	3278



Tower Operations

Year	2021	2022	2023	2024
January	3709	2882	4009	4927
February	3196	3117	2965	4313
March	3908	4069	4874	5192
April	4762	4697	4957	6022
May	5306	5472	6786	6297
June	6872	6072	5660	6998
July	5313	5654	6337	6991
August	5747	5020	6007	7602
September	5218	5215	5950	6118
October	3990	5312	5724	5710
November	3636	3517	3404	5140
December	3018	2907	3699	4010
Total	54675	53934	60372	69320





KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Juliana Scherma, Animal Control Chief
DATE: January 3rd, 2025
SUBJECT: December 2024 Monthly Report

This month the Kenai Animal Shelter took in 32 animals.

DOGS:				
	INTAKE	14	DISPOSITION	15
	Waiver	4	Adopted	7
	Stray	6	Euthanized	2
	Impound	2	Claimed	6
	Protective Custody	1	Field Release	0
	Quarantine	1	Transferred	0
CATS:				
	INTAKE	18	DISPOSITION	15
	Waiver	13	Adopted	13
	Stray	4	Euthanized	2
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	1	Transferred	0

OTHER ANIMALS:				
	INTAKE	0	DISPOSITION	0
DOA:			OTHER STATISTICS:	
	Dog	4	Licenses (City of Kenai Dog Licenses)	74
	Cat	3	Rabies Clinic	0
	Rabbit	0	Microchips	14
	Bird	0		

6 Animals brought in outside of business hours
 39 Field Investigations & Patrols
 3 Pet Food Bank Request
 0 Volunteer Hours Logged
 6 Citations
 0 Educational/Community Outreach

Total Animal Contacts:

3 Animals are *known* borough animals
 24 Animals are *known* City of Kenai
 5 Animals are *known* City of Soldotna
 0 Animals are *unknown* location

Statistical Data:

504 2022 YTD Intakes
 522 2023 YTD Intakes
 384 2024 YTD Intakes





KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: January 8, 2025

SUBJECT: Finance Department Mid-Month Report – December 2024

The department's is focused on closing the books for 2024 and completion of the City's Annual Comprehensive Financial Report. This process includes closing of the FY24 financial records, fiscal year end grant reporting, completion of the annual Audit and finally financial statement preparation. Auditors will be on site starting February 3rd for a couple of days.

On December 7th the City held a successful land auction with all eleven properties being sold in total for 118% of assessed value. Of the eleven properties sold, ten will be financed through the city, the Finance Department will assist in setting up the escrow accounts for those properties.

Preparation for the FY25 annual budget has begun. On December 4th we held the FY26 budget work session with the City Council to establish our goals for FY26, the resolution will be introduced in the January 15th Council meeting. The finance budget calendar is completed and attached for your review.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Jay Teague, Fire Chief
DATE: January 09, 2025
SUBJECT: Fire Department Mid-Month Report – December.

December	2023	2024	% change
Month totals	155	132	-14.8%
EMS	122	107	-12.3%
All Other	33	25	-24.2%
Year total	1597	1540	-3.6%

Training:

Total training hours:

- Total recorded hours- 466 (12/24-01/25)

Special Topics/external training

- Capt. Scott Summers and Sr. FF Cory Lehl completed their Fire Service Instructor 2 class at Central Emergency Services
- Carlile completed their on-site hazardous materials transportation awareness training with all shifts. Personnel were educated about hazards related to crude oil transport via tanker trailers and emergency response measures
- Forcible entry training- We borrowed a forcible entry training prop from CES to instruct PFFs Nelson and Alberts on principles of forcible entry. Invitation extended to Kenai Police Department for instruction as well.
- DC Coots recertified as child passenger safety technician
- PFF Alberts completed ambulance driver training, CPR, SCBA orientation, fire hose deployment, ground ladders, emergency trauma technician

Upcoming training

- Enstar annual safety training upcoming this month
- Homer Electric annual safety training

Projects/Grants/Misc:

- Added Sublingual Zofran to medication list for service to Kenai Patients
- AFG Grants submitted.
- Received quotes for replacing Fire Marshall's truck. (Budgeted for replacement this year.)
- Chief Teague voted onto Education Board at Kenai Peninsula College for medical program.

