



Kenai City Council - Regular Meeting

March 20, 2024 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

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

1. Central Area Rural Transit System (CARTS) Update and Status Report, CARTS Board of Directors President Jodi Stuart and Executive Director Jessica Schultz.

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3402-2024** - Accepting and Appropriating a Donation to the Kenai Community Library for Library Materials, Programming, Furniture and Shelving. (Administration)
2. **Ordinance No. 3403-2024** - Amending Sections of Kenai Municipal Code Chapters 21.10 - Leasing and Acquisition of Airport Reserve Lands, and 22.05 - Disposition of City Lands, to Extend the Time Allowed for Private Development on City Leased Lots and Requiring Certain Financial Assurances Prior to Lease Execution. (Administration)
3. **Resolution No. 2024-08** - Awarding a Contract to Provide Health and Life Insurance Consulting Services. (Administration)
4. **Resolution No. 2024-09** - Awarding a Contract for Kenai Visitor and Cultural Center Facility Management Services. (Administration)
5. **Resolution No. 2024-10** - Awarding a Contract for City of Kenai Tourism and Marketing Services. (Administration)
6. **Resolution No. 2024-11** - Approving the Use of the Fleet Replacement Fund for the Purchase of One Ford Police Interceptor Utilizing the State of Alaska Equipment Fleet Contract. (Administration)

- [7.](#) **Resolution No. 2024-12** - Authorizing the City Manager to Enter into a Bar and Lounge Concession Agreement for the Kenai Municipal Airport. (Administration)

F. **MINUTES**

- [1.](#) *Regular Meeting of March 6, 2024. (City Clerk)

G. **UNFINISHED BUSINESS**

- [1.](#) **Ordinance No. 3392-2024** - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District. (Knackstedt) *[On 02/21/24 this item was postponed to 03/20/24.]*

H. **NEW BUSINESS**

- [1.](#) ***Action/Approval** - Bills to be Ratified. (Administration)
- [2.](#) ***Action/Approval** - Purchase Orders and Purchase Order Amendments Requiring Council Approval in Accordance with KMC 7.15.020. (Administration)
- [3.](#) ***Action/Approval** - Special Use Permit to the Alaska Youth Soccer Association for RV Parking at the Multi-Purpose Facility Parking Lot. (Administration)
- [4.](#) ***Action/Approval** - Special Use Permit to the Alaska Youth Soccer Association for RV Parking at the Kenai Sports Complex Parking Lot. (Administration)
- [5.](#) ***Ordinance No. 3404-2024** - Increasing Estimated Revenues and Appropriations in the Airport Fund to Provide Supplemental Funding for 100 Low Lead Float Plane Basin Fuel. (Administration)
- [6.](#) ***Ordinance No. 3405-2024** - Increasing Estimated Revenues and Appropriations in the Congregate Housing Fund for Costs Above Budgeted Amounts. (Administration)
- [7.](#) ***Ordinance No. 3406-2024** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Airport Improvement Capital Project Funds and Authorizing a Final Adjusting Contract Amendment to the Professional Services Agreement with HDL Engineering for Construction Administration Services for the 2020 Kenai Municipal Airport Sand Storage Facility Project. (Administration)
8. **Discussion** - Scheduling Council Employee Evaluations (Mayor Gabriel)

I. **COMMISSION / COMMITTEE REPORTS**

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

J. **REPORT OF THE MAYOR**

K. **ADMINISTRATION REPORTS**

- [1.](#) City Manager

2. City Attorney
3. City Clerk

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

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

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

https://us02web.zoom.us/meeting/register/tZ0qd-2tpj0sGdUPicMKgvdGpdQbX_k1bJH-



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**CITY OF KENAI
ORDINANCE NO. 3402-2024**

AN ORDINANCE ACCEPTING AND APPROPRIATING A DONATION TO THE KENAI COMMUNITY LIBRARY FOR LIBRARY MATERIALS, PROGRAMMING, FURNITURE AND SHELVING.

WHEREAS, the Kenai Community Library received a \$11,500 in donations from community members and the Friends of the Kenai Community Library; and,

WHEREAS, the donations will be used for materials, programming, furniture, and shelving; and,

WHEREAS, the materials will be added to our print collection in memory of Don Weller; and,

WHEREAS, the funds earmarked for programming will bolster and enhance our STEAM (Science, Technology, Engineering, Arts, and Mathematics), Summer Reading, and other programs; and,

WHEREAS, the furniture will provide additional seating in the Kids' Spot; and,

WHEREAS, shelving will provide additional storage for materials and programming supplies; and,

WHEREAS, acceptance of these donations to further the mission of the Kenai Community Library is in the best interest of the City and its residents.

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

Section 1. That the City Manager is authorized to accept these donations in the amount of \$11,550.

Section 2. That the following budget revision is authorized:

General Fund:

Increase Estimated Revenues–	
Miscellaneous Donation	<u>\$11,550</u>
 Increase Appropriations –	
Library – Small Tools/Equipment	\$ 9,400
Library – Operating and Repair Supplies	1,700
Library – Advertising	300
Library – Printing and Binding	100
Library – Books	<u>50</u>
	<u>\$11,550</u>

Section 3. That the City Manager is authorized to expend these funds in line with the intentions of the donors.

Section 4. Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder

of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: March 6, 2024
Enacted: March 20, 2024
Effective: March 20, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Katja Wolfe, Library Director
DATE: February 20, 2024
SUBJECT: **Donations to the Kenai Community Library**

The Kenai Community Library received the following donations:

- \$10,000 from Deborah S. McCarthy
- \$1,200 from the Friends of the Kenai Community Library
- \$350 from various community members

The funds will be used to purchase print materials, bolster and enhance our STEAM (Science, Technology, Engineering, Arts, and Mathematics), Summer Reading, and other programs, as well as purchase furniture to provide additional seating and storage for library materials and programming supplies.

We are deeply grateful for the continued support of our library!

Thank you for your consideration.



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**CITY OF KENAI
ORDINANCE NO. 3403-2024**

AN ORDINANCE AMENDING SECTIONS OF KENAI MUNICIPAL CODE CHAPTERS 21.10- LEASING AND ACQUISITION OF AIRPORT RESERVE LANDS, AND 22.05-DISPOSITION OF CITY LANDS, TO EXTEND THE TIME ALLOWED FOR PRIVATE DEVELOPMENT ON CITY LEASED LOTS AND REQUIRING CERTAIN FINANCIAL ASSURANCES PRIOR TO LEASE EXECUTION.

WHEREAS, Ordinance 2998-2018, and 3072-2019(Substitute) respectively amended the City's land leasing program for Airport Reserve and Non-Airport Reserve lands owned by the City; and,

WHEREAS, since these two ordinances became effective the local and national economies have undergone significant change; and,

WHEREAS, additionally the City's leasing policies expressed in these Ordinances have been tested by the market; and,

WHEREAS, due to economic changes and the City's recent experience with developments on leased parcels it is in the best interest of the City to extend the initial term for development of improvements from 2 years to 3 years with the opportunity for two additional one-year extensions if certain conditions are met; and,

WHEREAS, similarly it is in the best interest of the City to require prospective lessee's provide reasonable evidence to the City that they have the financial capabilities to complete the improvements proposed on respective lease lots; and,

WHEREAS, at its regular meeting on March 14, 2024 the Airport Commission recommended the City Council _____ this Ordinance.

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

Section 1. Amendment of Section 21.10.040 of Kenai Municipal Code: That Kenai Municipal Code, Section 21.10.040-Initial lease application, is hereby amended as follows:

21.10.040 Initial lease application.

- (a) All applications for lease of lands must be submitted to the City on an approved application form provided by the City. Applications will be dated on receipt and payment of the nonrefundable application fee as set forth in the City's schedule of fees adopted by the City Council.
- (b) The application form must include the following information:
 - (1) The purpose of the proposed lease;
 - (2) The use, nature, type and estimated cost of improvements to be constructed;
 - (3) The dates construction is estimated to commence and be completed (ordinarily a maximum of [TWO (2)] three years); and
 - (4) A comprehensive description of the proposed business or activity intended.

(5) Evidence showing the applicant has reasonable financial resources to complete the proposed improvement, such as a liquidity verification letter or other document from a financial institution. This information may be provided separately from other application material and will be kept confidentially by City administration as allowed by law.

- (c) Applications which propose a subdivision shall require the applicant to be responsible for all costs associated with the subdivision, including but not limited to any new appraisal, engineering services, surveying and consulting costs, unless in the sole discretion of the City Council, the City Council determines that the subdivision serves other airport purposes. If the Council determines that other airport purposes are served by the subdivision, the City Council may choose in its sole discretion that the City will share in the subdivision costs with the applicant in whatever amount the City Council determines is reasonable given the benefit to the airport.
- (d) Anytime during the processing of a lease application, the City may request, and the applicant must supply, any clarification or additional information that the City reasonably determines is necessary for the City to make a final decision on the application.

Section 2. Amendment of Section 21.10.060 of Kenai Municipal Code: That Kenai Municipal Code, Section 21.10.060-Lease Application review, is hereby amended as follows:

21.10.060 Lease application review.

- (a) Applications shall be reviewed by City staff for:
 - (1) Application completeness;
 - (2) Conformance with municipal ordinances;
 - (3) Conformance with the airport layout plan, airport master plan, Federal Aviation Administration regulations applicable to the airport, airport improvement projects, airport sponsor grant assurances to the Federal Aviation Administration, and airport regulations and operations; and
 - (4) Conformance with the comprehensive plan.
- (b) Based on the initial review and staff recommendation for action, if the City Manager determines the application is complete and the applicant has reasonable financial means to complete the proposed improvements, the application shall be referred to the Airport Commission and the Planning and Zoning Commission for review and comment, together with the City Manager's recommendation for approval or rejection. For protection of private financial information, documentation showing the applicant has reasonable financial resources to complete the proposed improvement will be redacted or withheld from the application when published and provided to the Airport, Planning Commission and City Council.
- (c) Notice of applications for new leases, renewals or extensions must be published in a newspaper of general circulation within the City. The notice must contain the name of the applicant, a brief description of the land and the date upon which any competing applications must be submitted (thirty (30) days from the date of publication).
- (d) The recommendations of the City Manager, Airport Commission and Planning and Zoning Commission shall be brought to the City Council. The decision whether or not to lease land or authorize a lease extension or renewal rests in the sole discretion of the City Council.
- (e) The City Council may waive provisions of this chapter to lease property or interests in real property with the United States, the state of Alaska or an Alaska political subdivision when in the judgment of the City Council it is advantageous to the City to do so.

- (f) If the applicant is in default of any charges, fees, rents, taxes, or other sums due and payable to the City or the applicant is in default of a requirement of any lease or contract with the City a lease shall not be entered into until the deficiencies are cured.

Section 3. Amendment of Section 21.10.070 of Kenai Municipal Code: That Kenai Municipal Code, Section 21.10.070-Application for lease amendment, extension or renewal, is hereby amended as follows:

21.10.070 Application for lease amendment, extension or renewal.

- (a) A request from an existing lessee for a lease amendment, extension or renewal of the lease must be submitted to the City on an application form provided by the City. Applications must be complete and dated on receipt and payment of the nonrefundable application fee as set forth in the City's schedule of fees adopted by the City Council. All applications proposing new improvements must include evidence showing the applicant has reasonable financial resources to complete the proposed improvement, such as a liquidity verification letter or other document from a financial institution. This information may be provided separately from other application material and will be kept confidentially by City administration as allowed by law.
- (b) An application for an amendment must include the following information:
 - (1) The purpose of the proposed amendment;
 - (2) The proposed change in use or activity; and
 - (3) A comprehensive description of the proposed business, if applicable.
- (c) An application for a lease extension must include the following information:
 - (1) The use, nature, type and estimated cost of additional improvements to be constructed;
 - (2) The dates new construction is estimated to commence and be completed (ordinarily a maximum of [TWO (2)] three years).
- (d) An application for a lease renewal must include the following information:
 - (1) For a lease renewal of an existing lease:
 - (i) The use, nature, type and estimated cost of additional improvements to be constructed;
 - (ii) The dates new construction is estimated to commence and be completed (ordinarily a maximum of [TWO (2)] three years).
 - (2) For a lease renewal of an expiring lease:
 - (i) A professional estimate of the remaining useful life of the principal improvement on the property, paid for by the applicant; or
 - (ii) A market value appraisal of the principal improvement on the property, paid for by the applicant; or
 - (iii) The purchase price of improvements, as certified by the current lessee and the proposed purchaser, to be in the bill of sale, to be executed at closing of the transaction; and
 - (iv) The use, nature, type and estimated cost of additional improvements to be constructed, if applicable.
 - (v) The dates new construction is estimated to commence and be completed (ordinarily a maximum of [TWO (2)] three years) if applicable.

(e) Applications for amendment, extension or renewal shall be processed in accordance with the lease application review provisions of this chapter. The City has no obligation to amend, renew or extend a lease and may decline to do so upon making specific findings as to why a lease renewal, extension, or amendment is not in the best interest of the City.

Section 4. Amendment of Section 21.10.070 of Kenai Municipal Code: That Kenai Municipal Code, Section 21.10.070-Application for lease amendment, extension or renewal, is hereby amended as follows:

21.10.080 Length of lease term.

- (a) The length of term for an initial lease shall be based on the amount of investment the applicant proposes to make in the construction of new permanent improvements on the premises as provided in the application. The City Council may offer a shorter lease term, if the City Council makes specific findings that a shorter lease term is in the best interest of the City.
- (b) The maximum term of an initial lease shall be determined according to the following term table:

Term Table

Applicant's Investment/Value	Maximum Term of Years
\$7,500	5
15,000	6
22,500	7
30,000	8
37,500	9
45,000	10
52,500	11
60,000	12
67,500	13
75,000	14
82,500	15
90,000	16
97,500	17
105,000	18
112,500	19

Applicant's Investment/Value	Maximum Term of Years
120,000	20
127,500	21
135,000	22
142,500	23
150,000	24
157,500	25
165,000	26
172,500	27
180,000	28
187,500	29
195,000	30
202,500	31
210,000	32
217,500	33
225,000	34
232,500	35
240,000	36
247,500	37
255,000	38
262,500	39
270,000	40
277,500	41
285,000	42
292,000	43

Applicant's Investment/Value	Maximum Term of Years
300,000	44
307,500	45

- (c) The length of term for a lease extension shall be determined according to the term table and based on the total amount of the investment provided in the initial lease application and the estimated cost of additional permanent improvements as provided in the application for lease extension and provided no extension shall extend a lease term past forty-five (45) years.
- (d) The length of term for a lease renewal of an existing lease shall be determined according to the term table and based on the total amount of the investment provided in the initial lease application and the estimated cost of additional permanent improvements as provided in the application. The renewal term of an existing lease pursuant to a transaction between the current lessee and a new buyer and prospective lessee will be determined by the purchase price of permanent improvements, as certified by the current lessee and the proposed purchaser, to be in the bill of sale, to be executed at closing of the transaction, and the proposed additional permanent improvements, if any. The term for renewal of an existing lease cannot exceed forty-five (45) years.
- (e) The length of term for a lease renewal of an expiring lease shall be determined according to a professional estimate of the remaining useful life of the principal improvement on the property, paid for by the applicant or the term table and based on the following:
 - (1) The purchase price of real property improvements, as certified by the current lessee and the proposed purchaser, to be in the bill of sale, to be executed at closing of the transaction; or
 - (2) A market value appraisal of the principal improvement on the property, paid for by the applicant; and
 - (3) The estimated cost of any additional investment the applicant proposes to make in the construction of permanent improvements on the premises as provided in the application.
 - (4) The term for renewal of an expiring lease cannot exceed forty-five (45) years.
- (f) Before the City approves or extends the term of a lease, permit, concession, or other interest for any use of a premises that the City has determined in writing will be needed for airport development in the future, the City will first estimate when the premises will likely be needed for airport development. A term or a term extension for use of those premises may not run beyond the time that the City estimates the premises will become needed for airport development and is subject to further extension only to the extent that need does not arise or is otherwise satisfied or deferred by the City.
- (g) If the initial lease, term extension, or lease renewal granted to the applicant requires construction of permanent improvements, the lease or term extension shall be subject to the following conditions:
 - (1) The lessee to complete the proposed permanent improvements within a reasonable period of time set by the City, considering the cost and nature of the improvements; provided, however, that the time allowed shall not [ORDINARILY] exceed [TWENTY-FOUR (24)] 36 months after the effective date of the lease, renewal, or extension unless additional time is approved as provided in subsection 5 below.
 - (2) The lessee to provide a performance bond, deposit, personal guarantee, or other security if the City Council determines security is necessary or prudent to ensure the applicant's

completion of the permanent improvements required in the lease, renewal, or extension. The City Council shall determine the form and amount of the security according to the best interest of the City, after a recommendation by the City Manager considering the nature and scope of the proposed improvements and the financial responsibility of the applicant.

- (3) At no expense to the City, the lessee must obtain and keep in force during the term of the lease, insurance of the type and limits required by the City for the activities on the premises.
- (4) Within thirty (30) days after completion of the permanent improvements, the lessee shall submit to the City written documentation that the improvements have been completed as required. The City Manager shall make a report to the City Council of completion as soon as reasonably practical.
- (5) If the [APPLICANT] lessee shows good cause to the City Council, and evidence of progress towards completion of the proposed improvements, including but not limited to a building permit, invoices for site specific building materials, or third party contracts for construction, as well as updated financial information as required in KMC 21.20.040(B)(5) and the City Council determines the action is in the best interest of the City, the City Council may grant an extension of the time [ALLOWED] initially not to exceed 12 months to complete permanent improvements by resolution that is sufficient to allow for the completion of the permanent improvements or for submission of documentation that the permanent improvements have been completed. A final twelve month extension may be granted by separate resolution of Council if the lessee meets the same criteria for the first twelve month extension and provides a performance bond, deposit, personal guarantee or other security interest sufficient to cover the remained of the unfinished work on the proposed improvements and Council determines the final extension is in the best interest of the City. [NO EXTENSION OR COMBINATION OF EXTENSIONS GRANTED SHALL EXCEED TWELVE (12) MONTHS OR CAUSE THE TOTAL TIME ALLOWED TO COMPLETE PERMANENT IMPROVEMENTS TO EXCEED THIRTY-SIX (36) MONTHS.]
- (6) If, within the time required, the applicant fails to complete the required permanent improvements, the City shall:
 - (i) If the application is for a new lease or lease renewal, execute the forfeiture of the performance bond, deposit, personal guarantee, or other security posted by the applicant under subsection (g)(2) of this section to the extent necessary to reimburse the City for all costs and damages, including administrative and legal costs, arising from the applicant's failure to complete the required improvements, and initiate cancellation of the lease or reduce the term of the lease to a period consistent with the portion of the improvements substantially completed in a timely manner according to the best interests of the City.
 - (ii) If the application is for a lease extension, the City shall terminate the amendment extending the term of the lease or reduce the term of the extension at the City's sole discretion.