Budget/Misc:

Due to vacancies and shift coverage needs, our overtime budget will need consideration for supplementation.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Katja Wolfe, Library Director
DATE: January 6, 2025
SUBJECT: Library Report for December 2024

SERVICES



4981 Visitors

54 New Members



462 Computer Sessions

5422 WiFi Sessions



101 Room Reservations

246 Hours of Use

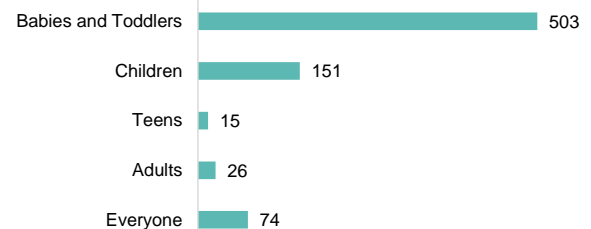
PROGRAMS AND EVENTS



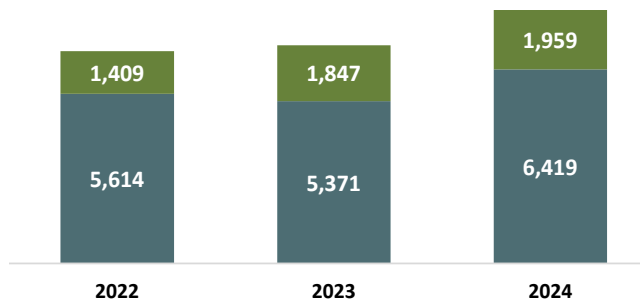
769 Participants

50 Programs

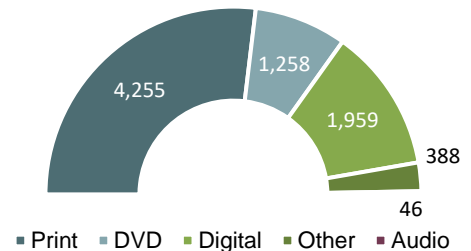
Program Attendance



CIRCULATION



■ Physical Checkouts December ■ Digital Checkouts December



■ Print ■ DVD ■ Digital ■ Other ■ Audio



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: November 12th, 2024

SUBJECT: Mid-Month Report-December

There was a small amount of snow at the beginning of the month, allowing the parks team to groom the ski trails several times, making them skiable for all. However, due to poor weather, they have not been able to get the grooming equipment on the trails since the middle of the month. The Annual Solstice Ski Event that Relay for Life put on was moved to January 21st due to a lack of snow.

Dubenspeck Pond was skatable during a cold snap in December, but it is no longer skatable due to recent weather and rain. However, when there is a future cold snap, the Parks team has added additional lighting, which looks very pretty. (see photo below)

At the Rec Center, Kenai City League basketball will start next month, and sign-ups for individuals and teams are currently active. Additionally, at the Rec, it was discovered that the newly painted gym floor lines were not painted to the correct measurements; the contractor will come down in the near future to correct this mistake, which will result in the gym being closed for several weeks. However, the weight room should only need to be closed for several days.

Rec Center Visits November

Weight Room/Cardio Room	1061
Racquetball /Wallyball	198
Shower/Sauna	58
Gymnasium	1558
Gym Rental Visits	141
Total Number of Visits	3016



KENAI

Daubenspeck Pond after being flooded





KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: January 7th, 2025

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

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

Attached is a recap of the KRSMA meeting held on December 12th at 5:30 pm. The next meeting will be on January 9th at 5:30 p.m. at the Soldotna Public Library.

Kenai River Special Management Area Advisory Board Meeting Recap

I attended the Kenai River Special Manager Advisory Board meeting on December 12th at 5:30 p.m. The Board consists of 17 members: 9 public members, three agency voting members, and five agency non-voting members.

Public Comment

No public comment during the beginning of the meeting

Alaska Department of Fish and Game and the United States Fish and Wildlife Service Multi-year Radio Tagging Study of Kenai River Adult Coho Salmon presentation:

Ken Gates gave a presentation on efforts to tag and track Coho(Silver) salmon once they reach the Kenai River.

- Why Coho? Because the Coho fishery lacks a proper management program.
- There are 2 phases to their current project
- First phase- Assessment of current distribution and variability in individual population level contributions relative to overall stock complex
- The second phase is currently unfunded, but its goal is to implement a stock-specific abundance and run timing (SSART) model
- Currently, they use drift net-nets by Bear Creek to catch and tag Coho's. They tagged 1,306 Cohos
- They hope the information tagged fish provide will help create a better management program.

Alaska State Parks

- In mid-January, new members will be solicited to join the KRSMA board.
- A new rebuild is being planned for the Big Eddy Recreation Site.
- State Parks bought 20 acres above Eagle Rock Boat launch to expand parking lot opportunities eventually.
- The newest ranger position has been filled
- Kenai River Guide Academy will be set up in February at the College, which is required for anyone who wants to guide on the Kenai.

DEC Report

- The Department of Environmental Conservation reported that they are working on a report to see if Alaska Waters meets acceptable standards
- Reviewing Alaska Clean Water grants, an example of one of these projects is at the River Center, where they will use this grant funding to install a rain garden, which will be installed this summer.

Alaska Department of Fish and Game

- King Forecast will be coming out at the beginning of the year, and the expectation is not to be better than last year

United States and Wildlife Service

- Fishing Access by the Ferry on the Russian River is getting upgraded this spring to protect the bank.

United States Forest Service

- Russian River Campground improvement. Their Contractor will end their work soon for the winter and begin construction again in early spring.
- They are currently working to hire a steam watch volunteer coordinator and the Russian River campground coordinator.

City of Kenai

- The PU fishery Dipnet report is available on the City Website
- The last summer there was a CISPRI **drill** to practice protecting the mouth of the Kenai River in the event an oil spill did happen.

City of Soldotna

- These two resolutions will be at the mid-December for Soldotna,
 - Resolution 2024-041 – Requesting the Governor of the State of Alaska Designate by Proclamation the Area of the Upper Cook Inlet East Side Set Net Fishery as an Area Impacted by an Economic Disaster in 2024 and Supporting a Recovery Plan
 - Resolution 2024-042 – Adopting an Alternate Allocation Method for the FY25 Shared Fisheries Business Tax Program and Certifying that This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 14: Cook Inlet Area.

Kenai Peninsula Borough (no representative)

- **No report**

Committee Reports

- **No reports**

New Business

1. Guide Advisory: Dave and Monte usually serve on this committee;
2. Habitat/River Use: Shannon Martin wanted to be part of this committee as long as with Mr. Taplin. These committees will meet jointly for the time being.

Public Comment

Two members of the public who were in attendance testified that the KRSMA board needed better public notice of its meetings and that the Kenai River is a vital community resource. They also want to see the meeting videos to find them easier.



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

THROUGH: Kevin Buettner, Planning Director

FROM: Beth McDonald, Planning Assistant

DATE: January 7, 2025

SUBJECT: Planning and Zoning – December 2024 Monthly Report

General Information

The end of the year was fairly quiet in the Planning Department, but we took advantage of the time to develop an internal code enforcement policy in conjunction with the City Attorney and City Manager. We were also able to review open code enforcement cases to determine if properties were compliant and began compiling a list of properties to address in 2025.

Staff has also begun making additional administrative changes to procedures to ensure a more streamlined process for most planning and zoning activities.

Public Inquiry

See attached report for the full year.

*Note: Numbers for December do not include direct calls to the Planning Director or Planning Technician, only those through the general planning line.

Application Summary

- Lands - See attached report for the full year.
- Leases – See attached report for the full year.
- Planning & Zoning – See attached report for the full year.

Code Enforcement and Compliance

In December, Planning and Zoning received two (2) new complaints and one (1) case was closed. There is a cumulative total of eighteen (18) open cases for 2024.

We are still working on the requirements for Cloud Permit, the code enforcement program.

In 2024, Planning and Zoning received a total of 57 complaints, resulting in 53 cases opened, of which 35 were closed. Our current total of open cases is 26, with 4 cases referred to other departments. The attached report shows the breakdown of types of complaints, as well as the current case status.

Planning and Zoning Commission

One (1) public meeting was held in the month of December with the following actions/recommendations.

- **Resolution PZ2024-24** – Recommending Approval of Preliminary Plat – FBO Subdivision 2024 Addition for a Replat of Lots 5A and 5B of FBO Subdivision No. 10 Located in the Airport Light Industrial (ALI) Zoning District.

In 2024:

- ❖ There were 14 public meetings in 2024, and 1 work session.
- ❖ There were 24 Resolutions presented to the commission.
 - 9 Preliminary Plats (1 denied)
 - 11 Conditional Use Permits (1 denied)
 - 1 Encroachment Permit
 - 1 Variance Permit (denied)
- ❖ 3 Resolutions were forwarded to 2 hearings of the Board of Adjustment, where the decision of the Commission was upheld.
- ❖ There were 12 Action/Approvals presented to the Commission:
 - Recommendations to Council: 5
 - Home Occupation Permit Approvals: 2
 - Lease Approvals: 3
 - Street Rename: 1
 - CUP Transfer: 1