Section 5. Amendment of Section 22.05.025 of Kenai Municipal Code: That Kenai Municipal Code, Section 22.05.025-Initial lease application, is hereby amended as follows:

22.05.025 Initial lease application.

- (a) All applications for lease of lands must be submitted to the City Manager or designee on an application form provided by the City. Applications will be dated on receipt and must include payment of the nonrefundable application fee as set forth in the City's schedule of fees approved by the City Council.

- (b) The application form must include the following information:
- (1) The purpose of the proposed lease;
 - (2) The use, nature, type, and estimated cost of improvements to be constructed;
 - (3) The dates construction is estimated to commence and be completed. Construction must be completed within [TWO (2)] 3 years except in special circumstances that require a longer period of time and which must be approved by the City Council;
 - (4) Evidence showing the applicant has reasonable financial resources to complete the proposed improvement, such as a liquidity verification letter or other document from a financial institution. This information may be provided separately from other application material and will be kept confidentially by City administration as allowed by law.
 - ~~(4)5~~ A comprehensive description of the proposed business or activity intended;
 - ~~(5)6~~ Whether the applicant requests a lease with an option to purchase; and
 - ~~(6)7~~ How the proposed lease meets the intent of this chapter.
- (c) Applications which propose a subdivision shall require the applicant to be responsible for all costs associated with the subdivision, including but not limited to any new appraisal, engineering services, surveying and consulting costs unless, in the sole discretion of the City Council, it is determined that the subdivision serves other City purposes.
- (1) If the Council determines that other City purposes are served by the subdivision, the City Council may choose in its sole discretion to share in the subdivision costs with the applicant in an amount the City Council determines is reasonable given the benefit to the City.
 - (2) If the Council does not make a determination that other City purposes are served by the subdivision, the applicant must submit a deposit to cover the estimated costs associated with the subdivision.
 - (3) If the City enters into a lease with the applicant, any unused balance of the deposit made to cover costs associated with subdivision will apply to the rent payable under the lease.
 - (4) If the City's costs exceed the amount of any deposit made to cover costs associated with subdivision, the applicant must pay the shortage to the City as a condition of the lease.
 - (5) If the application is rejected or if the applicant withdraws the application or fails to sign a lease offered to the applicant, the City will return any unused deposit balance to the applicant.
- (d) Applications for lands which have not been appraised within one (1) year of the requested starting date of the lease require the applicant to be responsible for all costs associated with appraisal. The cost of the appraisal shall be credited or refunded to the lessee once development is completed as required by the lease, extension or renewal.
- (e) Applications which result in a lease agreement with the City require the lessee to be responsible for all recording costs and any other fees associated with execution of the lease including a preliminary commitment for title insurance and fifty percent (50%) of the required costs associated with a sale of leased land in which the lease contains an option to purchase once the minimum development requirements have been met.
- (f) Anytime during the processing of a lease application, the City may request, and the applicant must supply, any clarification or additional information that the City reasonably determines is necessary for the City to make a final decision on the application.

Section 6. Amendment of Section 22.05.040 of Kenai Municipal Code: That Kenai Municipal Code, Section 22.05.040-Lease application review, is hereby amended as follows:

22.05.040 Lease application review.

- (a) Applications shall be reviewed by City staff for application completeness and conformance with City ordinances.
- (b) Based on the initial review, if the City Manager determines the application is complete and the applicant has reasonable financial means to complete the proposed improvements, the application shall be referred to the Planning and Zoning Commission and any other applicable commissions for review and comment, together with the City Manager's recommendation for approval or rejection. The recommendation may include a recommendation for a subdivision to reduce or enlarge a parcel to meet the intended development or use. For protection of private financial information, documentation showing the applicant has reasonable financial resources to complete the proposed improvement will be redacted or withheld from the application when published and provided to the Planning Commission, other applicable commission and City Council.
- (c) Notice of complete applications for new leases, renewals or extensions shall be published in a newspaper of general circulation within the City and posted on the property. The notice must contain the name of the applicant, a brief description of the land, whether the applicant requests a lease with an option to purchase, and the date upon which any competing applications must be submitted (thirty (30) days from the date of publication).
- (d) The recommendations of the City Manager, Planning and Zoning Commission, and any other applicable commissions shall be provided to the City Council. The City Council shall determine whether the lease, renewal, amendment or extension is consistent with the intent of this chapter and in the best interest of the City. The decision whether or not to lease land or authorize a lease extension, renewal, amendment or assignment rests in the sole discretion of the City Council.
- (e) If the applicant is in default of any charges, fees, rents, taxes, or other sums due and payable to the City or the applicant is in default of a requirement of any lease or contract with the City a lease shall not be entered into until the deficiencies are remedied.

Section 7. Amendment of Section 22.05.045 of Kenai Municipal Code: That Kenai Municipal Code, Section 22.05.045-Application for lease amendment, assignment, extension or renewal, is hereby amended as follows:

22.05.045 Application for lease amendment, assignment, extension or renewal.

- (a) A request from an existing lessee for a lease amendment, assignment, extension or renewal of the lease must be submitted to the City Manager or designee on an application form provided by the City. Applications must be complete and dated on receipt and include payment of the nonrefundable application fee and applicable deposit as set forth in the City's schedule of fees adopted by the City Council. All applications proposing new improvements must include evidence showing the applicant has reasonable financial resources to complete the proposed improvement, such as a liquidity verification letter or other document from a financial institution. This information may be provided separately from other application material and will be kept confidentially by City administration as allowed by law. Construction must be completed within 3 years except in special circumstances that require a longer period of time and which must be approved by the City Council;
- (b) An application for an amendment must include the following information:
 - (1) The purpose of the proposed amendment;
 - (2) The proposed change in use or activity, if any;
 - (3) A comprehensive description of the proposed business or activity, if applicable; and
 - (4) How the proposed amendment meets the intent of this chapter.

- (c) An application for a lease assignment must include the following:
 - (1) The name of the individual or legal entity to which the lessee requests to assign the lease.
- (d) An application for a lease extension must include the following information:
 - (1) The use, nature, type and estimated cost of additional improvements to be constructed;
 - (2) The dates new construction is estimated to commence and be completed; and
 - (3) How the proposed lease extension meets the intent of this chapter.
- (e) An application for a lease renewal must include the following information:
 - (1) For a lease renewal of an existing lease:
 - (i) The use, nature, type and estimated cost of additional investment in the construction of new permanent improvements;
 - (ii) The dates new construction is estimated to commence and be completed;
 - (iii) If the renewal is pursuant to a transaction between the current lessee and a new buyer and prospective lessee, the estimated purchase price of real property improvements on the premises as certified by the current lessee and proposed purchaser in a bill of sale or purchase agreement dated within one (1) year of the requested starting date of the renewal; and
 - (iv) How the proposed lease renewal meets the intent of this chapter.
 - (2) For a lease renewal of an expiring lease:
 - (i) A fair market value appraisal of the existing principal improvement on the property, paid for by the applicant, and the estimated cost of any additional investment in the construction of permanent improvements on the premises, if applicable;
 - (ii) If the renewal is pursuant to a transaction between the current lessee and a new buyer and prospective lessee, the estimated purchase price of existing real property improvements, as certified by the current lessee and the proposed purchaser in a bill of sale or purchase agreement dated within one (1) year of the requested starting date of the renewal, and the estimated cost of any additional investment in the construction of permanent improvements on the premises, if applicable;
 - (iii) If the renewal is based on a professional estimate of the remaining useful life of the real property improvements on the premises, the estimated value dated within one (1) year of the requested starting date of the renewal and how it was determined;
 - (iv) The use, nature, type and estimated cost of any additional improvements to be constructed, if applicable;
 - (v) The dates any new construction is estimated to commence and be completed; and
 - (vi) How the proposed lease meets the intent of this chapter.
- (f) Applications for amendment, assignment, extension or renewal shall be processed in accordance with the lease application review provisions of this chapter, except that applications for assignment shall not be referred to the Planning and Zoning Commission. The City has no obligation to amend, assign, renew or extend a lease and may decline to do so upon making specific findings as to why a lease amendment, assignment, renewal, or extension is not in the best interest of the City.

Section 8. Amendment of Section 22.05.055 of Kenai Municipal Code: That Kenai Municipal Code, Section 22.05.055-Length of lease term, is hereby amended as follows:

22.05.055 Length of lease term.

- (a) The length of term for an initial lease shall be based on the amount of investment the applicant proposes to make in the construction of new permanent improvements on the premises as provided in the application. The City Council may offer a shorter lease term, if the City Council makes specific findings that a shorter lease term is in the best interest of the City.
- (b) The maximum term of a lease shall be determined according to the following term table and cannot exceed forty-five (45) years:

Term Table

APPLICANT'S INVESTMENT/VALUE	MAXIMUM TERM OF YEARS
\$7,500	5
15,000	6
22,500	7
30,000	8
37,500	9
45,000	10
52,500	11
60,000	12
67,500	13
75,000	14
82,500	15
90,000	16
97,500	17
105,000	18
112,500	19
120,000	20
127,500	21
135,000	22
142,500	23

APPLICANT'S INVESTMENT/VALUE	MAXIMUM TERM OF YEARS
150,000	24
157,500	25
165,000	26
172,500	27
180,000	28
187,500	29
195,000	30
202,500	31
210,000	32
217,500	33
225,000	34
232,500	35
240,000	36
247,500	37
255,000	38
262,500	39
270,000	40
277,500	41
285,000	42
292,500	43
300,000	44
307,500	45

(c) *Lease Extension.* The length of term for a lease extension shall be determined based on the remaining term of the initial lease and the estimated cost of new investment the applicant proposes to make in the construction of new permanent improvements on the premises according to the term table and provided no extension shall extend a lease term past forty-five (45) years.

- (d) *Lease Renewal for an Existing Lease.* A renewal for an existing lease requires the construction of new permanent improvements, and the length of term for a lease renewal for an existing lease shall be determined as follows:
- (1) Based on the remaining term of the initial lease according to the term table and the estimated cost of new investment the applicant proposes to make in the construction of new permanent improvements on the premises according to the term table; or
 - (2) Pursuant to a transaction between the current lessee and a new buyer and prospective lessee and based on the purchase price of existing real property improvements on the premises, as certified by the current lessee and the proposed purchaser in the bill of sale or purchase agreement, to be executed at closing of the transaction and the estimated cost of new investment in the construction of new permanent improvements on the premises according to the term table.
 - (3) The term for renewal of an existing lease cannot exceed forty-five (45) years.
- (e) *Lease Renewal for an Expiring Lease.* The length of term for a lease renewal of an expiring lease shall be determined as follows:
- (1) The purchase price of existing real property improvements on the premises, as certified by the current lessee and the proposed purchaser in the bill of sale or purchase agreement, to be executed at closing of the transaction and the estimated cost of any new investment in the construction of new permanent improvements on the premises according to the term table; or
 - (2) A professional estimate of the remaining useful life of the real property improvements on the premises, paid for by the applicant, and the estimated cost of any new investment in the construction of new permanent improvements on the premises according to the term table; or
 - (3) A fair market value appraisal of the existing real property improvements on the premises, paid for by the applicant, and the estimated cost of any new investment in the construction of new permanent improvements on the premises according to the term table.
 - (4) The term for renewal of an existing lease cannot exceed forty-five (45) years.
- (f) If the initial lease, term extension, or lease renewal granted to the applicant requires construction of new permanent improvements, the lease or term extension shall be subject to the following conditions:
- (1) The lessee to complete the proposed permanent improvements within [TWO (2)] 3 years except in special circumstances that require a longer period of time and which must be approved by the City Council[,] in the initial lease or unless additional time is approved after the lease is executed as provided in subsection 5 below.
 - (2) The lessee to provide a performance bond, deposit, personal guarantee, or other security if the City Council determines security is necessary or prudent to ensure the applicant's completion of the permanent improvements required in the lease, renewal, or extension. The City Council shall determine the form and amount of the security according to the best interest of the City, after a recommendation by the City Manager considering the nature and scope of the proposed improvements and the financial responsibility of the applicant.
 - (3) At no expense to the City, the lessee must obtain and keep in force, during the term of the lease, insurance of the type and limits required by the City for the activities on the premises.
 - (4) Within thirty (30) days after completion of the permanent improvements, the lessee shall submit to the City written documentation that the improvements have been completed as required. The City Manager shall make a report to the City Council of completion as soon as reasonably practical.

- (5) If the [APPLICANT] lessee shows good cause and evidence of progress towards completion of the proposed improvements, including but not limited to building permits, invoices for site specific building materials, or third party contracts for construction, as well as updated financial information as required in KMC 22.05.25(b)(4) and the City Council determines the action is in the best interest of the City, the City Council may grant an extension of the time initially not to exceed 12 months [ALLOWED] to complete permanent improvements by resolution that is sufficient to allow for the completion of the permanent improvements or for submission of documentation that the permanent improvements have been completed. A final twelve-month extension may be granted by separate resolution of Council if the lessee meets the same criteria for the first twelve-month extension and provides a performance bond, deposit, personal guarantee or other security interest sufficient to cover the remained of the unfinished work on the proposed improvements and Council determines the final extension is in the best interest of the City.
- (6) If, within the time required, the applicant fails to complete the required permanent improvements, the City shall:
 - (i) If the application is for a new lease or lease renewal, execute the forfeiture of the performance bond, deposit, personal guarantee, or other security posted by the applicant under subsection (f)(2) of this section to the extent necessary to reimburse the City for all costs and damages, including administrative and legal costs, arising from the applicant’s failure to complete the required improvements, and/or initiate cancellation of the lease or reduce the term of the lease to a period consistent with the portion of the improvements substantially completed in a timely manner according to the best interest of the City.
 - (ii) If the application is for a lease extension, the City shall terminate the amendment extending the term of the lease or reduce the term of the extension at the City’s sole discretion.

Section 9. 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 10. 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 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	March 6, 2024
Enacted:	March 20, 2024
Effective:	April 19, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Terry Eubank, City Manager
DATE: February 29, 2024
SUBJECT: **Ordinance 3403-2024 – Amending Leasing of Lands**

The City Council adopted Ordinance 2998-2018 and 3072-2019 (Substitute), amending the City's land leasing program for Airport Reserve and Non-Airport Reserve lands owned by the City.

These two ordinances included substantial changes to the City's leasing program, including simplifying the application process and standardizing the lease process and forms to encourage growth, development, and a thriving business and aviation community. Since these changes have become effective, the City has seen an increase in lease applications and new leases of Airport Reserve lands. However, the local and national economies have undergone significant change, and the City has also seen an increase in requests for extensions for the completion of construction required under a lease.

Due to economic changes and the City's recent experience with developments on leased parcels, it is in the best interest of the City to extend the initial term for the development of improvements from two years to three years with the opportunity for two additional one-year extensions if certain conditions are met. These conditions would require lease applicants to provide reasonable evidence to the City that they have the financial capabilities to complete proposed improvements and require the lessee to show evidence of progress towards completion of the proposed improvements, including but not limited to a building permit, invoices for site-specific building materials, or third-party contracts for construction.

This amendment has been discussed with existing leaseholders who have received an extension of time for good cause for the completion of permanent improvements required by the Lease, and a copy of the Ordinance has been scheduled for the March 14 meeting of the Airport Commission for recommendation.

Thank you for your consideration.



MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Scott Bloom
DATE: February 29, 2024
SUBJECT: Airport Lands Sectional Analysis

This memo provides a sectional analysis for the code changes in Ordinance 3403-2024.

Section 1. The changes to 21.10.040, which lays out what information is required in lease applications for airport reserve lands, include a change to subsection (b)(3) indicating construction of improvements on leased property ordinarily must be completed in 3 years or less, instead of 2 years or less. Additionally, a new subsection (b) (5) is added to require that evidence of the lessee's financial ability to complete the project must be provided to administration as part of the lease application package, and that this financial information will be kept confidential as allowed by relevant law.

Section 2. This section amends 21.10.060, which describes the process for reviewing lease applications for lands on the airport reserve, subsection (b), to describe the process for reviewing the financial capability of the proposed lessee to complete the proposed projects. The amendment also provides that this financial information will not be shared publicly. The changes provide that the financial resources of the lessee will be checked administratively by the City Manager, and will not be a part of the decision-making process of applicable advisory bodies or the City Council, in order to protect the lessee's financial information. Essentially in order for an application to be deemed complete by administration and forwarded to the advisory bodies and Council, the City Manager will need to determine that financial information provided is sufficient.

Section 3. This section amends 21.10.070(a) (c) and (d), applying the same financial resources check, and improvement construction timeline of 3 years, instead of 2 years, to lease extensions and renewals on airport reserve lands, similar to new lease applications.

Section 4. This section amends 21.20.080(g)(1) and (5) to again state that construction must ordinarily be completed in 3 years (36 months) but that two, one-year extensions can be granted by the Council, for a total of five years to complete construction on airport reserve lands. The first one-year extension requires the lessee to show good cause and progress, such as a building permit, proof of purchase of materials, or construction contracts with a third party, and evidence that they still have the financial capability to complete the project. The second one-year extension can be granted by Council if the same criteria of the first extension are met, and the lessee provides a financial guarantee to complete the project.

Section 5. This section amends 22.05.025(b), making the same amendments to the initial lease application requirements for lands outside the airport reserve, as within the airport reserve, regarding financial resources of the lessee to complete the project and changing the timeline to complete construction from 2 years to 3.

Section 6. This section amends 22.05.040(b) regarding lands outside the airport in the same respects as lands on the reserve for the lease review process by administration, advisory bodies and Council.

Section 7. This section amends 22.05.045, which guides the process for lease extensions and renewals outside the airport reserve, to include similar language regarding financial resources of the lessee to complete the project and describing that new improvements must be ordinarily completed in 3 years.

Section 8. This section amends 22.05.055(f) to again change the ordinary timeline for completion of construction of improvements on a leased lot outside the airport reserve from 2 to 3 years, and provide the same opportunity for two, one-year extensions as described above for leases on the airport reserve as in Section 4.