Public Inquiries

December 31, 2024 | 12:32:53

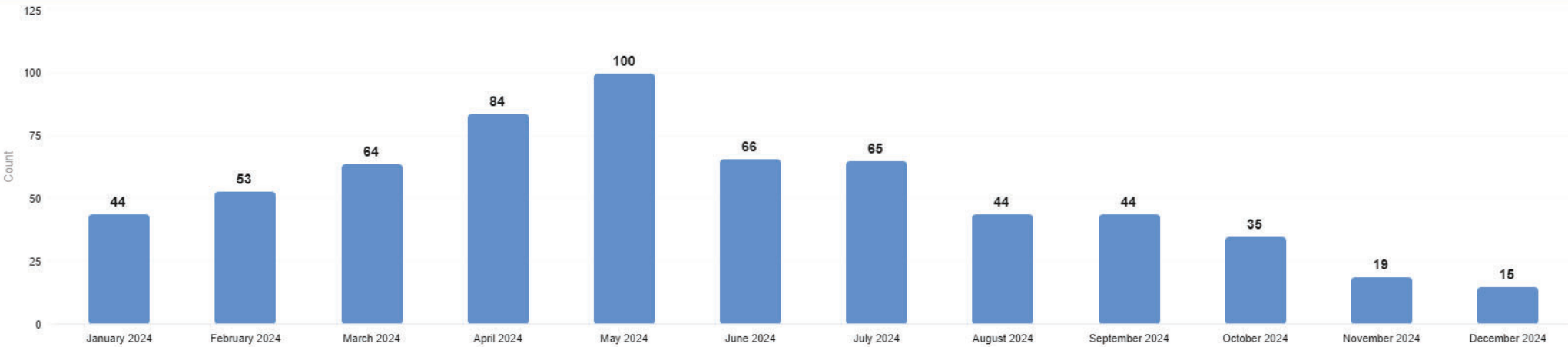
Average Days to Respond to a Public Inquiry