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MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: March 15, 2024
SUBJECT: **Ordinance 3403-2024 Requested Amendment**

This memo requests an amendment to fill in the blank within the Ordinance.

The following amendment is respectfully requested.

Motion

Amend the sixth whereas clause by inserting the recommendation of the commission, to read:

- “WHEREAS, at its regular meeting on March 14, 2024 the Airport Commission recommended the City Council approve this Ordinance.”

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-08**

A RESOLUTION AWARDING A CONTRACT TO PROVIDE HEALTH AND LIFE INSURANCE CONSULTING SERVICES.

WHEREAS, after advertising a Request for Proposals for health and life benefits consulting services, the following proposals were received and ranked by City Administration;

BIDDER	RANKING	TOTAL SCORE
Parker Smith & Feek	1	26.80
HUB International	2	21.60
Acrisure	3	21.25

and,

WHEREAS, Parker Smith & Feek will provide the best value to the City based on evaluation criteria of the proposer’s experience, qualifications of key staff, available resources, methodology and approach of the work to be performed, and cost; and,

WHEREAS, the recommendation from City Administration is to award the contract to Parker Smith & Feek for a term of three years with the option to extend for up to two consecutive one-year terms with mutual consent of both parties; and,

WHEREAS, sufficient funds are appropriated.

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

Section 1. That the contract to provide Health & Life Insurance Benefits Consulting Services is awarded to Parker Smith & Feek for the total amount of \$50,000 annually for a period of three years.

Section 2. That upon mutual consent of the City and Parker Smith & Feek, the City Manager may extend the contract for two consecutive one-year terms.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Stephanie Randall, Human Resources Director

DATE: March 1, 2024

SUBJECT: **Resolution 2024-08 Benefits Consulting RFP Award**

On January 26, 2024, the City of Kenai launched a Request for Proposals (RFP) process, seeking responses from potential proposers to support the City's health care consultant and broker needs for employee benefits.

Since 2020, the City has contracted with Marsh & McLennan to manage the City's health care consulting needs. As the City had not initiated a review of the market for the health care consultant services in several years, Human Resources worked with Administration to go to market with a formal RFP process. Following the proposal closure on February 23, 2024, the City received three proposals from Parker Smith & Feek, HUB International and Acrisure.

The committee evaluating the proposals was comprised of Stephanie Randall, HR Director, Terry Eubank, City Manager; and Christine Cunningham, Assistant to the City Manager. Proposals were evaluated and assigned points based on the following factors: Firm Experience; Staff; Available Resources; Methodology and Approach; and Total Fee. Parker Smith & Feek was the highest ranked proposer, with 26.80 points versus 21.60 and 21.25 by HUB International and Acrisure, respectively. Upon approval by the City Council, the annual fee for Parker Smith & Feek's scope of services for the City will be \$50,000.

The implementation date for services would commence immediately upon approval of the City Council.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-09**

A RESOLUTION AWARDING A CONTRACT FOR KENAI VISITOR AND CULTURAL CENTER FACILITY MANAGEMENT SERVICES.

WHEREAS, the City solicited competitive proposals for Kenai Visitor and Cultural Center Facility Management Services for an approximately three-year term of July 1, 2024, through June 30, 2027, with the option to extend for two successive one-year terms by mutual consent of both parties; and,

WHEREAS, the City received a single proposal from the Kenai Chamber of Commerce and Visitor Center; and,

WHEREAS, the current contract for Kenai Visitor and Cultural Center Facility Management Services is with the Kenai Chamber of Commerce and Visitor Center and is scheduled to expire on June 30, 2024; and,

WHEREAS, a committee of City employees evaluated the proposal based on evaluation criteria including the proposer's experience and qualifications, key staff assigned and sub-consultants, available resources and location, project methodology and approach, and cost; and,

WHEREAS, the Administration recommends awarding a contract to the Kenai Chamber of Commerce and Visitor Center for a term of three years beginning July 1, 2024, with the option to extend for up to two consecutive one-year terms with mutual consent of both parties.

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

Section 1. That the contract to provide Kenai Tourism and Marketing Services is awarded to the Kenai Chamber of Commerce and Visitor Center for the total amount of \$145,200 annually for a period of three years, beginning July 1, 2024.

Section 2. That upon mutual consent of the City and the Kenai Chamber of Commerce and Visitor Center, the City Manager may extend the contract for two consecutive one-year terms.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Dave Ross, Acting City Manager

FROM: Christine Cunningham, Assistant to City Manager

DATE: March 8, 2024

SUBJECT: **Resolution 2024-09 Kenai Visitor and Cultural Center Facility Management Services**

On February 1, 2024, the City of Kenai solicited proposals for Kenai Visitor and Cultural Center Facility Management Services and received a single proposal from the Kenai Chamber of Commerce and Visitor Center.

The Kenai Chamber is the current contractor managing the facility based upon a mutually agreed upon program and budget. The current Agreement began on July 1, 2019, through June 20, 2022, and was extended for two successive one-year terms by mutual consent of the parties. The current Agreement expires on June 30, 2024.

A committee of City employees evaluated the proposal based on evaluation criteria, including the proposer’s experience and qualifications, key staff assigned and sub-consultants, available resources and location, project methodology and approach, and cost.

The Administration met with the Kenai Chamber on March 8, 2024, to discuss the total amount of the annual contract and the inclusion of a new proposed Cultural Center Coordinator position. The Kenai Chamber provided three cost options for the City’s consideration:

- **OPTION 1.** The first option reflects an annual management fee of \$157,160 that includes hiring a new Cultural Center Coordinator position, regularly scheduled to work 30 hours per week and exclusively responsible for documenting, displaying, and working with outside groups related to the City of Kenai’s permanent collection of natural history objects, archeological material, native artifacts, and contemporary art.
- **OPTION 2.** The second option reflects an annual management fee of \$152,480, which includes the new Cultural Center Coordinator position with fewer hours, reduced to 20 hours per week.
- **OPTION 3.** The third option reflects an annual management fee of \$145,200 that does not include a new Cultural Center Coordinator position.

The inclusion of a new Cultural Center Coordinator position specifically dedicated to coordinating the City collection warrants special consideration. In 2010, the City Council approved additional

funding for specific services relating to the City's inventory of art, artifacts, and cultural and historical items stored at the Center in the amount of \$13,100. These services included a one-time cost to create a catalog and inventory of all items, including assigning catalog numbers, photographing and reporting on the condition of each object, and providing a recommendation on whether the object was appropriate for display.

The Administration recommends awarding a contract to the Kenai Chamber that reflects an annual management fee of \$145,200 for three years, beginning July 1, 2024, with the option to extend for up to two consecutive one-year terms with mutual consent of both parties. This award would not include the proposed new Cultural Center Coordinator position, which may be considered separately from the annual management plan as part of the FY25 budget process.

If the City Council wishes to include a new Cultural Center Coordinator position, an amendment to Section 1 of the Resolution could be requested to amend the total amount reflected in either Option 1 or Option 2 provided for the City's consideration.

If approved by the City Council, the City would enter into an Agreement with the Kenai Chamber of Commerce and Visitor Center effective July 1, 2024.

Thank you for your consideration.





Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2024-10**

A RESOLUTION AWARDING A CONTRACT FOR CITY OF KENAI TOURISM AND MARKETING SERVICES.

WHEREAS, the City solicited competitive proposals for Kenai Tourism and Marketing Services; and,

WHEREAS, the following proposals were received and ranked by City Administration;

BIDDER	RANKING	TOTAL SCORE
Agnew::Beck	1	84
Kenai Chamber of Commerce & Visitor Center	2	65
Social Status	3	53

and,

WHEREAS, a committee of City employees evaluated the proposals based on evaluation criteria including the proposer’s experience and qualifications, key staff assigned and sub-consultants, available resources and location, project methodology and approach, and cost; and,

WHEREAS, the Administration recommends awarding a contract to Agnew::Beck for a term of three years beginning July 1, 2024, with the option to extend for up to two consecutive one-year terms with mutual consent of both parties.

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

Section 1. That the contract to provide Kenai Tourism and Marketing Services is awarded to Agnew::Beck for the total amount of \$34,920 annually for a period of three years.

Section 2. That upon mutual consent of the City and Agnew::Beck, the City Manager may extend the contract for two consecutive one-year terms.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Christine Cunningham, Assistant to City Manager

DATE: March 8, 2024

SUBJECT: Resolution 2024-10 Kenai Tourism and Marketing Services

On February 1, 2024, the City of Kenai solicited proposals for Kenai Tourism and Marketing Services. The following proposals were received and ranked by City Administration:

BIDDER	RANKING	TOTAL SCORE
Agnew::Beck	1	84
Kenai Chamber of Commerce & Visitor Center	2	65
Social Status	3	53

A committee of City employees evaluated the proposals based on evaluation criteria including the proposer’s experience and qualifications, key staff assigned and sub-consultants, available resources, and location, project methodology and approach, and cost and recommends awarding a contract to Agnew::Beck for a term of three years beginning July 1, 2024, with the option to extend for up to two consecutive one-year terms with mutual consent of both parties.

The Kenai Chamber of Commerce and Visitor Center has provided marketing services since July 1, 2023, and the Administration has contacted the Kenai Chamber regarding its Intent to Award the contract to Agnew::Beck beginning July 1, 2024. The Kenai Chamber assured the City that the transition of digital assets would be as seamless as possible. The administration is very appreciative of the work the Kenai Chamber has provided over the past year and is confident in a smooth transition.

If approved by the City Council, the City would begin working with the Kenai Chamber of Commerce and Visitor Center on a transition plan to transfer all digital assets and enter into an Agreement with Agnew::Beck effective July 1, 2024.

Thank you for your consideration.

Sponsored by: Administration



**CITY OF KENAI
RESOLUTION NO. 2024-11**

A RESOLUTION APPROVING THE USE OF THE FLEET REPLACEMENT FUND FOR THE PURCHASE OF ONE FORD POLICE INTERCEPTOR UTILIZING THE STATE OF ALASKA EQUIPMENT FLEET CONTRACT.

WHEREAS, the City evaluated its utility vehicles within its fleet to determine the efficiency of current vehicles and replacement needs; and,

WHEREAS, the City fleet replacement plan calls for the replacement of three police vehicles in FY24, two of those vehicles were Ford Police Responders that have already been authorized under a separate Resolution, and one of those vehicles was scheduled to be an SUV which is now available under a State of Alaska equipment fleet contract; and,

WHEREAS, the Police Department requests to order/purchase one Ford Police Interceptor (SUV) for a total estimated cost of \$52,670; and,

WHEREAS, funds for this purchase are available in the Fleet Replacement Fund and this does not require further appropriation; and,

WHEREAS, KMC 7.15.070(b)(4) allows the City of Kenai to purchase equipment without competition if the equipment is purchasable under the contract of another governmental agency in which contract the City is authorized to participate; and,

WHEREAS, in past years the City of Kenai has purchased police department vehicles through the State of Alaska equipment fleet contract and this purchase 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 City Manager is authorized to use the Fleet Replacement Fund for the purchase of one police vehicle at an estimated cost of \$52,670.

Section 2. That the City Manager is authorized to use State of Alaska Equipment Fleet Contract for the purchase of one Ford Police Interceptor (SUV) from Kendall Ford for an estimated cost of \$52,670, in accordance with KMC 7.15.070(b)(4).

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Finance _____
DS



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Ross, Police Chief

DATE: March 11, 2024

SUBJECT: **Purchase of a Police Vehicle with Fleet Replacement Fund**

This Resolution authorizes the purchase of one Ford Police Interceptor (SUV) for use as a police vehicle. It authorizes the use of the City's Fleet Replacement Fund for this purchase. Additionally, it authorizes the purchase of the vehicle through Kendal Ford, because they are able to give us the Alaska State equipment fleet contract pricing for the selected vehicle. The cost of the vehicle is \$52,670.

In accordance with the City's fleet replacement plan, the police department was scheduled to replace three police vehicles in FY24. The replacement plan calls for two trucks and one SUV to be purchased in FY24. The State of Alaska fleet contract pricing was available in December on the Ford Police Responders (Trucks), and they were ordered at that time after approval by the Council. The Ford Police Interceptor recently became available under the State contract pricing, and is the only pricing available under the Sate cotnrctat for police SUVs at this time.

KMC 7.15.070(b)(4) allows the City of Kenai to purchase equipment without giving an opportunity for competitive bidding if the equipment is purchasable under the contract of another government agency in which contract the City is authorized to participate.

Thank you for your consideration

Sponsored by: Administration



**CITY OF KENAI
RESOLUTION NO. 2024-12**

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

WHEREAS, on January 31, 2024, the City requested proposals to lease the airport terminal bar and lounge for an initial period of three years beginning on May 1, 2024 through April 30, 2027; with an option of two successive one-year terms by mutual written consent of the Owner and Concessionaire; and,

WHEREAS, one responsive proposal was received on March 1, 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
The Upper Deck	191

; and,

WHEREAS, the Upper Deck submitted a responsible proposal for a bar and lounge 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 March 14, 2024 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 bar and lounge concession agreement with The Upper Deck for the Kenai Municipal Airport for the period May 1, 2024 through April 30, 2027.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: March 10, 2024

SUBJECT: **Resolution No. 2024-12 - Authorizing the City Manager to Enter Into a Bar/ Lounge Concession Agreement for the Kenai Municipal Airport**

On January 31st, 2024, the airport released an RFP for the Bar/ Lounge concession. The goal of the RFP is to provide drink service that is available to the most users of the airport terminal as well as the public that want to stop in for a drink.

On March 1st, one responsive proposal was received and scored: The Upper Deck. They proposed to operate between the hours of 12:00 PM – 11:00 PM Monday through Friday and 3:00 PM- 11:00 PM Saturday and Sunday.

The Upper Deck is proposing to pay \$1666.67 per month base rent or a yearly percentage of 8%, whichever is higher.

Your support for a Bar/ Lounge Concession with The Upper Deck is respectfully requested.

Attachments- Agreement

**CITY OF KENAI
KENAI MUNICIPAL AIRPORT
BAR/LOUNGE CONCESSION AGREEMENT**

Rod Peterkin, President (Concessionaire), The Upper Deck LLC P.O. Box 11 Kenai Alaska 99611, 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 bar/lounge concession services at the Kenai Airport, the term of which is **May 1st, 2024 through April 30th, 2027**.

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 Bar/Lounge 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 Bar/Lounge Concession in the Terminal.
- E. The City solicited proposals for the Bar/Lounge Concession, and the Concessionaire was the successful proposer.

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 Terminal Layout (Exhibit B);

- 3. List of city-owned equipment in the bar (Exhibit C);
- 4. 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 Bar/Lounge Concession during the month for which payments are made. The format of the Certified Activity Report is specified in Exhibit A.
- E. Concessionaire: The successful bidder for this Bar/Lounge 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 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- Room 204):

The premises known as the bar/lounge area on the 2nd floor of the Kenai Municipal Airport Terminal within the NW ¼, SE ¼, Section 32, T6N, R11W, 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., **May 1, 2024**, and ending at **12:00 midnight April 30, 2027**, 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 proposed percentage of gross receipts.

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 and the obligation to perform the following at its own expense:

- 1. The non-exclusive privilege and obligation to operate a bar and lounge area at the Airport, which Concessionaire may operate on and upon the Premises, for the sale and consumption of alcoholic and non-alcoholic beverages and sundry snacks such as chips, nuts, and other previously-prepared snack food of like kind, as is customarily served in similar establishments. Concessionaire shall engage in no other business activity on or at the Airport.
- 2. Concessionaire shall obtain all permits and licenses required by any laws of any federal, state, city, borough or other governmental entity in order to operate the bar/lounge concession and shall pay all related fees for said permits and licenses.
- 3. Subject to more specific instruction in Article X, below, Concessionaire shall keep accurate books and records in accordance with recognized accounting practices concerning all gross receipts from sales as defined here and to keep and preserve in the City of Kenai for a period of five (5) years following the end of each year of this Agreement, complete and true records. All books and records maintained by Concessionaire relating to gross receipts from sales shall be available at all reasonable hours to the inspection of the City and its agents.

A. 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).

B. Reservations: The City reserves the following rights:

1. To grant others any right or privilege not specifically and exclusively granted to the Concessionaire.
2. The City shall have the right to inspect the Premises and to impose reasonable regulations to ensure proper care, maintenance, and upkeep of the Premises.
3. 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.

C. 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.

D. 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.

- E. Closure for Repairs: The parties recognize that major repairs of the building 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 **May 1, 2024**. 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. Base Rent: For the rights and privileges granted under this Agreement, the Concessionaire will pay the City a minimum base rent of \$1,666.67 per month, plus applicable sales tax. An additional payment may be due if the Concessionaires gross sales exceed \$250,000 in each twelve-month period of the contract term beginning May 1, 2024. If the Concessionaire’s gross sales exceed \$250,000 during the relevant twelve-month period, the City shall be entitled to 8% of the Concessionaires gross sales, and the Concessionaire must make a payment to the City by May 10th of each Calendar year of the agreement beginning in 2025, making up the difference between \$1,666.67 per month and 8% of gross sales in excess of \$250,000.

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 Administrative 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. All other utilities and services including 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. Waiver of Monthly Percentage:

- 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 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.

D. 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.

E. 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.

F. Security Deposit: The successful proposer will be required to provide a security deposit or bond for the same in the amount of \$1,000.00. 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 Bar/Lounge Concession Agreement.

G. Closure Fees: The Concessionaire will be open a minimum of 60 hours per week and 7 days per week. The City may require the Concessionaire to pay a penalty of \$100 per week for any week the Concessionaire is not open 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.

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 to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the concessionaire. The Concessionaire agrees that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statues, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

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 bar/lounge 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 premise's 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 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 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 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 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. Maintain the premises, furniture, trade fixtures, equipment, and entertainment devices in good repair and appearance and in a safe condition at all times.
 - 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 devises 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 vending machines, and entertainment devises 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.

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 any 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.

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 May 1, 2024. The effective date of the insurance will be no later than May 1, 2024.

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 financial 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.
- 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 incident to this lease, including but not limited to, recording costs shall be paid by Concessionaire.

DRAFT

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:

The Upper Deck LLC

Rod Peterkin – President

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 2024, Rod Peterkin President, The Upper Deck 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)
)ss

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, 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.