3.025

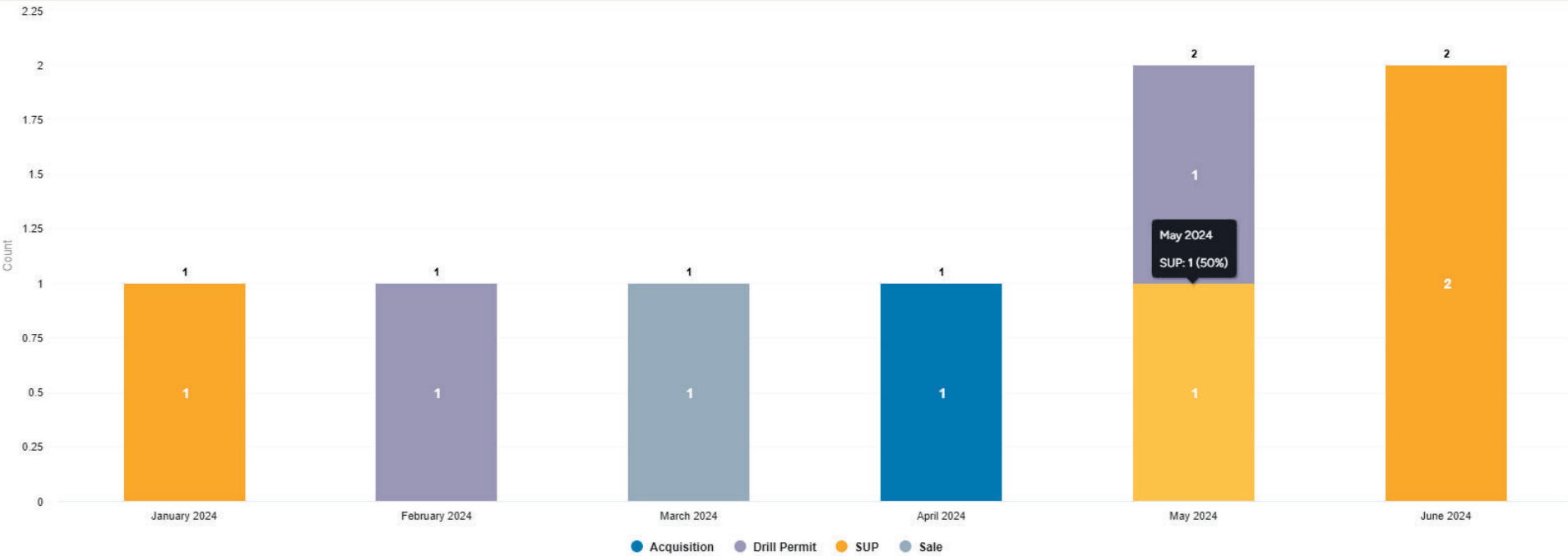
No. of Public Inquiries

633

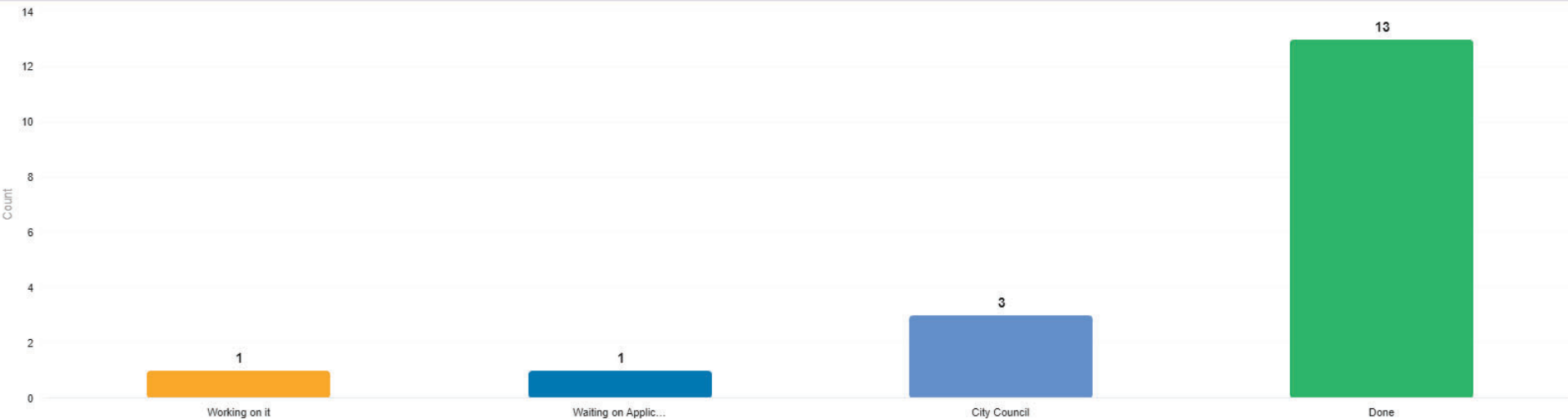
Year-to-Date: No. of Public Inquiries by Month