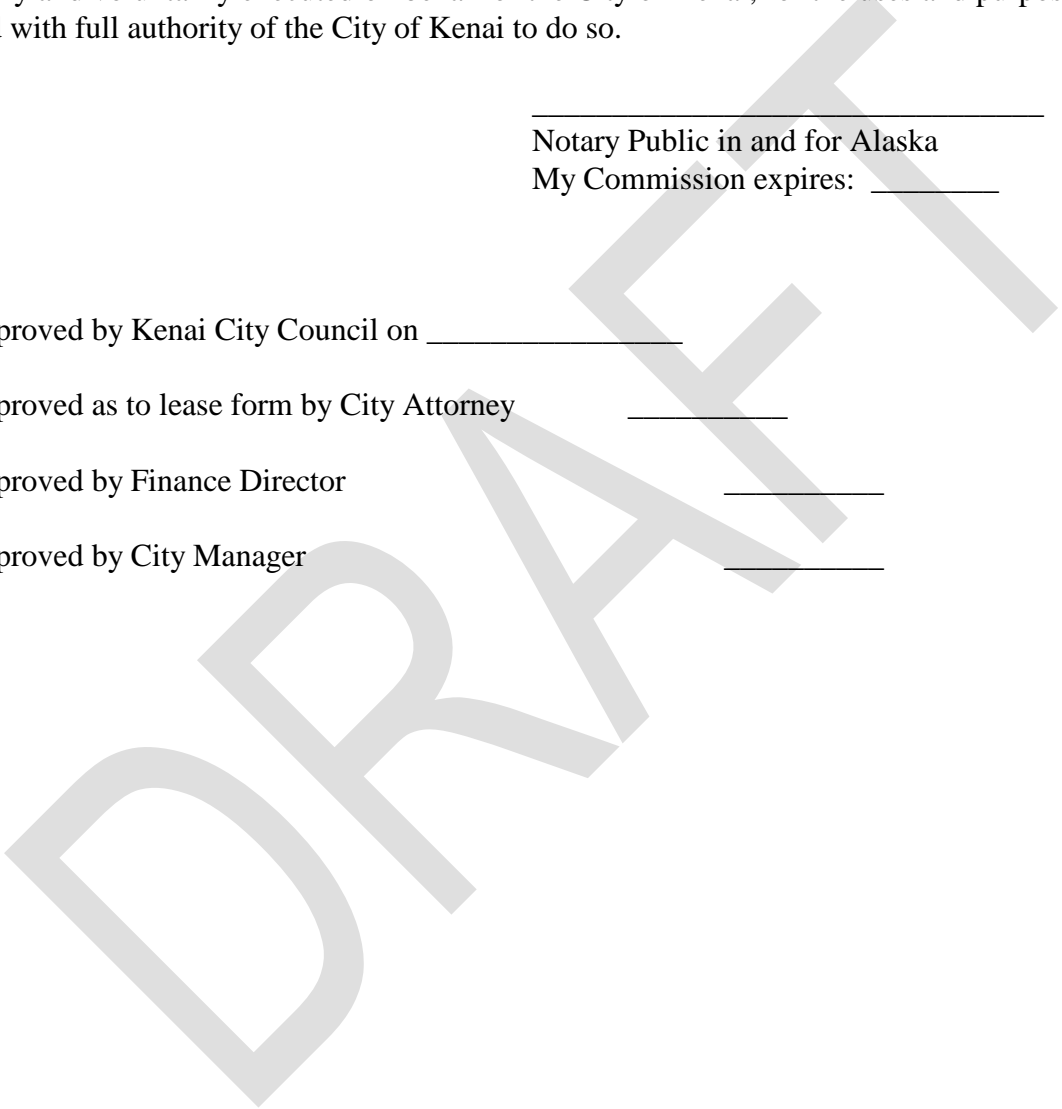
Notary Public in and for Alaska
My Commission expires: _____

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

AMOUNT

Total receipts for the month \$ _____

(CAR due 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.

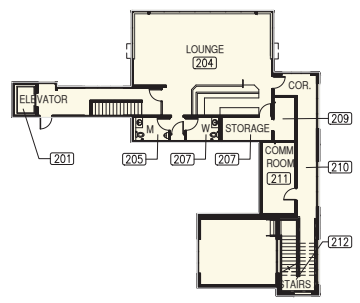
Business: _____

Address: _____

Signature: _____

Phone No.: _____

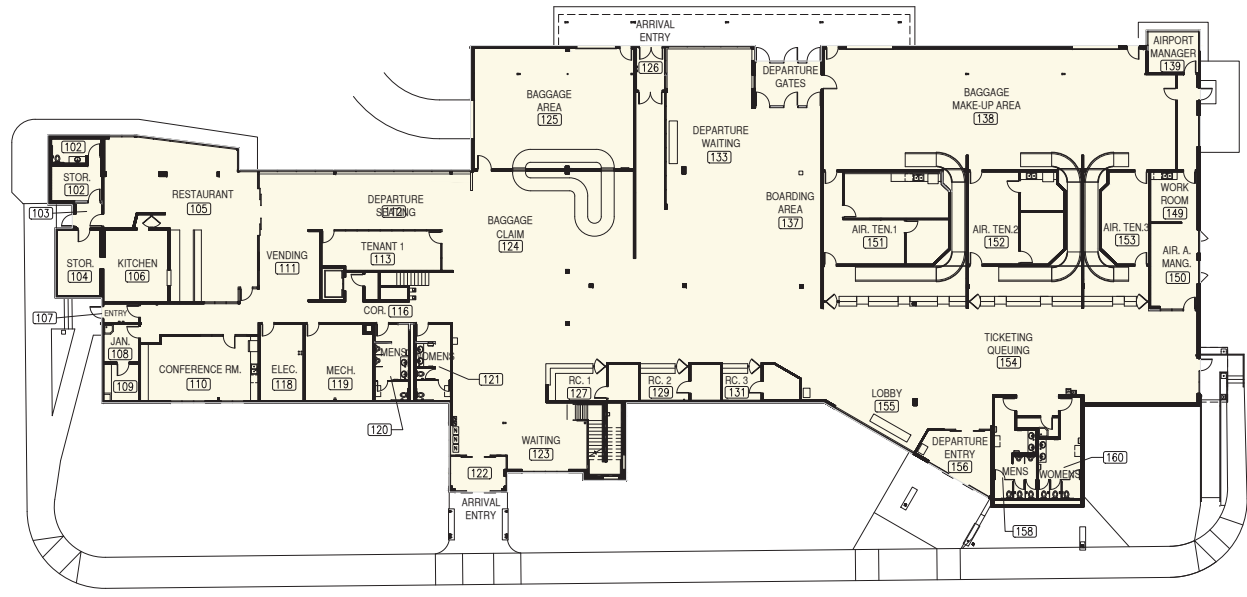
Copy of this report must also be submitted to the Airport Manager's office.



1 SECOND FLOOR PLAN - EXHIBIT

GRAPHIC SCALE: 6" = 24'
2" = 12'

W
S REF. N



2 FIRST FLOOR PLAN - EXHIBIT B

GRAPHIC SCALE: 6" = 24'
2" = 12'

W
S REF. N

KENAI MUNICIPAL AIRPORT

TERMINAL FLOOR PLAN - KENAI, ALASKA

KENAI MUNICIPAL AIRPORT TERMINAL BAR**CITY OWNED EQUIPMENT LIST**

- | | | |
|----|--|--------|
| 1. | Cocktail Service Station, No. 1 | 1 each |
| 2. | Bar Top Extension Drain board with Hand Sink | 1 each |
| 3. | Three Compartment Sink, 24 inches deep | 1 each |
| 4. | Metal Spacer | 1 each |
| 5. | 5 Door Refrigerated Beer Cooler | 1 each |
| 6. | Wire Shelving: | |
| | 1 20" x 36" x 86", 2 tier (over fridge) | |
| | 1 18" x 42" x 86", 4 tier with 8 each "S" clips | |
| | 2 18" x 36" x 86", 8 tier | |
| 7. | Walk-In Cooler | 1 each |

**KENAI CITY COUNCIL – REGULAR MEETING
MARCH 6, 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 March 6, 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
Victoria Askin

Henry Knackstedt, Vice Mayor
Deborah Sounart

A quorum was present.

Absent:

James Baisden

Alex Douthit

Also in attendance were:

**Xinlan Tanner, Student Representative
Terry Eubank, City Manager
Scott Bloom, City Attorney
David Swarner, Finance Director
Stephanie Randall, Human Resource Director
Scott Curtin, Public Works Director
Dave Ross, Police Chief
Shellie Saner, City Clerk

3. Agenda Approval

Mayor Gabriel noted the following additions to the Packet:

- Add to item G. 1. **Unfinished Business, Public Hearing - Resolution No. 2024-05**
- Update Memo

MOTION:

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

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

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

UNANIMOUS CONSENT was requested.

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

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. 3400-2024** - Increasing Estimated Revenues and Appropriations in the Airport Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's Airport Fund. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3400-2024. Council Member Sounart **SECONDED** the motion.

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

It was reported that both this ordinance and the next increased the authorized transfer amount from the Airport Land Sale Fund to the City Airport Fund; the General Ledger Sales Fund to the General Fund; and the increases were due to earnings being higher than projected in calendar year 2023.

VOTE:

YEA: Knackstedt, Askin, Gabriel, Daniel, Sounart

NAY: None

ABSENT: Douthit, Baisden

**Student Representative Tanner: Yea

MOTION PASSED.

2. **Ordinance No. 3401-2024** - Increasing Estimated Revenues and Appropriations in the General Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's General Fund. (Administration)

MOTION:

Vice Mayor Knackstedt **MOVED** to enact Ordinance No. 3401-2024. Council Member Daniel **SECONDED** the motion.

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

VOTE:

YEA: Askin, Gabriel, Daniel, Sounart, Knackstedt

NAY: None

ABSENT: Douthit, Baisden

**Student Representative Tanner: Yea

MOTION PASSED

F. MINUTES

1. *Regular Meeting of February 21,2024. (City Clerk)

G. UNFINISHED BUSINESS

1. **Resolution No. 2024-05** - Amending the Employee Classification Plan by Reclassifying the Public Works Building Official/Manager to a Building Official and Adjusting the Range for this Class. (Administration) [On 02/07/24 Postponed to 02/21/24; On 02/21/24 Postponed to 03/06/24]

[Clerk' Note: The motion to adopt Resolution 2024-05 was on the floor from the February 7, 2024 City Council Meeting.]

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 administration was requesting adoption of the resolution; an offer was extended and accepted for the position at the proposed salary range of 21; the changes will allow the Building Official to focus on issuing building permits and ensuring all new buildings are in code compliance.

UNANIMOUS CONSENT was requested.

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

H. NEW BUSINESS

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

Approved by the consent agenda.

2. ***Ordinance No. 3402-2023** - Accepting and Appropriating a Donation to the Kenai Community Library for Library Materials, Programming, Furniture and Shelving. (Administration)

Introduced by the consent agenda and Public Hearing set for March 20, 2024.

3. ***Ordinance No. 3403-2023** - Amending Sections of Kenai Municipal Code Chapters 21.10 - Leasing and Acquisition of Airport Reserve Lands, and 22.05 - Disposition of City Lands, to Extend the Time Allowed for Private Development on City Leased Lots and Requiring Certain Financial Assurances Prior to Lease Execution. (Administration)

Introduced by the consent agenda and Public Hearing set for March 20, 2024.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging

No report, next meeting March 14, 2024.

2. Airport Commission

No report, next meeting March 14, 2024

3. Harbor Commission

No report, next meeting March 11, 2024

4. Parks and Recreation Commission

No report, next meeting March 7, 2024

5. Planning and Zoning Commission

No report, next meeting March 13, 2024.

6. Beautification Committee

No report, next meeting April 9, 2024.

J. REPORT OF THE MAYOR

1. Mayor Recognition - Thanking Bob Peters for 30-Years of Service to the City of Kenai.

Mayor Gabriel presented Bob Peters with a plaque of recognition for his 30-years of service to the City of Kenai serving on both the Library and Harbor Commission; and reported on the following:

- Reminded Council about the upcoming employee evaluations and provided an overview of the process.

K. ADMINISTRATION REPORTS

1. City Manager - City Manager Eubank reported on the following:
 - Classification Study presentation tentatively scheduled for April 3, 2024.
 - Employee Appreciation dinner scheduled for April 26, 2024.
 - State of the City Presentation scheduled for April 17, 2024.
 - Working with Senator Bjorkman regarding the scope of the Bluff Stabilization Grant from the Department of Environmental Conservation Grant to clarify what the funds may be used for.
 - City Capital Improvement Projects have been entered into the State of Alaska CAPSIS system and shared with the City's Federal and State Legislative Delegates.

There was discussion regarding tracking the progress of the Bluff Stabilization Project with imagery.

2. City Attorney - No report.
3. City Clerk – City Clerk Saner reported on the following:
 - Update regarding House Bill 250 having no committee action.
 - Annual Financial Statements are due by April 15, 2024.

L. ADDITIONAL PUBLIC COMMENTS

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

Marion Nelson, Board President of the Kenai Fine Art Center stated her appreciation for Bob Peters and his service to the City over the years; noted CIRCAC has extensive photographs of the Bluff that may assist with image documentation of the Bluff; and mentioned a possible future gallery show featuring a visual image collection of the Bluff erosion and stabilization.

Bob Peters addressed the Council regarding the progress on the Bluff Stabilization project over the years; stated that he loves the City of Kenai and he never gave the City a service that he did not get more back from himself; and he wished were able to attend more meetings of the Council.

Samantha Springer, Executive Director of the Kenai Chamber of Commerce and Visitor Center addressed the Council regarding a joint Tourism and Marketing Campaign with the Kenai Peninsula Borough and the Kenai Peninsula Economic Development District; and reported that Alaska Airlines authorized a discount code for those traveling here for the Kenai River Marathon.

2. Council Comments

Student Representative Tanner provided an update on the current activities at Connections, Kenai Alternative High School and Kenai Central High School, noting less activity due to the upcoming spring break.

Council Member Sounart thanked Bob Peters for his time, energy and efforts dedicated to the City over the years.

Council Member Askin stated her appreciation for Bob Peters knowledge while serving with him on the Harbor Commission; and reported attending the Kenai Historical Meeting and the First Friday event.

Council Member Daniel thanked Bob Peters for his services; reported on his participation in the Mountain View Elementary, Love of Reading; and reminded everyone about the upcoming Hockey Club fund raising event.

Vice Mayor Knackstedt thanked Bob Peters for his service to the City; reported attending both the First Friday at the Kenai Fine Art Center and the First Friday at the Visitor Center; and provided an update from the Bronze Bear Statue Group.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS

- 1. **Ordinance No. 3392-2024** - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District. (Knackstedt) [On 02/21/24 this item was postponed to 03/20/24.]

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 6:50 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of March 6, 2024.

Michelle M. Saner, MMC
City Clerk

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



Sponsored by: Vice Mayor Knackstedt

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conservation	C Zone
Rural Residential	RR Zone
Suburban Residential	RS Zone
Rural Residential	RR-1 Zone
Suburban Residential	RS-1 Zone
Suburban Residential	RS-2 Zone
Urban Residential	RU Zone
Central Commercial	CC Zone
General Commercial	CG Zone
Limited Commercial	LC Zone
Light Industrial	IL Zone
Heavy Industrial	IH Zone
Recreational	R Zone
Townsite Historic	TSH Zone
Education Zone	ED Zone

Central Mixed Use CMU Zone
Working Waterfront WW Zone

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

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

14.20.128 Working Waterfront Zone (WW Zone).

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

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

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

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

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

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

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

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

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

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

14.22.010 Land use table.

LAND USE TABLE

KEY: P = Principal Permitted Use

C = Conditional Use

S = Secondary Use

N = Not Permitted

NOTE: Reference footnotes on following pages for additional restrictions

ZONING DISTRICTS																			
LAND USES	ALI	C	RR	R R- 1	RS	RS -1	RS-2	R U	CC	C G	IL	IH	E D	R	TS H	LC	CMU	<u>WW</u>	
RESIDENTIAL																			
One-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	S ²	S ²	C ² ₂	P	P	P	S ¹ /C ²¹	<u>C</u>	
Two-, Three-Family Dwelling	N	C ¹⁸	P	P	P	P	P	P	P ²¹	S ¹	C	C	C ² ₂	P	P	P	S ¹ /C ²¹	<u>P</u>	
Four-Family Dwelling	N	C ¹⁸	P	C ³ _{,29}	P	N	N	P	P ²¹	S ¹	C	C	C ² ₂	N	P	C	S ¹ /C ²¹	<u>P</u>	
Five-, Six-Family Dwelling	N	C ¹⁸	C ³	N	P	N	N	P	P ²¹	S ¹	C	C	N	N	P	C	S ¹ /C ²¹	<u>P</u>	
Seven- or More Family Dwelling	N	C ¹⁸	C ³	N	C ³	N	N	P	P ²¹	S ¹	C	C	N	N	P	C	S ¹ /C ²¹	<u>P</u>	
Mobile Home Parks ⁶	N	N	C	N	C	C	C	C	C	C	C	C	N	C	N	N	C	<u>N</u>	
Planned Unit Residential Development ⁷	N	C ¹⁸	C	C ² ₉	C	C	C	C	C	C	C	C	N	C	C	C	C	<u>P</u>	
Townhouses ⁴	N	C ¹⁸	C ³	C ³ _{,29}	C ³	C ³	C ³	C ³	C	C	C	C	C ² ₂	C	C	C	C	<u>C³²</u>	

Accessory Building on Parcel Without Main Building or Use (See KMC 14.20.200)	N	N	C	C	C	C	C	C	N	N	N	N	N	N	C	N	N	<u>N</u>
COMMERCIAL																		
Airport Compatible Uses	P	N	N	N	N	N	N	N	C	C	C	C	N	N	N	C	C	<u>C</u>
Adult Businesses	N	N	N	N	N	N	N	N	P ³¹	P ³ ₁	P ³ ₁	P ³ ₁	N	N	N	N	N	<u>N</u>
Automotive Sales	C	N	C	N	N	N	N	C	P	P	P	P	N	N	N	N	P	<u>N</u>
Automotive Service Stations	C	N	C	N	N	N	N	C	P	P	P	P	N	C	N	N	P	<u>C</u> ³²
Banks	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Business/Consumer Services	C	N	C	C	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Commercial Recreation	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P	<u>P</u>
Guide Service	C	N	C	N	C	N	N	C	P	P	P	P	N	P	P	C	P	<u>P</u>
Hotels/Motels	C	N	C	N	C	N	N	C	P	P	P	C	N	C	P	C	P	<u>P</u>
Lodge	C	N	C	N	C	N	N	C	P	P	P	C	N	P	P	C	P	<u>P</u>
Marijuana Cultivation Facility, Limited ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	N	<u>N</u>
Marijuana Cultivation Facility, Standard ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	N	<u>N</u>
Marijuana Product Manufacturing Facility ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N	N	<u>N</u>
Marijuana Testing Facility ³⁰	N	N	N	N	N	N	N	N	C	C	P	P	N	N	N	C	C	<u>N</u>