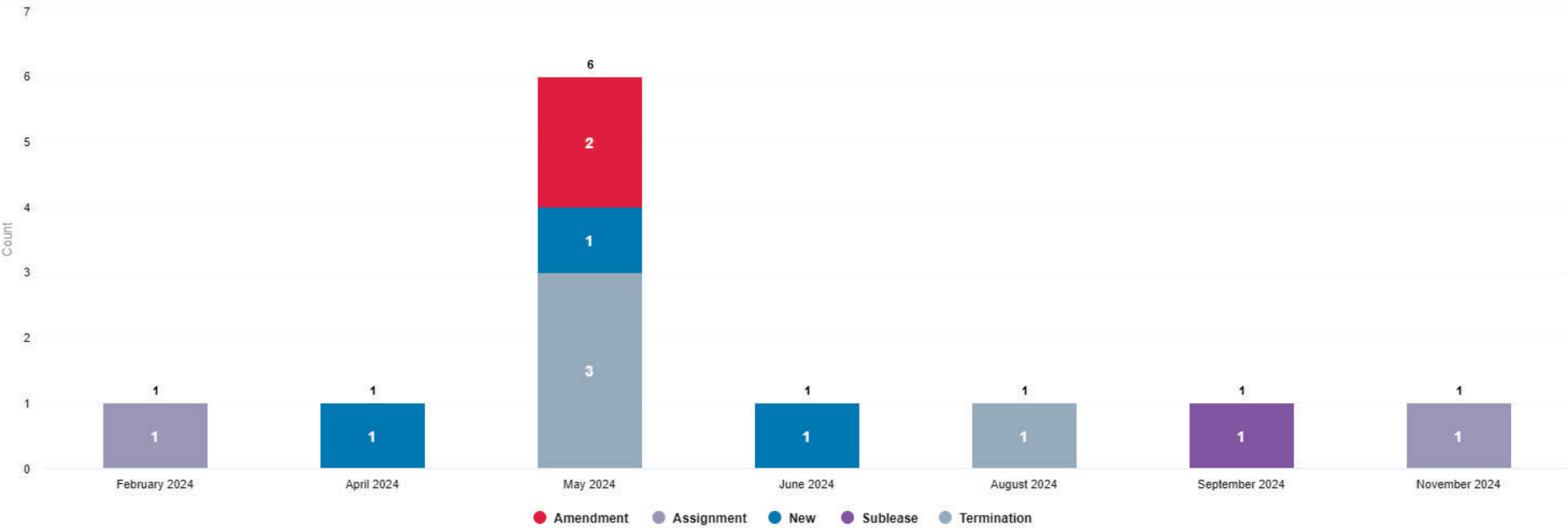
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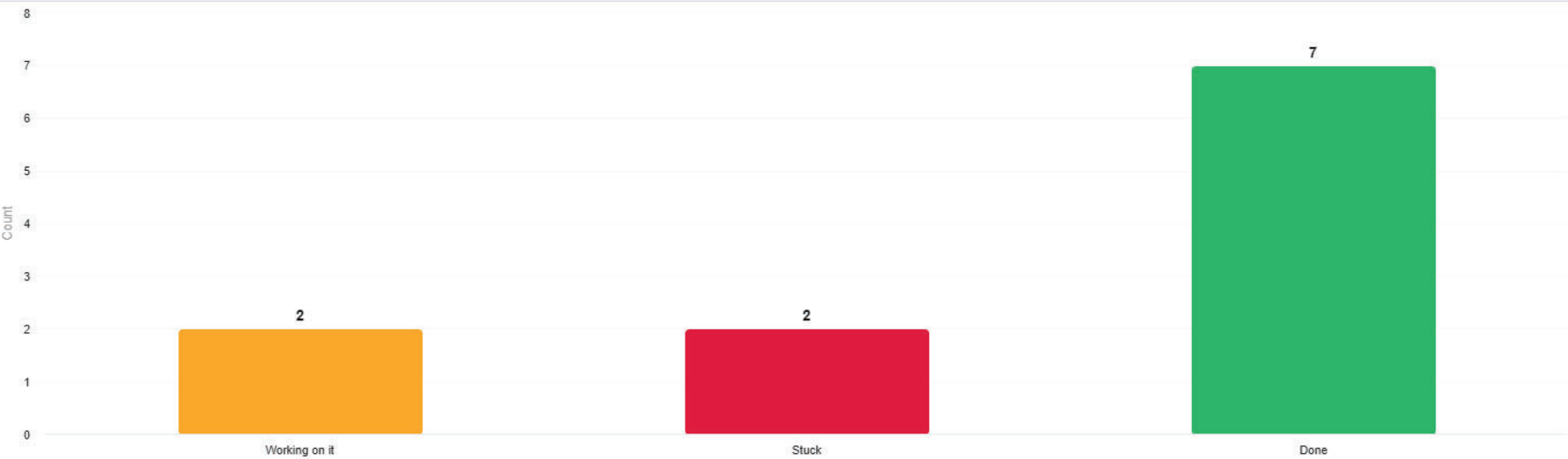
Application Status