Professional Offices	C	N	C	C	C	N	N	P	P	P	P	P	N	C	P	P	P	<u>P</u>
Restaurants	C	N	C	N	C	N	N	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Retail Business	C	N ²⁶	C	N	C	N	N	C	P	P	P	P	S ₄ ²	S ₄ ²	C	C	P	<u>P</u>
Retail Marijuana Store ³⁰	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C	C	<u>C</u>
Theaters	N	N	C	N	C	N	N	C	P	P	C	C	N	P	C	C	P	<u>P</u>
Wholesale Business	C	N	C	N	C	N	N	C	C	P	P	P	N	S ₄ ²	C	C	N	<u>N</u>
INDUSTRIAL																		
Airports	C	P ²⁰	C	N	C	N	N	C	C	C	C	C	N	C	N	N	C	<u>C</u>
Necessary Aviation Facilities	P	P	C	C	C	C	C	C	P	P	P	P	C	P	C	P	P	<u>C</u>
Automotive Repair	P	N	C	N	C	N	N	C	P	P	P	P	N	N	N	N	P	<u>C³²</u>
Gas Manufacturer/Storage	C ⁹	N	N	N	C	N	N	N	N	N	C ⁹	C ⁹	N	N	N	N	N	<u>C</u>
Manufacturing/Fabricating/Assembly	P	N	C	N	C	N	N	C	C	P	P	P	N	C	C	N	C	<u>C</u>
Mini-Storage Facility	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	C	C	<u>N</u>
Storage Yard	C	N	C	N	C	N	N	C	C	P	P	P	N	N	N	N	C	<u>C³²</u>
Warehouses	C	N	C	N	C	N	N	C	N	P	P	P	N	C	N	N	N	<u>C</u>
PUBLIC/INSTITUTIONAL																		
Assisted Living	N	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	<u>C</u>
Churches*	N	C	P ¹⁰	P ₀ ¹	P ¹⁰	P ¹⁰	P ¹⁰	P ₀ ¹	P ¹⁰	P ₀ ¹	C	C	P	P ₀ ¹	P	P	P	<u>P</u>

Clinics	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	P	P	<u>P</u>
Colleges*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Elementary Schools*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Governmental Buildings	P	C	C	C ² ₉	C	C	C	C	P	P	P	C	P	C	C	P	P	<u>P</u>
High Schools*	N	C	C	C ² ₉	C	C	C	C	P	P	C	C	P	C	C	C	P	<u>P</u>
Hospitals*	N	C	C	N	C	C	C	C	P	P	P	C	C	C	C	C	P	<u>P</u>
Libraries*	N	C	C	C ² ₉	C	C	C	C ¹ ₂	P	P	P	C	P	C	P	C	P	<u>P</u>
Museums	C	C	C	C ² ₉	C	C	C	C	P	P	P	C	P	C	P	C	P	<u>P</u>
Parks and Recreation	N	P	C	C ² ₉	C	C	C	C	P	P	P	P	P	P	P	C	P	<u>P</u>
MISCELLANEOUS																		
Animal Boarding/Commercial Kennel ¹³	C	C	C	N	C	C	N	N	C	C	C	C	N	C	N	C	C	<u>C</u>
Assemblies ¹⁵ (Large: Circuses, Fairs, etc.)	P	C	C	N	C	C	C	C	P ¹⁵	P ¹ ₅	P ¹ ₅	P ¹ ₅	P ¹ ₅	C	P	N	P ¹⁵	<u>P</u>
Bed and Breakfasts	N	C	C	C	C	C	C	C	C	C	C	C	N	P	C	C	P	<u>P</u>
Cabin Rentals	N	C	C	N	C	N	N	N	P	P	P	C	N	P	P	C	P	<u>P</u>
Cemeteries	P	C	C	N	C	N	N	N	N	C	C	C	N	C	C	N	N	<u>N</u>
Communications Towers and Antenna(s), Radio/TV Transmitters/Cell Sites** ²⁸	C	P	C	N	C	C	C	C	P	P	P	P	P	C	C	C	C	<u>C</u>

Crematories/Funeral Homes	N	N	C	N	C	N	N	C	C	C	C	C	N	C	C	C	C	<u>N</u>
Day Care Centers ¹²	N	C	C	C ² ₉	C	C	C	C	P	P	P	C	C	C	C	P	P	<u>P</u>
Dormitories/Boarding Houses	N	C	C	N	C	C	C	P	P ²¹	S	C	P	P ² ₃	C	C	C	P	<u>P</u>
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>
Farming/General Agriculture***	N	P	P	N	N	N	N	N	N	N	N	P	N	P	N	N	N	<u>C</u>
Fraternal Organizations/ Private Clubs/Social Halls and Union Halls	N	N	C	N	C	C	C	C	P	P	P	C	N	C	P	C	P	<u>P</u>
Greenhouses/Tree Nurseries ¹³	N	C	C	N	C	C	C	C	P	P	P	C	N	C	C	C	P	<u>P</u>
Gunsmithing, Taxidermy	N	N	C	C	C	C	C	C	P	P	P	P	N	C	P	P	P	<u>P</u>
Nursing, Convalescent or Rest Homes	N	N	C	N	C	C	C	C	P	P	C	C	C	C	C	C	P	<u>P</u>
Parking, Public Lots ¹²	C	C	C	N	C	C	C	C	C	C	C	C	C	C	C	C	C	<u>C</u>
Personal Services ²⁵	N	C	C	N	C	C	C	C	P	P	P	P	C	C	P	P/C ²⁷	P	<u>P</u>
Recreational Vehicle Parks	N	C	C	N	C	N	N	C	C	C	C	C	N	C	C	N	C	<u>C</u>
Subsurface Extraction of Natural Resources ¹⁶	C	C	C	C	C	C	C	C	C	C	C	C	N	C	N	N	N	<u>C</u>
Surface Extraction of Natural Resources ¹⁷	C	C	C	N	C	N	N	C	N	C	C	C	N	C	N	N	N	<u>N</u>

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

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

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

Footnotes:

- 1** Allowed as a secondary use except on the ground floor of the part of the building fronting on collector streets and major highways. Commercial or industrial which falls under the landscaping/site plans requirements of KMC Chapter [14.25](#) shall include any secondary uses in the landscaping and site plans.
- 2** One (1) single-family residence per parcel, which is part of the main building.
- 3** Allowed as a conditional use, subject to satisfying the following conditions:
 - a** The usable area per dwelling unit shall be the same as that required for dwelling units in the RS Zone;
 - b** The site square footage in area must be approved by the Commission;
 - c** Yards around the site, off-street parking, and other development requirements shall be the same as for principal uses in the RR Zone;
 - d** Water and sewer facilities shall meet the requirements of all applicable health regulations;
 - e** The proposed dwelling group will constitute a residential area of sustained desirability and stability, will be in harmony with the character of the surrounding neighborhood, and will not adversely affect surrounding property values;
 - f** The buildings shall be used only for residential purposes and customary accessory uses, such as garages, storage spaces, and recreational and community activities;
 - g** There shall be provided, as part of the proposed development, adequate recreation areas to serve the needs of the anticipated population;
 - h** The development shall not produce a volume of traffic in excess of the capacity for which the access streets are designed;
 - i** The property adjacent to the proposed dwelling group will not be adversely affected.
- 4** See “Townhouses” section.
- 5** See “Mobile Homes” section.
- 6** Allowed as a conditional use, subject to “Mobile Homes” section; and provided, that any mobile home park meets the minimum Federal Housing Authority requirements.
- 7** See “Planned Unit Residential Development” section.
- 8** Allowed as a conditional use; provided, that the proposed location and the characteristics of the site will not destroy the residential character of the neighborhood.
- 9** Allowed as a conditional use; provided, that all applicable safety and fire regulations are met.
- 10** Provided, that no part of any building is located nearer than thirty (30) feet to any adjoining street or property line.
- 11** Allowed as a conditional use; provided, that no part of any building is located nearer than thirty (30) feet to any adjoining street or property line; and provided further, that the proposed location and characteristics of the use will not adversely affect the commercial development of the zone.

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

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

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

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

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

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

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

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

16 See “Conditional Uses” section.

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

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

19 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

where youth are likely to be present (limited to public parks, youth recreational centers, public playgrounds, public libraries).

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

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

14.24.010 Minimum lot area requirements.

Table 14.24.010. DEVELOPMENT REQUIREMENTS TABLE

ZONING DISTRICTS										
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/T SH	ALI/IL/IH/ CC/CG/CMU/ <u>WW</u>	R	ED	LC
MINIMUM LOT AREA (square feet)							See individual sections of Code for requirements.			
Single/Two/Three Family Dwelling	20,000	20,000	7,200	12,500	7,200	7,200		20,000	20,000	12,500
Four Family Dwelling	20,000	22,400	9,600	N	N	7,200		N	N	12,500
Five Family Dwelling	22,400	N	12,000	N	N	7,200		N	N	12,500
Six Family Dwelling	24,800	N	14,400	N	N	7,200		N	N	12,500
Seven or More Family Dwelling	27,200 + 2,400 for each unit over 7	N	16,800 + 2,400 for each unit over 7	N	N	7,200		N	N	12,500
Maximum Height (feet)	35	35	35	35	35					35

Key: N = Not allowed.

Footnotes:

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

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

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

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

14.24.020 General Requirements.

Table 14.24.020. DEVELOPMENT REQUIREMENTS TABLE

ZONING DISTRICTS										
USES	C/RR	RR-1	RS	RS-1	RS-2	RU/TSH	ALI/IL/IH/CC/CG/ CMU/WW	R	ED	LC
MINIMUM LOT WIDTH (feet)	90	90	60	60	60	60	See individual sections of Code for requirements	90	90	90
MINIMUM LOT SIZE (feet)										
Front Setback ¹	20	20	20	20	20	10	20	20	20	20
Side Setback ²										
One-Story ³	15	15	5	5	5	5	10	15	15	15
Daylight Basement/Split Level ³	15	15	10	10	10	5	10	15	15	15
Two-Story ³	15	15	15	15	15	5 ⁴	10	15	15	15
Rear Setback	20	20	20	20	20	10 ⁴	10	20	20	20
Maximum Lot Coverage	30%	30%	30%	30%	30%	40%		30%	30%	30%
Maximum Height (feet)	35	35	35	35	35					35

Footnotes:

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

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

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

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

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

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

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

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

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

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

14.24.030 Addendum to development requirements tables.

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

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

Portion of Govt Lot 10 Lying Southeasterly of US Survey 4563 Amended, Section 4, T5N R11W	04901130
Lot 1, Kristine Subdivision No. 1	04901133
Lot 2, Kristine Subdivision No. 1	04901134
Tract B, Kenai Tidelands Survey No. 2	04901132
Tract C, Kenai Tidelands Survey No. 2	04901404
Lot 3A, Kristine Subdivision Jahrig Addition	04901136
Lot 3B, Kristine Subdivision Jahrig Addition	04901137
Lot 3C, Kristine Subdivision Jahrig Addition	04901138
Lot 1, Baron Wood Subdivision	04901312
Lot 2, Baron Wood Subdivision	04901313
US Survey 678 Amended	04901401
Alaska Tidelands Survey No. 770	04901403
Alaska Tidelands Survey No. 114	04901402
Lot 3, Baron Wood Subdivision No. 2	04901314
Lot 4A, Baron Wood Subdivision No. 2	04901321
Lot 5A, Baron Wood Subdivision No. 2	04901322
Lot 8, Baron Wood Subdivision	04901320
Tract E, Boat Ramp Subdivision	04945009
Tract F-1, Alaska State Land Survey No. 2012-04	04945011
Tract F-2, Alaska State Land Survey No. 2012-04	04945012
Tract A, City of Kenai Boat Ramp & ROW Dedication (Northern Half)	04945002

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

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

<u>Legal Description</u>	<u>Parcel ID</u>
Tract A, City of Kenai Boat Ramp & ROW Dedication (Southern Half)	04945002
Tract B, City of Kenai Boat Ramp & ROW Dedication	04945003

Tract C, City of Kenai Boat Ramp & ROW Dedication	04945004
Tract D, City of Kenai Boat Ramp	04945005
Govt Lots 6, 7, 10 and SE1/4 SE1/4 in Section 8 & Govt Lot 6 and SE1/4 NE1/4 and SE1/4 and NE1/4 SW1/4 and S1/2 SW1/4 Section 9 & Govt Lots 1, 4-6 and NE1/4 NE1/4 Section 17 excluding the Kenai River crossing ROW, T5N R11W (West Side of Bridge Access Road)	04910014

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

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 20TH DAY OF MARCH, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	January 17, 2024
Enacted:	March 20, 2024
Effective:	April 19, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

FROM: Vice Mayor Knackstedt

DATE: January 10, 2024

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

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

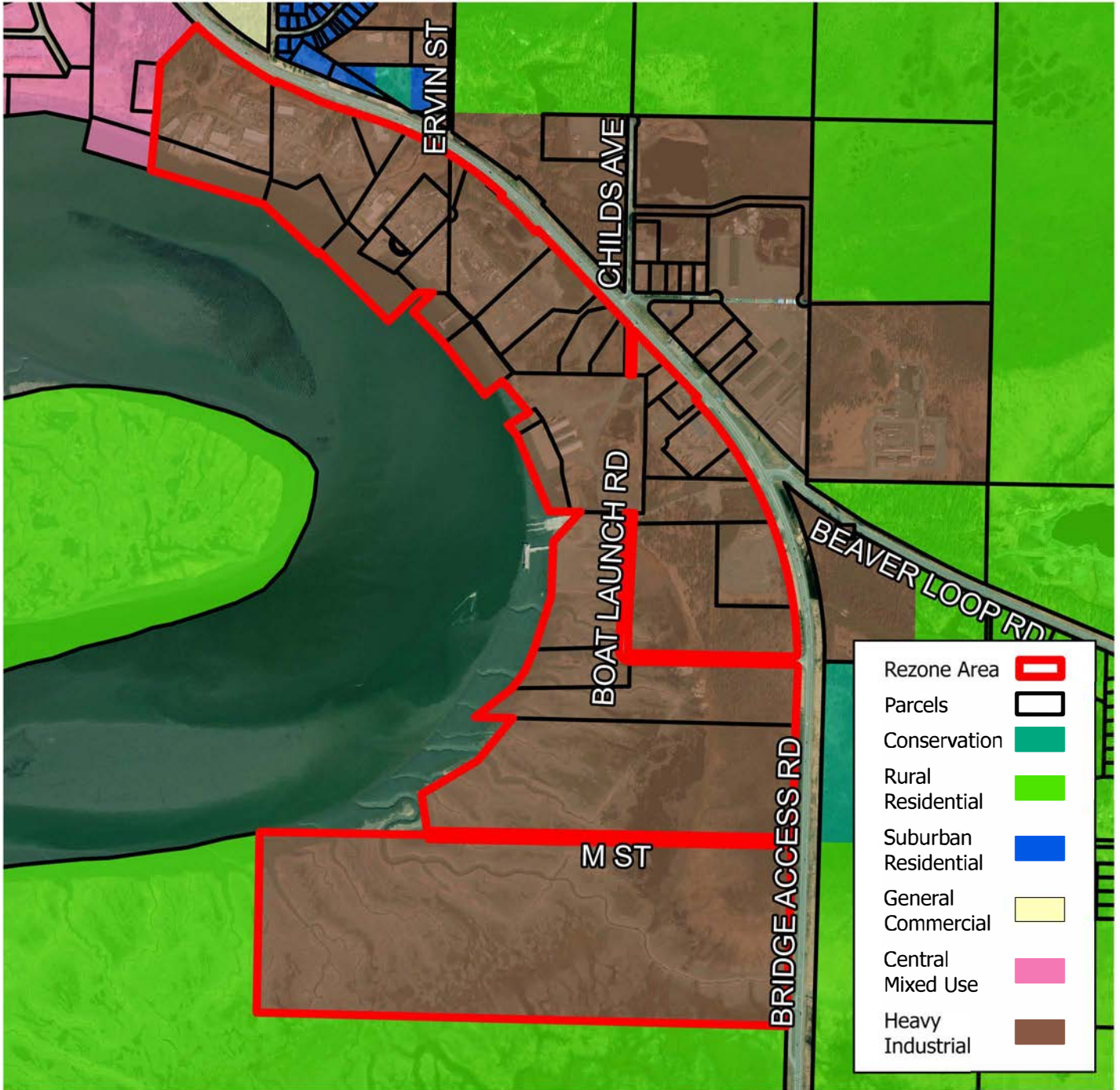
Your consideration is appreciated.

Attachments

- Existing Zoning Map
- Proposed Zoning Map

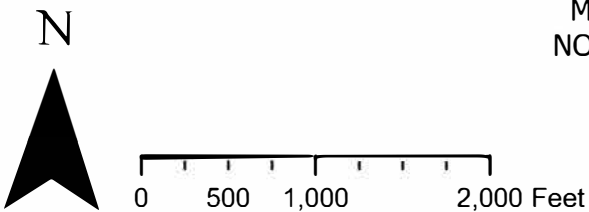


Ordinance 3392-2024 Existing Zoning



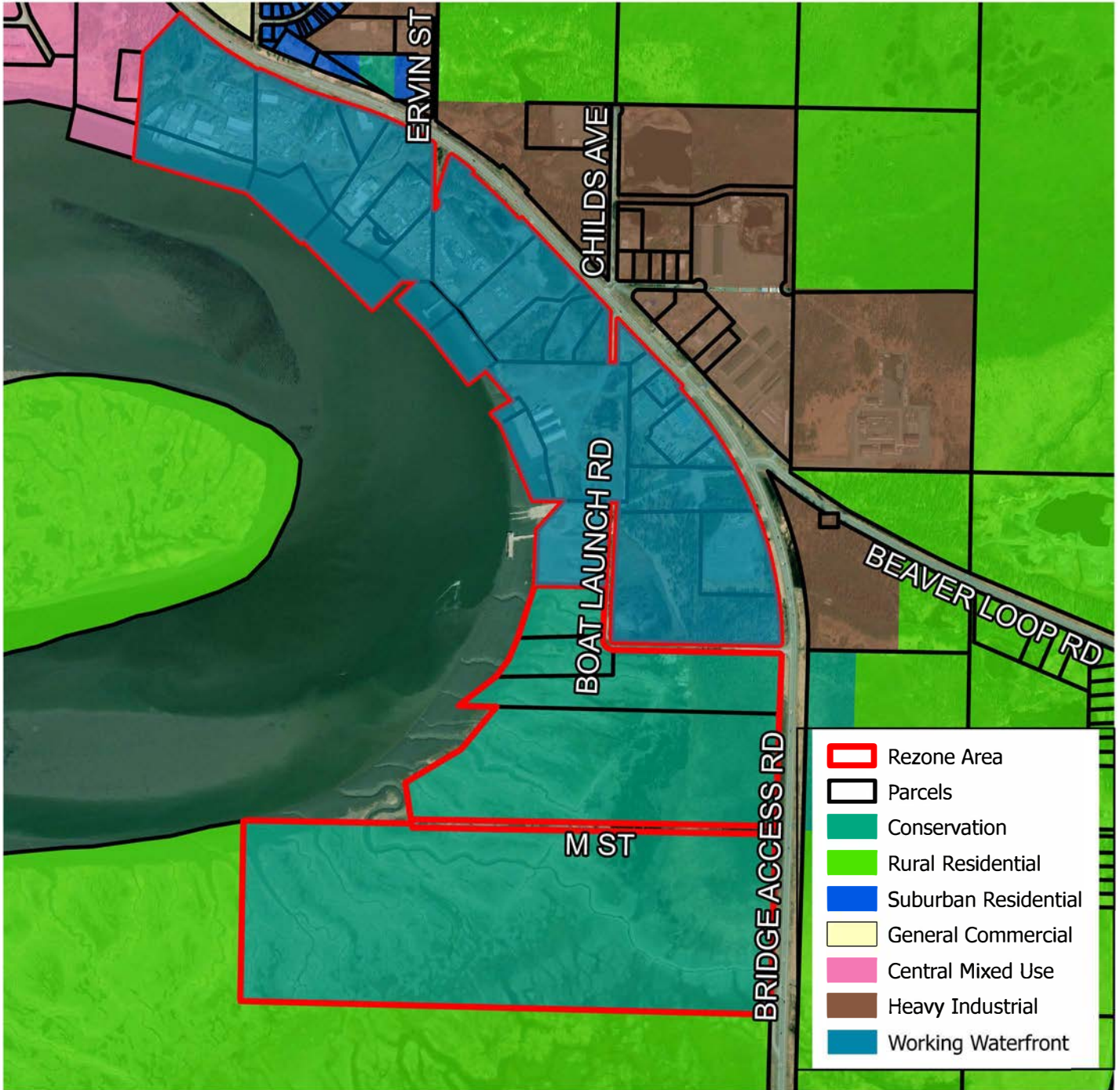
Date Printed: 1/9/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





Ordinance 3392-2024 Proposed Zoning



Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT

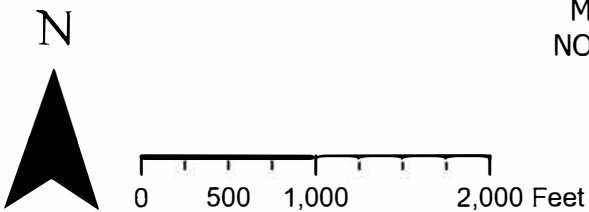
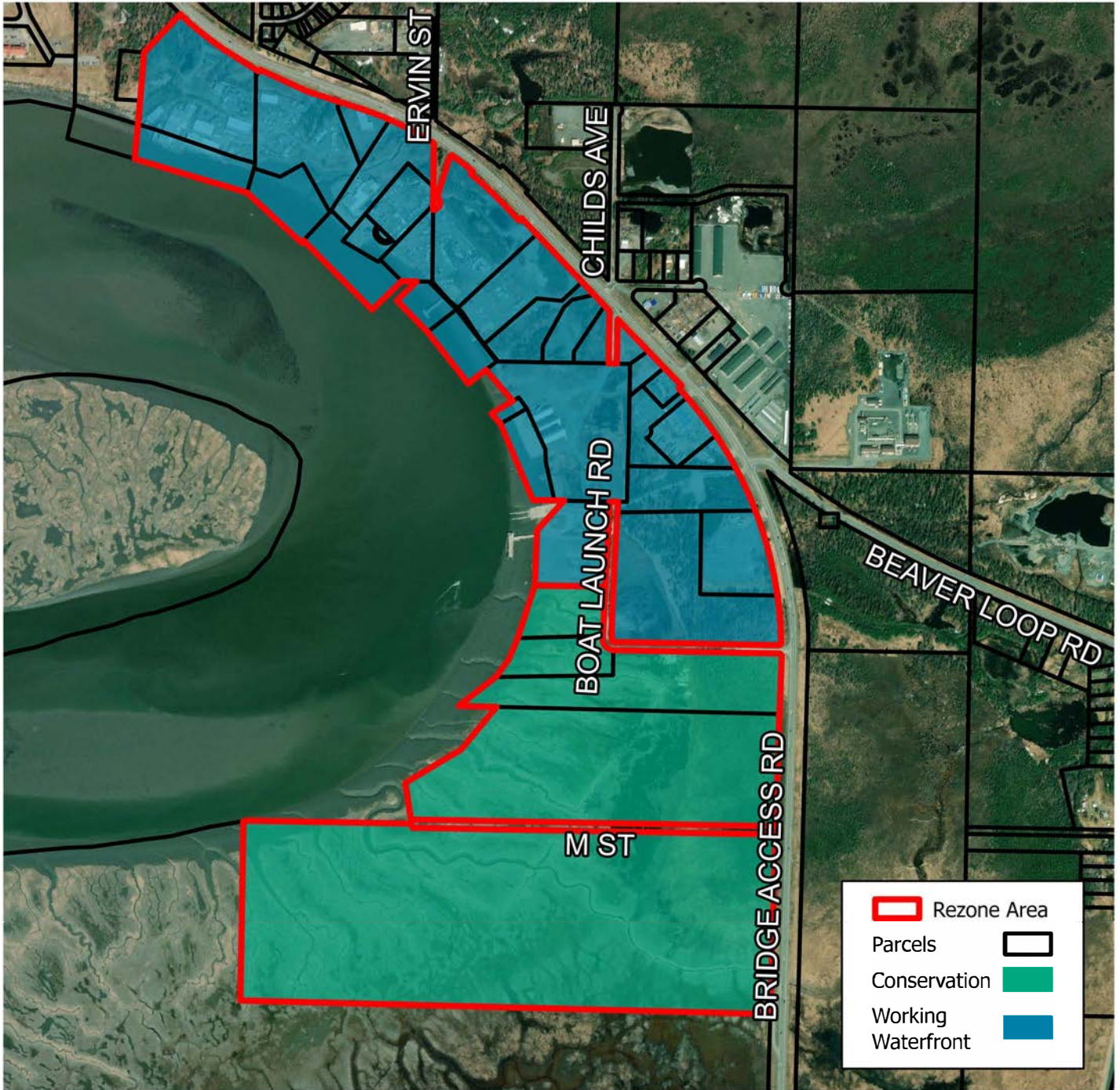




EXHIBIT A

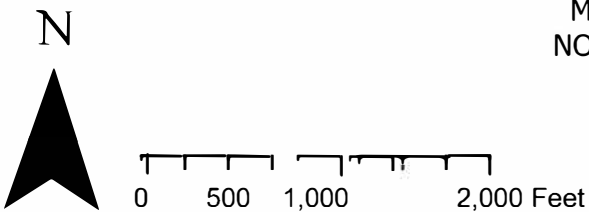
Ordinance 3392-2024

Zoning Map Amendment



Date Printed: 1/10/2024

Map for Reference Only
NOT A LEGAL DOCUMENT





MEMORANDUM

TO: Mayor Gabriel and Council Members
FROM: Henry Knackstedt, Vice Mayor
DATE: March 14, 2024
SUBJECT: Ordinance No. 3392-2024 – Potential Amendments

Ordinance No. 3392-2024 was created with the intent to allow land uses consistent with visions and findings of the Kenai Waterfront Revitalization Assessment (“Assessment”) **to promote development of the waterfront while protecting the existing industry and businesses in the area. This Ordinance seeks to be inclusive of uses to allow for opportunities of growth, development, and innovation as the City continues to refine the vision of the Assessment.**

At their February 14, 2024 Planning and Zoning (P&Z) Commission Regular Meeting, the P&Z Commission requested several amendments for recommendation to City Council on Ordinance No. 3392-2024. After careful review and discussion with Administration, the following are my position on P&Z Commission’s recommended amendments to the proposed land use table for the Working Waterfront (WW) Zoning District.

- “Storage Yard” use is listed as a Conditional Use (C) to protect the existing businesses. A change to Not Permitted (N) would make the existing businesses that operate a storage yard non-conforming, subject to Kenai Municipal Code (KMC) Section 14.20.050 *Nonconforming lots, structures, and uses*.
- “Assisted Living” is listed as a Conditional Use (C) in all zoning districts, except in the Airport Light Industrial (ALI). For consistency, the use should be allowed as a Conditional Use (C). The use should not be prohibited but remain as proposed, Conditional Use (C).
- “Governmental Buildings” is listed as Principal Permitted Use (P). The City and State own several properties in the area and to change the land use table to Not Permitted (N) would prohibit the construction of government buildings, which is defined as “*a building or structure owned and operated by any department, commission, or agency of the United States or of a state or municipality and used to conduct official business of government*”. The use is allowed by right or conditionally in all zoning districts. The use should be listed as Principal Permitted Use (P) or Conditional Use (C).
- “Hospitals” is listed as Principal Permitted Use (P). A hospital is in the best interest of the City and it is allowed in all commercial and mixed-use zoning districts with the exception

of Limited Commercial (LC). The use should be listed as Principal Permitted Use (P) or Conditional Use (C).

- “Day Care Centers” is listed as Principal Permitted Use (P) and it is allowed in all commercial and mixed-use zoning districts. For consistency, the use should be listed as Principal Permitted Use (P).
- “Communications Towers and Antenna(s), Radio/TV Transmitters/Cell Sites” is listed as Conditional Use (C) and it is only prohibited in the Rural Residential 1 (RR-1) zoning district. To prohibit telecommunication facility would deter wireless service expansion in area. If there are concerns on aesthetic and visibility, then it can be address through public hearing process. The use should not be prohibited but remain as proposed, Conditional Use (C).
- “One-Family Dwelling” is listed as Conditional Use (C) to allow all residential density but it is acknowledged that a single-family dwelling should be reviewed for compatibility with the surrounding area. The use is allowed by right or conditionally in all zoning districts, except the Airport Light Industrial (ALI). The use should not be prohibited but remain as proposed, Conditional Use (C).
- “Two-, Three-Family Dwelling” is listed as Principal Permitted Use (P) to all residential density. Similar to the one-family dwelling, it is allowed by right or conditionally in all zoning districts, except in the Airport Light Industrial (ALI). The use should not be Conditional Use (C) but remain as proposed, Principal Permitted Use (P).
- “Retail Marijuana Store” is listed as Conditional Use (C) and it is allowed by right or conditionally in all commercial and mixed-use zoning districts. For consistency, the use should be listed as Conditional Use (C).
- The following defined uses are listed as Principal Permitted Use (P) and P&Z Commission is recommending it be listed as Not Permitted (N). It is open for discussion.
 - “Elementary School” means any school usually consisting of grades pre-kindergarten through grade six (6) or any combination of grades within this range.
 - “High School” means a secondary school usually consisting of grades nine (9) through twelve (12) or any appropriate combination of grades within this range.
 - Fraternal Organizations/Private Clubs/Social Halls and Union Halls
 - “Fraternal organization” means a group of people formally organized for a common object, purpose, or interest (usually cultural, religious or entertainment) that conducts regular meetings and has written membership requirements.



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



PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: MARCH 20, 2024

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	114,302.40
PREMERA	MARCH PREMIUM	VARIOUS	HEALTH INSURANCE	195,176.72
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	123,156.58

INVESTMENTS

VENDOR	DESCRIPTION	MATURITY DATE	AMOUNT	Effect. Int.
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PURCHASE ORDERS OVER \$35,000.00 WHICH NEED COUNCIL APPROVAL
 COUNCIL MEETING OF: MARCH 20, 2024

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
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INCREASE OF EXISTING PURCHASE ORDER

VENDOR	DESCRIPTION	P.O. # - DEPT.	REASON	AMOUNT	TOTAL PO AMT
HDR, INC.	BLUFF STABILIZATION PROJECT	123004 - KENAI BLUFF EROSION	CONSTRUCTION ADMIN SERVICES	188,255.51	937,112.63
NELSON ENGINEERING	KENAI CEMETERY EXPANSION	115143 - CEMETERY IMPROVEMENTS	ASPHALT PARKING AREA, ETC.	25,000.00	52,534.00



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: March 13, 2024
SUBJECT: Purchase Order Increase – HDR, Inc

The purpose of this memo is to request an increase to HDR, Inc. purchase order 123004 from \$748,857.12 to \$937,112.63, an increase of \$188,255.51 to cover costs associated with construction admin services in support of the Bluff Stabilization Project.

The design phase services concluded under budgeted amounts. Through passage of Resolution 2021-35 council had previously authorized a purchase order amount up to \$791,832.68 which included contingency funding. The final design phase services total amounted to \$748,857.12.

The requested increase will allow HDR to continue to act as the Designer of Record, supporting USACE in management of the bluff stabilization project. Services will include review of submittals, participation in construction meetings, travel to rock quarries to verify materials meet intended specifications, closeout documentation including an operation and maintenance manual, etc.

These services have been coordinated with USACE counterparts, we are intending to provide them their requested services which will be billed at actual cost. These services are expected to be grant eligible in support of the project. Approval of this purchase order will also authorize a two year time extension to their existing contract to cover the contractor's timeline for construction.

Sufficient funds for this work reside within Fund 129 under activity code 182. Paid invoices will be submitted to the Corps as work in kind toward the City Sponsor's share of the total project costs.

Council approval is respectfully requested.



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: March 13, 2024
SUBJECT: **Purchase Order Increase Nelson Engineering**

The purpose of this memo is to request an increase to Nelson Engineering's purchase order 115143 from \$27,534 to \$52,534, an increase of \$25,000, in support of the Cemetery Expansion project. The additional funding will allow for completion of the asphalt parking area grading plans including site survey work as well as coordination with HEA in bringing a 100amp electrical service into the property.

This work is expected to be completed quickly, with construction bid release anticipated in April in order for asphalt paving to be completed before the end of July. Funding for this work is provided within the Cemetery Improvement Capital Project Fund number 118 under activity code 228.

With completion of this work over the summer months, we expect the currently available funding in support of the project will be fully consumed. Additional work desired at the cemetery should be brought forth as requests under the annual Capital Improvement Plan.

Councils approval is respectfully requested.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: March 6, 2024

SUBJECT: **Action / Approval- Alaska Youth Soccer Association Special Use Permit for RV camping at the Multi-Purpose Facility Parking Lot**

Alaska Youth Soccer Association is hosting the State Soccer Tournament in Kenai during the summer of 2024. The majority of the games will take place at the Kenai High School and Kenai Middle School soccer fields. As part of hosting the tournament, the Alaska Youth Soccer Association, in partnership with Kenai Peninsula Soccer Club, has requested to use the Multi-Purpose Facility parking lot for RV camping for teams traveling from out of town.

The Council's support is respectfully requested to authorize the City Manager to approve a Special Use Permit submitted by the Alaska Youth Soccer Association to allow RV camping at the Multi-Purpose Facility parking lots.

MULTI-PURPOSE FACILITY SPECIAL USE PERMIT

THE CITY OF KENAI (City) for the considerations, conditions and requirements set forth below, hereby grants to ALASKA YOUTH SOCCER ASSOCIATION (Permittee), a non-profit organization, whose address is Dover Center, 200 W 34th Ave, Anchorage, AK 99503 the right to use the Kenai Multi-Purpose Facility located at 9775 Kenai Spur Highway, Kenai, AK 99611, as provided below.

1. **TERM.** This special use permit shall commence and be effective on July 28th through August 5th, 2024.
2. **PERMIT FEES.** The fee for this permit is \$1.00, plus applicable sales tax.
3. **SPACE.** The space made available by the City for use by the Permittee is the City of Kenai Multi-Purpose Facility parking lot. See Attachment A. This Permit does not include the use of any space inside the City of Kenai Multi-Purpose Building. The Permittee agrees to leave the use area in the same condition as the date of commencement of this Special Use Permit, ordinary use and wear thereof excepted.
4. **PURPOSE.** The aforementioned space to be used solely for the purpose, and no other, of hosting the Alaska State Soccer Tournament and RV Camping. Permittee may not charge any fees to third parties for use of City Facilities including the use of this space for camping. **The City does not have available resources for any sewage disposal onsite and all sewage must be properly disposed of offsite.**
5. **LICENSES AND PERMITS; LAWS.** Permittee shall adhere to all federal, state, and local laws, ordinances, and regulations while conducting its activities on the Premises. Permittee shall obtain and maintain all required federal, state, and local licenses, permits, certificates, and other documents required for Permittee's operations under the Permit. Permittee shall provide proof of compliance to the City upon request by the City.
6. **NO EXCLUSIVITY.** This Permit is not intended to grant any exclusive use to the described Premises.
7. **CLEANUP & PORTABLE RESTROOMS.** The Permittee agrees to take down decorations, signs, and/or banners that were put up by Permittee or Permittee's guest. Garbage is to be deposited into a refuse container each evening or removed off site. Rental of portable restrooms and related services should be considered for the area. Permittee is responsible for all garbage cleanup and removal off site.
8. **INDEMNITY, DEFEND, AND HOLD HARMLESS.** PERMITTEE agrees to fully indemnify, defend, and hold harmless, the CITY, its officers, agents, employees, and volunteers from and against any and all actions, injuries, death, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description including any fees and/or costs reasonably incurred by the CITY'S staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by any act, incident, or accident, occurring as a result of the acts, errors or omissions, of the PERMITTEE or its agents, guests, invitees, or employees, arising in connection with the operations, use, or occupancy of the premises by PERMITTEE. This shall be a continuing release and shall remain in effect after termination of this Agreement.