YTD Lease Applications



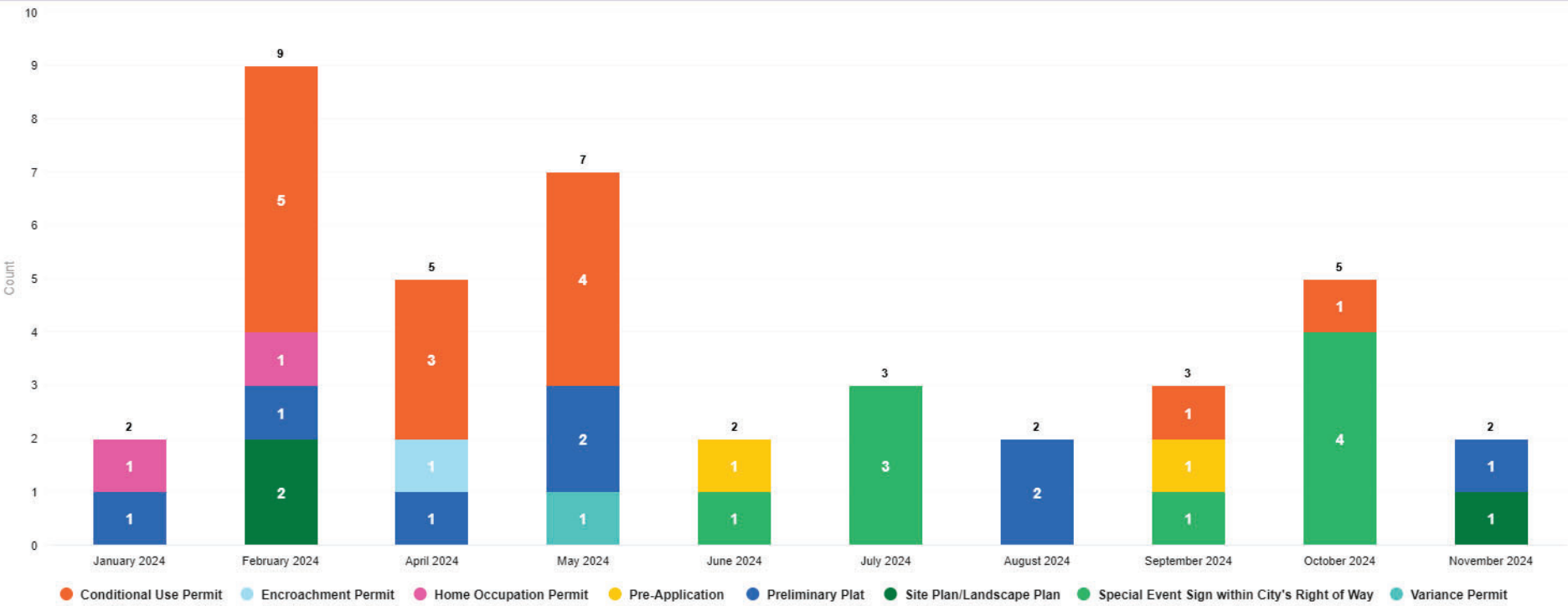
Status



Project Planning

December 31, 2024 | 11:07:35

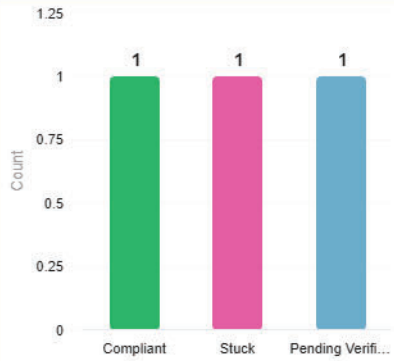
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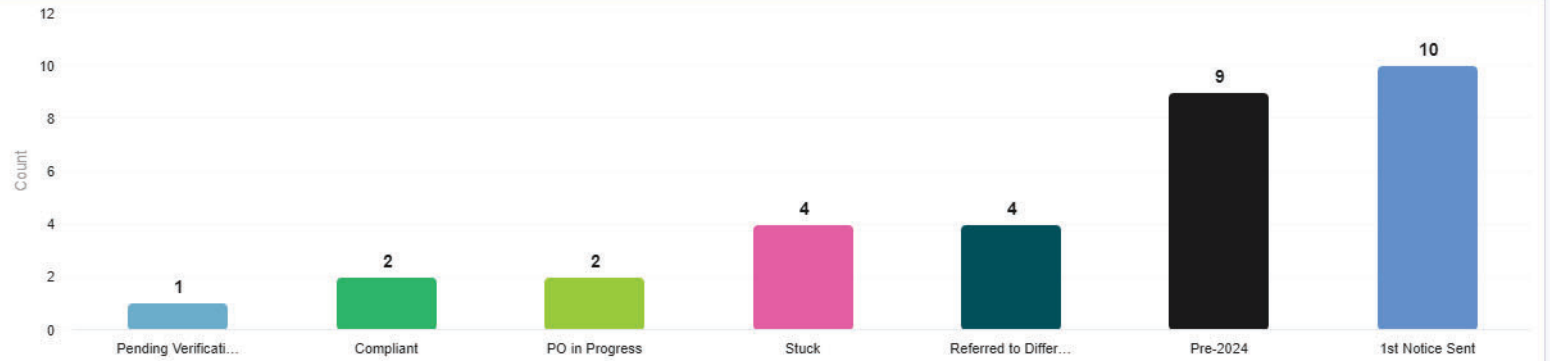
Complaints

December 31, 2024 | 11:10:02

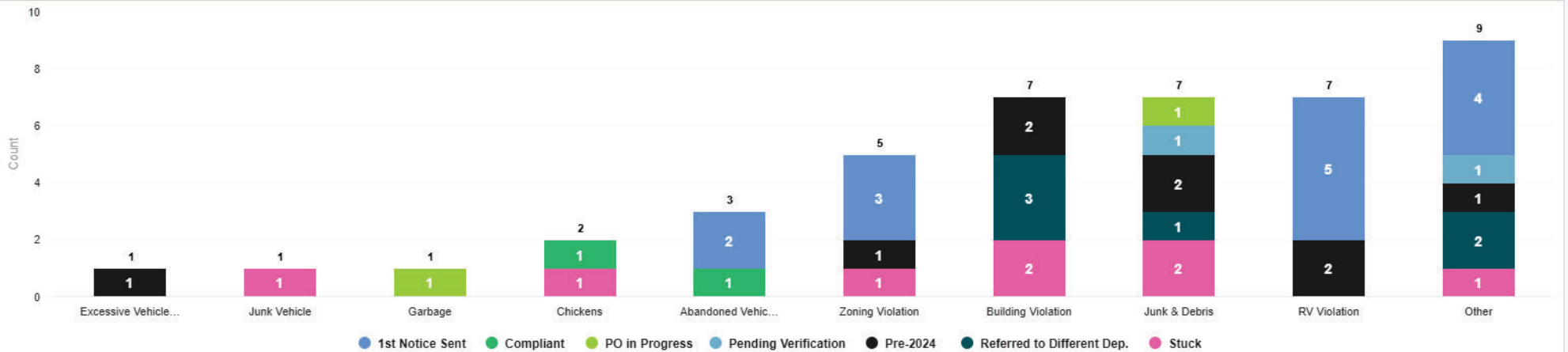
Last Month



Case Status



Cases by Violation Type (Can Overlap)