9. **ASSUMPTION OF RISK.** PERMITTEE assumes full control and sole responsibility as between PERMITTEE and CITY for the activities of PERMITTEE, its personnel, employees, and persons acting on behalf of or under the authority of the PERMITTEE anywhere on the Premises. PERMITTEE shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Agreement.
10. **INSURANCE.** PERMITTEE shall secure and keep in force adequate insurance, as stated below, to protect CITY and PERMITTEE. Where specific limits are stated, the limits are the minimum acceptable limits. If PERMITTEE's insurance policy contains higher limits, CITY is entitled to coverage to the extent of the higher limits.
- A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the CITY as an additional insured.
- B. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to PERMITTEE under this Agreement.
- C. All insurance required must meet the following additional requirements:
- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
 - ii. PERMITTEE shall submit to the CITY proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
 - iii. PERMITTEE shall request a waiver of subrogation against CITY from PERMITTEE's insurer and the waiver of subrogation, where possible, shall be provided at no cost to CITY.
 - iv. Provide the CITY with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
 - v. Evidence of insurance coverage must be submitted to CITY by July 1, 2014. The effective date of the insurance shall be no later than May July 28, 2024.

11. GENERAL TERMS AND CONDITIONS OF USE AND OPERATION

- A.** PERMITTEE may not assign or sublet the Premises.
- B.** PERMITTEE agrees that at all times PERMITTEE will conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized agencies responsible for public safety.
- C.** PERMITTEE will comply with all laws of the United States and State of Alaska; all municipal ordinances; and all lawful orders of the police and fire departments, or other municipal authorities; and will obtain, and pay for all necessary permits and licenses and will not do, nor allow to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or orders.
- D.** PERMITTEE shall not admit to said premises a larger number of persons than can safely and freely move about in said premises; and the decision of CITY in this respect shall be final. It is further understood and agreed that PERMITTEE will permit will keep all passageways and fire exits clear at all times; and that the sidewalks, grounds, entries, passages, vestibules, halls abutting streets, and all ways of access to public utilities of said premises, shall not be obstructed by PERMITTEE or used for any purpose other than for ingress to and egress from demised premises.
- E.** PERMITTEE shall not injure, nor in any manner deface said premises; and shall not permit anything to be done whereby said building or premises shall be in any manner injured or marred, or defaced, nor shall PERMITTEE drive, nor permit to be driven, any nails, hooks, tacks, or screws, in any part of the building, nor shall PERMITTEE make, or allow to be made, any alteration of any kind therein. That if said premises, or any portion of said building or grounds, during the term of this lease, shall be damaged by the act, default, or negligence of PERMITTEE or by PERMITTEE'S agents, employees, guests, invitees, or any person, or persons admitted to said premises by said PERMITTEE, the PERMITTEE will pay CITY upon demand such sum as shall be necessary to restore said premises to their original condition.
- F.** CITY does not relinquish and does hereby retain the right to enforce all necessary laws rules, and regulations, for the management and operations of said premises. CITY retains the right to enter the demised premises at any time and on any occasion, without any restrictions whatsoever.
- G.** CITY reserves the right to eject, or cause to be ejected, from the premises any disorderly person; and neither CITY nor any of its officers, agents, or employees, shall be liable to PERMITTEE for any damages that may be sustained by and through the exercise of such right.

H. PERMITTEE will not allow beer, wine, liquor, or alcoholic beverages of any kind to be sold or consumed upon said premises without the express written consent of CITY.

Should the City agree to allow the sale of alcoholic beverages on the premises, a vendor licensed by the Alaska Alcoholic Beverage Control Board must dispense any and all alcohol beverages on the premises. The vendor must have, during PERMITTEE'S occupancy of said premises, policies of general liability and liquor liability. Said policy must be from a reliable insurance company authorized to transact business in the State of Alaska and subject to suit in Alaska. The City shall be named as an additional insured on said policy with a waiver of subrogation endorsement. Coverage shall be in the amount of \$500,000 for bodily injury, death or property damage resulting from one occurrence.

PERMITTEE agrees to furnish and place on file with CITY, a copy of said policy or a certificate that a policy of insurance has been issued, at the time of execution of this Agreement. The policy is subject to approval by CITY.

12. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.

13. **CONTACT INFORMATION.** The contact information for Permittee, and the person in responsible charge for Permittee during the term of the Permit, for purposes of notice and all communications from City to Permittee is:

BRIAN LUX
6224 Eastwood Ct
Anchorage, AK 99504
303 921 6090

The contact information for City for purposes of notice and all communications from Permittee to City is:

Tyler Best
210 Fidalgo Avenue
Kenai, Alaska 99611
Telephone: (907) 283-8261

15. **RIGHTS OR REMEDIES.** No right or remedy herein conferred upon or reserved to each respective party is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity.

16. **GOVERNING LAW; VENUE.** The laws of State of Alaska will determine the interpretation of this Agreement and the performance thereof. Any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

17. **AUTHORITY.** By signing this Permit, Permittee represents that it has read this agreement and it agrees to be bound by the terms and conditions herein and that the person signing this Permit is authorized to bind Permittee.

CITY OF KENAI

ALASKA YOUTH SOCCER ASSOCIATION

CITY

PERMITTEE

By: _____
Terry Eubank
City Manager

Date

By: *Brian Lux* 1/31
Brian Lux
Director

Date

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, the foregoing instrument was acknowledged before me by TERRY EUBANK, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

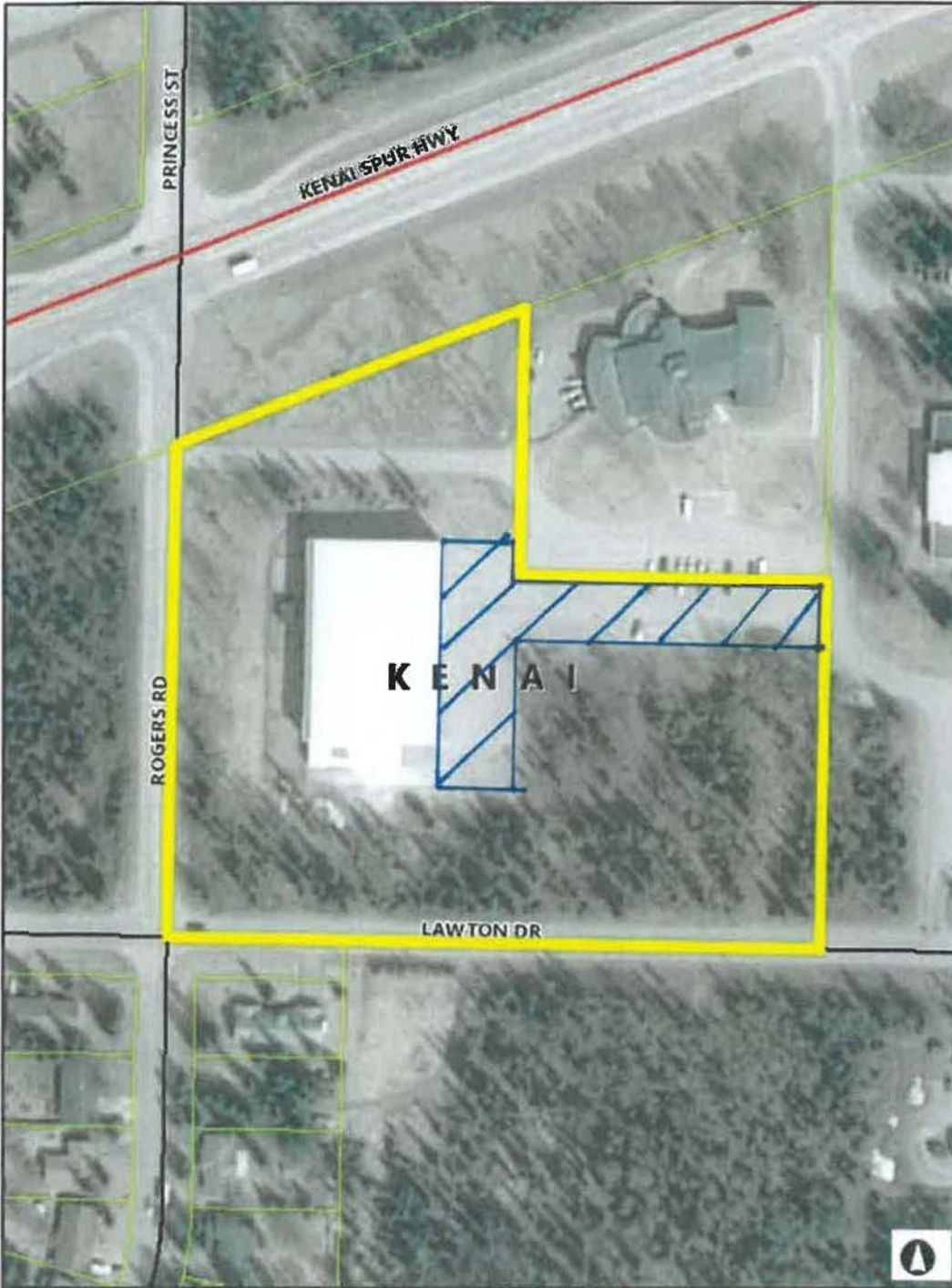
STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, the foregoing instrument was acknowledged before me by Brian Lux, of ALASKA YOUTH SOCCER ASSOCIATION, a non-profit organization, on behalf of the organization.

Notary Public for Alaska
My Commission Expires: _____



Attachment A



Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
 - Town Medium Volume
 - Town Low/Seasonal: Other
 - Proposed
- ▭ Parcels
- Image
 - Red: Red
 - Green: Green
 - Blue: Blue

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

Notes

MULTI-PURPOSE FACILITY
9775 Kenai Spur Highway



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: March 6, 2024

SUBJECT: **Action / Approval- Alaska Youth Soccer Association Special Use Permit for RV camping at the Kenai Sports Complex Parking Lot**

Alaska Youth Soccer Association is hosting the State Soccer Tournament in Kenai during the summer of 2024. The majority of the games will take place at the Kenai High School and Kenai Middle School soccer fields. As part of hosting the tournament, the Alaska Youth Soccer Association, in partnership with Kenai Peninsula Soccer Club, has requested to use the Kenai Sports Complex parking lot for RV camping for teams traveling from out of town.

The Council's support is respectfully requested to authorize the City Manager to approve a Special Use Permit submitted by the Alaska Youth Soccer Association to allow RV camping at the Kenai Sports Complex parking lot.

KENAI SPORTS COMPLEX SPECIAL USE PERMIT

THE CITY OF KENAI (City) for the considerations, conditions and requirements set forth below, hereby grants to ALASKA YOUTH SOCCER ASSOCIATION (Permittee), a non-profit organization, whose address is Dover Center, 200 W 34th Ave, Anchorage, AK 99503 the right to use the Kenai Sports Complex located at 13072 Kenai Spur Highway, Kenai, AK 99611, as provided below.

1. **TERM.** This special use permit shall commence and be effective on July 28th through August 5th, 2024.
2. **PERMIT FEES.** The fee for this permit is \$1.00, plus applicable sales tax.
3. **SPACE.** The space made available by the City for use by the Permittee is the Kenai Sports Complex parking lot. See Attachment A. The Permittee agrees to leave the use area in the same condition as the date of commencement of this Special Use Permit, ordinary use and wear thereof excepted.
4. **PURPOSE.** The aforementioned space to be used solely for the purpose, and no other, of hosting the Alaska State Soccer Tournament and RV Camping. Permittee may not charge any fees to third parties for use of City Facilities including the use of this space for camping. **The City does not have available resources for any sewage disposal onsite and all sewage must be properly disposed of offsite.**
5. **LICENSES AND PERMITS; LAWS.** Permittee shall adhere to all federal, state, and local laws, ordinances, and regulations while conducting its activities on the Premises. Permittee shall obtain and maintain all required federal, state, and local licenses, permits, certificates, and other documents required for Permittee's operations under the Permit. Permittee shall provide proof of compliance to the City upon request by the City.
6. **NO EXCLUSIVITY.** This Permit is not intended to grant any exclusive use to the described Premises.
7. **CLEANUP & PORTABLE RESTROOMS.** The Permittee agrees to take down decorations, signs, and/or banners that were put up by Permittee or Permittee's guest. Garbage is to be deposited into a refuse container each evening or removed off site. Rental of portable restrooms and related services should be considered for the area. Permittee is responsible for all garbage cleanup and removal off site.
8. **INDEMNITY, DEFEND, AND HOLD HARMLESS.** PERMITTEE agrees to fully indemnify, defend, and hold harmless, the CITY, its officers, agents, employees, and volunteers from and against any and all actions, injuries, death, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description including any fees and/or costs reasonably incurred by the CITY'S staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by any act, incident, or accident, occurring as a result of the acts, errors or omissions, of the PERMITTEE or its agents, guests, invitees, or employees, arising in connection with the operations, use, or occupancy of the premises by PERMITTEE. This shall be a continuing release and shall remain in effect after termination of this Agreement.

9. **ASSUMPTION OF RISK.** PERMITTEE assumes full control and sole responsibility as between PERMITTEE and CITY for the activities of PERMITTEE, its personnel, employees, and persons acting on behalf of or under the authority of the PERMITTEE anywhere on the Premises. PERMITTEE shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Agreement.
10. **INSURANCE.** PERMITTEE shall secure and keep in force adequate insurance, as stated below, to protect CITY and PERMITTEE. Where specific limits are stated, the limits are the minimum acceptable limits. If PERMITTEE's insurance policy contains higher limits, CITY is entitled to coverage to the extent of the higher limits.
- A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the CITY as an additional insured.
- B. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to PERMITTEE under this Agreement.
- C. All insurance required must meet the following additional requirements:
- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
 - ii. PERMITTEE shall submit to the CITY proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
 - iii. PERMITTEE shall request a waiver of subrogation against CITY from PERMITTEE's insurer and the waiver of subrogation, where possible, shall be provided at no cost to CITY.
 - iv. Provide the CITY with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
 - v. Evidence of insurance coverage must be submitted to CITY by July 1, 2014. The effective date of the insurance shall be no later than May July 28, 2024.

11. GENERAL TERMS AND CONDITIONS OF USE AND OPERATION

- A.** PERMITTEE may not assign or sublet the Premises.
- B.** PERMITTEE agrees that at all times PERMITTEE will conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized agencies responsible for public safety.
- C.** PERMITTEE will comply with all laws of the United States and State of Alaska; all municipal ordinances; and all lawful orders of the police and fire departments, or other municipal authorities; and will obtain, and pay for all necessary permits and licenses and will not do, nor allow to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or orders.
- D.** PERMITTEE shall not admit to said premises a larger number of persons than can safely and freely move about in said premises; and the decision of CITY in this respect shall be final. It is further understood and agreed that PERMITTEE will permit will keep all passageways and fire exits clear at all times; and that the sidewalks, grounds, entries, passages, vestibules, halls abutting streets, and all ways of access to public utilities of said premises, shall not be obstructed by PERMITTEE or used for any purpose other than for ingress to and egress from demised premises.
- E.** PERMITTEE shall not injure, nor in any manner deface said premises; and shall not permit anything to be done whereby said building or premises shall be in any manner injured or marred, or defaced, nor shall PERMITTEE drive, nor permit to be driven, any nails, hooks, tacks, or screws, in any part of the building, nor shall PERMITTEE make, or allow to be made, any alteration of any kind therein. That if said premises, or any portion of said building or grounds, during the term of this lease, shall be damaged by the act, default, or negligence of PERMITTEE or by PERMITTEE'S agents, employees, guests, invitees, or any person, or persons admitted to said premises by said PERMITTEE, the PERMITTEE will pay CITY upon demand such sum as shall be necessary to restore said premises to their original condition.
- F.** CITY does not relinquish and does hereby retain the right to enforce all necessary laws rules, and regulations, for the management and operations of said premises. CITY retains the right to enter the demised premises at any time and on any occasion, without any restrictions whatsoever.
- G.** CITY reserves the right to eject, or cause to be ejected, from the premises any disorderly person; and neither CITY nor any of its officers, agents, or employees, shall be liable to PERMITTEE for any damages that may be sustained by and through the exercise of such right.

H. PERMITTEE will not allow beer, wine, liquor, or alcoholic beverages of any kind to be sold or consumed upon said premises without the express written consent of CITY.

Should the City agree to allow the sale of alcoholic beverages on the premises, a vendor licensed by the Alaska Alcoholic Beverage Control Board must dispense any and all alcohol beverages on the premises. The vendor must have, during PERMITTEE'S occupancy of said premises, policies of general liability and liquor liability. Said policy must be from a reliable insurance company authorized to transact business in the State of Alaska and subject to suit in Alaska. The City shall be named as an additional insured on said policy with a waiver of subrogation endorsement. Coverage shall be in the amount of \$500,000 for bodily injury, death or property damage resulting from one occurrence.

PERMITTEE agrees to furnish and place on file with CITY, a copy of said policy or a certificate that a policy of insurance has been issued, at the time of execution of this Agreement. The policy is subject to approval by CITY.

12. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.

13. **CONTACT INFORMATION.** The contact information for Permittee, and the person in responsible charge for Permittee during the term of the Permit, for purposes of notice and all communications from City to Permittee is:

Brian Lux
6224 Eastwood Ct
Anchorage, AK 99507
303 921 6090

The contact information for City for purposes of notice and all communications from Permittee to City is:

Tyler Best
210 Fidalgo Avenue
Kenai, Alaska 99611
Telephone: (907) 283-8261

15. **RIGHTS OR REMEDIES.** No right or remedy herein conferred upon or reserved to each respective party is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity.

Attachment A



Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
 - Town Medium Volume
 - Town Low/Seasonal; Other
 - Proposed
- Parcels
- Image
 - Red: Red
 - Green: Green
 - Blue: Blue

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

Notes

KENAI SPORTS COMPLEX
13072 Kenai Spur Hwy



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3404-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT FUND TO PROVIDE SUPPLEMENTAL FUNDING FOR 100 LOW LEAD FLOAT PLANE BASIN FUEL.