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: David Ross, Police Chief

DATE: January 3, 2025

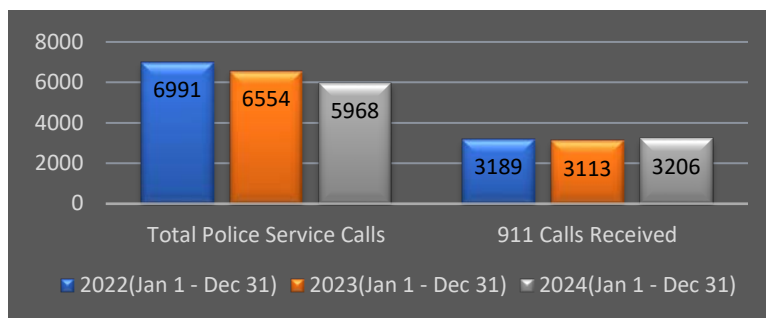
SUBJECT: **Police & Communications Department Activity – December 2024**

Police handled 463 calls for service in December and 242 calls were received by dispatch via 911. Officers made 30 arrests. Traffic enforcement resulted in 156 traffic contacts with 24 traffic citations issued and there were 6 DUI arrests. There were 19 reported motor vehicle collisions. There were 5 collisions involving moose and no collisions involving drugs or alcohol.

Two police supervisors attended a three-day Police Executive Development Conference in Anchorage. One police officer attended the two-week lateral academy in Sitka. The Officer on the regional SWAT team attended two days of training.

One new dispatcher, that previously worked for the Department, started in December and was in a shortened period of field training for the month. One new officer was hired and is set to start employment in January. The Police Department continues to recruit for a second police vacancy.

The School Resource Officer (SRO) taught DARE at Mountain View Elementary for the month of December, in addition to handling a number of police related calls in various schools.





MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: January 7, 2025
SUBJECT: Public Works Mid-month Report January 2025

5-Year Capital Improvement Plan has been finalized and submitted for approval. The following projects are planned to start this winter.

- Parks & Recreation Master Plan – Out for Proposals
- Emergency Services Facility Assessment – Out for Proposals
- Dugout Replacement Construction – Expected to bid in early 2025
- Senior Center Front Entry and Canopy Repair
- Vintage Point Kitchen/Bathroom Remodel Design
- Harbor Float Replacement
- Sewer Lift Station Upgrades
- Street Lighting Improvement Design

Multiple capital projects are currently ongoing throughout the City.

- Kenai Municipal Airport Runway Rehabilitation Project
- Kenai Municipal Airport Operations Building HVAC Controls Upgrade & Boiler Replacement Project
- Kenai Municipal Airport Master Plan Update
- USACE Kenai Bluff Bank Stabilization Project
- Wastewater Plant Digester Blowers Replacements
- Water Treatment Plant Pumphouse

The Building Department issued 50 residential and 41 commercial building permits in calendar year 2024. The Building Official is kick starting our Safety Committee working on setting up regular meetings within departments.

The Streets Department continues to manages the constantly changing weather conditions we are experiencing this winter. We have been focusing considerable efforts on sanding with the rain and warm conditions.



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: January 2, 2025
SUBJECT: December 2024 Monthly Report

December arrived in true holiday spirit, featuring a dazzling Christmas Fashion Show, a festive gift exchange, various holiday presentations, delightful holiday crafts, and Breakfast with Santa. A highlight of the month was a heartwarming performance by Cook Inlet Academy's Christmas Choir singing Christmas carols.

	2024	2023
Home Delivered Meals	2121	1916
Individuals	95	83
Dining Room (Congregate) Meals	747	1386
Individuals	140	161
Transportation (1-way rides)	171	247
Individuals	23	23
Grocery Shopping Assistance	5/19	18/35
Writers Group	17	31
Caregiver Support Group	6	7
Growing Stronger Exercise	271	290
Tai Chi Class	39	53
TOPS Weight Loss Class	63	46
Bluegrass & Music Sessions	94	103
Card Games	61	139
Wii Bowling	11	41
Arts & Crafts	22	43
Total Event Sign-ins *	1796	1990
Individuals *	203	176
Vintage Pointe Manor Vacancies	2	1

*(not including home meals clients)