WHEREAS, the City purchases 100 Low Lead (LL) Fuel for the Float Plane Basin; and,

WHEREAS, procurement of 100LL is done through the lowest price of available suppliers; and,

WHEREAS, the current account 008-464-2022 in the amount of \$41,000 has received invoices totaling \$25,995.72 through March, 2024; and,

WHEREAS, the City spent \$24,043.50 in May and June 2023 when the price of fuel was \$6.85 per gallon; and,

WHEREAS, additional funds in the amount of \$10,000 will be needed to carry through the remainder of the fiscal year; and,

WHEREAS, the increase in costs stem primarily from an increase in activity from commercial operations; and,

WHEREAS, the additional funds being requested will allow fuel services to continue uninterrupted through June 2024.

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

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

Airport Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$10,000</u>

Increase Appropriations –	
Transfer to Airport Other Buildings and Areas	
Repair and Maintenance Supplies	<u>\$10,000</u>

Section 2. That the City Manager is authorized to execute a change order and increase funds in account 008-464-2022 by \$10,000 for a revised total of \$51,000.

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 3RD DAY OF APRIL, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced: March 20, 2024
Enacted: April 3, 2024
Effective: April 3, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Derek Ables, Airport Manager

DATE: March 9, 2024

SUBJECT: **Ordinance 3404-2024** - Increasing Estimated Revenues and Appropriations in the Airport Fund to Provide Supplemental Funding for 100LL Float Plane Basin Fuel in the Other Buildings and Areas Repair and Maintenance Supplies Fund

This memo requests Council's approval to Increase appropriations in the airport fund to provide 100LL fuel at the float plane basin. With the addition of a commercial operator more fuel is being required. In May and June 2023, the Airport bought 3510 gallons of 100LL costing \$24,043.50. The Airport expects this to be accurate for 2024 as well.

To ensure that fuel service is continued to be provided through the end of the fiscal year the airport expects another \$10,000 is needed. This will increase the funding available in account 008-464-2022 to \$51,000. Currently the account has received invoices totaling \$25,132.29.

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



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3405-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE CONGREGATE HOUSING FUND FOR COSTS ABOVE BUDGETED AMOUNTS.

WHEREAS, Vintage Pointe Manor was constructed in 1992; and,

WHEREAS, emergency and non-budgeted repairs have been in excess of the FY24 Budget for Repair and Maintenance; and,

WHEREAS, the amount of \$15,000 is needed to ensure funds are available through the remainder of FY24; and,

WHEREAS, funds are available in the retained earnings of the Congregate Housing Enterprise Fund; and,

WHEREAS, proper maintenance and repairs are essential to the Facility's long-term life and is in the best interest of the residents of Vintage Pointe Manor and the City of Kenai.

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

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

Congregate Housing Fund:

Increase estimated revenues	
Appropriation of Retained Earnings	<u>\$15,000</u>
Increase appropriations	
Small Tools	\$ 5,000
Operating Supplies	5,000
Professional Services	<u>10,000</u>
	<u>\$15,000</u>

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


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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF APRIL, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance:  _____

Introduced: March 20, 2024
Enacted: April 3, 2024
Effective: April 3, 2024



MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Kathy Romain, Senior Center Director
DATE: March 11, 2024
SUBJECT: **Ordinance No. 3405-2024 – Vintage Pointe Repair & Maintenance**

We have seen an increase in repair and maintenance activities at Vintage Pointe, particularly concerning the boiler, the hot water heaters, and electrical systems. Additionally, several of our original appliances have reached the end of their lifespan, necessitating replacement and incurring substantial costs.

These challenges have placed a significant strain on the FY24 budget, and subsequently we are seeking supplemental funding from the Congregate Housing Enterprise Fund to cover the remaining expenses for FY24.

I respectfully request your approval of Ordinance No. 3405-2024.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3406-2024**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT SPECIAL REVENUE AND AIRPORT IMPROVEMENT CAPITAL PROJECT FUNDS AND AUTHORIZING A FINAL ADJUSTING CONTRACT AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL ENGINEERING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2020 KENAI MUNICIPAL AIRPORT SAND STORAGE FACILITY PROJECT.

WHEREAS, the City of Kenai is nearing completion of the Airport’s Sand Storage Facility Project located at 515 N. Willow St.; and,

WHEREAS, funding for this project has been provided by two grants from the Federal Aviation Administration identified as grant numbers 3-02-0142-064- 2020 and 3-02-0142-065-2021 respectively; and,

WHEREAS, these grant funds are anticipated to cover 100% of the grant eligible costs associated with the project; and,

WHEREAS, prior legislation including passage of Ordinances 3116-2020 and 3155-2020 appropriated these grant funds and awarded a design agreement to HDL Engineering and a construction agreement to Orion Construction in support of the project; and,

WHEREAS, this Ordinance appropriates the Federal Aviation Administration’s share of HDL Engineering contract amendments 2 & 3 in the total amount of \$151,319 and Orion Construction’s change orders 1, 2, & 3 in the total amount of \$50,261.34; and,

WHEREAS, this will bring the total direct costs associated with the project to \$607,332 for HDL Engineering Design and Construction Administration Services and \$2,339,261.34 for Orion Construction’s, Construction costs for a total direct project cost of \$2,946,593.34; and,

WHEREAS, staff intends to seek reimbursement for other project costs including city staff administration time, permit and utility fees associated with the project and will continue that work through grant closeout.

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

Section 1. That the City Manager is authorized to accept grant funding from the Federal Aviation Administration in the amount of \$201,580.34 for the grant eligible portions of HDL Engineering Amendments 1 & 2, and Orion Construction’s Change Orders 1, 2 & 3, and to allow staff to continue to seek reimbursement for City Admin and other project related expenses during grant closeout.

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

Airport Improvements Capital Project Fund:
2020 Sand Storage Facility Project
Increase Estimated Revenues –
FAA Grant

\$201,580.34

Increase Appropriations –
Construction

\$201,580.34

Section 3. That the City Manager is authorized to increase HDL Engineering’s Purchase Order 120153 by \$18,326 to a new total of \$607,332.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 3RD DAY OF APRIL, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: DS

Introduced: March 20, 2024
Enacted: April 3, 2024
Effective: April 3, 2024



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Scott Curtin, Public Works Director

DATE: March 12, 2024

SUBJECT: Ordinance 3406-2024 Airport Sand Storage Facility

The Kenai Municipal Airport’s Sand Storage Facility Project is nearing final completion and will be entering grant closeout soon. This project was significantly delayed due to the timing of the construction contract execution and COVID. Supply chain issues severely impacted the project.

Project history includes the original agreement with HDL Engineering to provide bid ready construction documents which was executed on April 17, 2020 in the amount of \$265,681. On August 10, 2020 the project was released for construction bids, with bids due on August 31, 2020. Orion Construction provided the winning construction bid at a total cost of \$2,289,000.

On September 24, 2020 the City executed grant 3-02-0142-064 in the total amount of \$1,954,101 with the Federal Aviation Administration with the understanding a second grant would follow in the spring. On May 19, 2021 the City executed grant 3-02-0142-065 in the total amount of \$881,161, bringing the total grant funding to date to \$2,835,262.

A formal construction agreement was executed with Orion Construction on October 15, 2020 for the bid amount of \$2,289,000. On October 16, 2020 Contract Amendment 1 was executed with HDL Engineering to award construction administration services in the amount of \$190,332 bringing their total contract to date to \$456,013.

Throughout the course of the project, staff would process two additional contract amendments with HDL Engineering and three construction change orders with Orion Construction in support of the project as detailed below.

HDL Engineering
 Original Contract - \$265,681
 Amendment 1 - \$190,332
 Awarded CA Services
 Amendment 2 - \$132,993
 Additional services due to COVID delays
 Amendment 3 - \$18,326
 Additional services through final completion

Orion Construction
 Original Contract - \$2,289,000
 Change Order 1 - \$0.00
 Provided time extension only
 Change Order 2 - \$43,308.03
 Owner requested additional work
 Change Order 3 - \$6,953.31
 Owner requested additional work

This brings HDL Engineering's total services to \$607,332 and Orion Construction's total services to \$2,339,261.34, with total design and construction costs of \$2,946,593.34.

Staff will continue through closeout submitting costs associated with City Admin hours, permit fees and utility permit and connection fees which are not currently included in the above numbers. We expect a majority of these expenses to also be grant eligible.

For purposes of this Ordinance we are appropriating the FAA related funding for work associate with HDL Engineering contract amendments 2 & 3, as well as Orion Construction's change orders 1, 2 & 3, which combined total \$201,580.34.

Council's approval is respectfully requested.



**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
FEBRUARY 14, 2024 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR JOE HALSTEAD, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on February 14, 2024, in City Hall Council Chambers, Kenai, AK. Chair Halstead called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Halstead led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Joe Halstead, Chair	Gwen Woodard
Glenese Pettey	Sonja Barbaza
Jeff Twait	Diane Fikes

A quorum was present.

Absent:

John Coston, Vice Chair

Also in attendance were:

Linda Mitchell, Planning Director
Alex Douthit, City Council Liaison
Meghan Thibodeau, Deputy City Clerk

3. Approval of Agenda and Consent Agenda

Chair Halstead noted there was a request from staff to include item H.1. on the Consent Agenda.

MOTION:

Commissioner Pettey **MOVED** to approve the agenda and consent agenda with the addition of item H.1. to the Consent Agenda. Commissioner Woodard **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.

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

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

B. APPROVAL OF MINUTES

1. *Regular Meeting of January 24, 2024

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS - None.

F. PUBLIC HEARINGS

1. **Resolution No. PZ2024-03** - Granting a Conditional Use Permit to Allow Cabin Rentals (i.e., Short-Term Rentals) for the 60-Unit Planned Unit Residential Development (PZ2021-10) on the Property Located at 2101 Bowpicker Lane in the Heavy Industrial (IH) Zoning District.

MOTION:

Commissioner Twait **MOVED** to approve Resolution PZ2024-03. Commissioner Woodard **SECONDED** the motion.

Planning Director Mitchell presented her staff report with information provided in the packet, and explained that the applicants have requested an amendment to their Conditional Use Permit (CUP) PZ2021-10 for a 60-unit planned unit residential development (PUD). The amendment would authorize the use of short-term rental of the entire dwelling. The criteria for CUPs were reviewed; it was noted the application met the criteria and City staff recommends approval subject to the following conditions:

1. Any development or use of the property shall comply with all applicable Federal, State of Alaska, and City regulations regardless of whether or not the requirements are listed as conditions for the approval of the Conditional Use Permit.
2. Each short-term rental unit owner or operator must have a valid borough sales tax account.

Clarification was provided that the units are being sold to individual owners but are still governed by their Declaration of Covenants, Conditions, and Restrictions (CC&Rs); this amendment would give the individual owners the option to operate short-term rentals in their unit. There was discussion on enforcement of the CC&R, and how the City addresses complaints of short-term rentals.

Steve Agni, property owner and applicant, clarified that he had believed short-term rentals were allowed in the original CUP. He stated that having recorded CC&Rs that require proper management and operations of short-term rentals will prevent issues such as disturbances.

Chair Halstead opened the floor for public hearing; there being no one wishing to be heard, the public hearing period was closed.

In response to questions from the commission, Agni clarified that the CC&R includes provisions that restrict quiet times, pets, open fires, music, and disturbances of neighbors. He explained the enforcement process of the governing board and that there was onsite management of the property.

There was discussion on the original vision and development of the PUD and surrounding area. It was noted that additional conditions added to the CUP would become City staff's responsibility to enforce, and the Commission can amend or revoke CUPs at a later time if issues arise.

Concerns were expressed that CC&R restrictions might not be known by owners, that the development was not yet completed and not all potential owners are known, and that the Commission had not seen the full CC&Rs.

Clarification was provided that the CUPs run with the land, and currently the CC&R allows short-term rental of the units but the City does not without the CUP in place.

Agni explained that unit owners are legally responsible for knowing CC&R contents, provided details from the CC&R that specify restrictions on usage that apply to the units, and stated that these restrictions address any potential disturbances and are enforceable.

In response to questions from the Commission, Agni provided further detail on the on-site management, security and access to the PUD, and the governing board's enforcement process.

VOTE:

YEA: Pettey, Woodard, Twait, Halstead, Barbaza

NAY: Fikes

ABSENT: Coston

MOTION PASSED.

Chair Halstead noted the 15-day appeal period.

2. **Action/Approval** - Recommending the Kenai City Council Enact Ordinance No. 3391-2024 - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use.

MOTION:

Commissioner Pettey **MOVED** to recommend the Kenai City Council enact Ordinance No. 3391-2024. Commissioner Woodard **SECONDED** the motion.

Director Mitchell presented a staff report as provided in the packet.

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

Commissioner Pettey spoke in support.

VOTE:

YEA: Fikes, Barbaza, Twait, Halstead, Pettey, Woodard

NAY: None

ABSENT: Coston

MOTION PASSED WITHOUT OBJECTION.

3. **Action/Approval** - Recommending the Kenai City Council Enact Ordinance No. 3392-2024 - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District.

MOTION:

Commissioner Pettey **MOVED** to recommend the Kenai City Council enact Ordinance No. 3392-2024. Commissioner Woodard **SECONDED** the motion.

Director Mitchell presented a staff report as provided in the packet.

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

Discussion ensued.

MOTION TO AMEND:

Commissioner Twait **MOVED** to recommend to remove footnote #32 from Townhouses in the Land Use Table. Commissioner Fikes **SECONDED** the motion.

VOTE ON AMENDMENT:

YEA: Fikes, Woodard, Pettey, Halstead, Barbaza, Twait

NAY: None.

ABSENT: Coston

MOTION PASSED WITHOUT OBJECTION.

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend Automotive Repair be changed to Not Permitted under the Land Use Table. Commissioner Woodard **SECONDED** the motion.

Discussion ensued.

Motion was withdrawn with concurrence of the second.

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Retail Marijuana Store be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

Discussion ensued.

VOTE ON AMENDMENT:

YEA: Barbaza, Woodard, Twait, Pettey

NAY: Fikes, Halstead

ABSENT: Coston.

MOTION PASSED.

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Storage Yard be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Warehouses be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

Discussion ensued.

Motion was withdrawn with concurrence of the second.

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend the Assisted Living be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

Discussion ensued.

VOTE ON AMENDMENT:

YEA: Woodard, Pettey, Barbaza, Twait

NAY: Halstead, Fikes

ABSENT: Coston

MOTION PASSED.

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Elementary Schools be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

Discussion ensued. Commissioner Fikes spoke in opposition.

VOTE ON AMENDMENT:

YEA: Twait, Woodard, Barbaza, Pettey, Halstead

NAY: Fikes

ABSENT: Coston

MOTION PASSED.**MOTION TO AMEND:**

Commissioner Pettey **MOVED** to recommend that Governmental Buildings be changed to Not Permitted under the Land Use Table. Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that High Schools be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Hospitals be changed to Not Permitted under the Land Use Table. Commissioner Woodard **SECONDED** the motion.

Discussion ensued.

UNANIMOUS CONSENT was requested.

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

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Animal Boarding/Commercial Kennel be changed to Not Permitted under the Land Use Table. Commissioner Woodard **SECONDED** the motion.

Discussion ensued. Commissioner Twait and Chair Halstead spoke in opposition.

VOTE ON AMENDMENT:

YEA: Pettey, Barbaza

NAY: Halstead, Woodard, Twait, Fikes

ABSENT: Coston

MOTION FAILED.**MOTION TO AMEND:**

Commissioner Pettey **MOVED** to recommend that Communications Towers and Antenna(s), Radio/TV Transmitters/Cell Sites be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

VOTE ON AMENDMENT:

YEA: Barbaza, Fikes, Twait, Pettey

NAY: Halstead, Woodard

ABSENT: Coston.

MOTION PASSED.**MOTION TO AMEND:**

Commissioner Pettey **MOVED** to recommend that Day Care Centers be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

Discussion ensued.

VOTE ON AMENDMENT:

YEA: Pettey, Barbaza

NAY: Twait, Woodard, Halstead, Fikes

ABSENT: Coston

MOTION FAILED.

MOTION TO AMEND:

Commissioner Twait **MOVED** to recommend Day Care Centers be changed to Conditional Use under the Land Use Table. Commissioner Pettey **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

MOTION TO AMEND:

Commissioner Twait **MOVED** to recommend that One-Family Dwelling be changed to Not Permitted under the Land Use Table. Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

MOTION TO AMEND:

Commissioner Twait **MOVED** to recommend that Two-, Three-Family Dwelling be changed to Conditional Use under the Land Use Table. Commissioner Pettey **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend that Fraternal Organizations/Private Clubs/Social Halls and Union Halls be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

MOTION TO AMEND:

Commissioner Pettey **MOVED** to recommend Nursing, Convalescent or Rest Homes be changed to Not Permitted under the Land Use Table. Commissioner Twait **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

VOTE ON MAIN MOTION AS AMENDED:

YEA: Twait, Woodard, Pettey, Barbaza, Fikes, Halstead

NAY: None

ABSENT: Coston

MOTION PASSED WITHOUT OBJECTION.

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS

- Action/Approval -** Granting a Home Occupation Permit to Allow a Home Office and Equipment Storage for a Cleaning Service Business on a Property Located at 810 Set Net Drive in the Rural Residential (RR) Zoning District.

Approved by the consent agenda.

I. REPORTS

1. Planning Director– Planning Director Mitchell reported on the following:
 - Participated in the Kenai Central High School job shadow day.
 - Attended Realtor Association Event as a guest speaker.
 - Full-time Planning Technician position has been offered, new employee Brandon McElrea will be starting February 26th.
 - Updated layout of online GIS map gallery.
 - Discussed annual CUP reports and whether they serve a purpose; proposed amending code to remove requirement.
 - Last week for the Building Official.
 - Three CUPs, a home occupation and several plats are in progress.
 - Implementation of code enforcement software has been delayed.
 - City departments are preparing for annual budget process.
2. Commission Chair - Chair Halstead noted that he appreciated the good discussion.
3. Kenai Peninsula Borough Planning - Commissioner Fikes reported on recent actions of the Kenai Peninsula Borough Planning Commission.
4. City Council Liaison - Council Member Douthit reported on recent City Council actions.

J. ADDITIONAL PUBLIC COMMENT

Jeanne Reveal, resident and Harbor Commissioner, thanked the Commission.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: February 28, 2024

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Barbaza thanked the Commission and staff.

Commissioner Pettey thanked Planning Director and stated support for CUP annual report process amendment for improving efficiency. Noted that it was a good discussion, and expressed appreciation for the Joint Work Session with the Harbor Commission on the waterfront rezone.

Commissioner Fikes expressed appreciation for the input and discussion from the Commission, said she supported lightening the load for staff, and thanked Planning Director Mitchell.

M. PENDING ITEMS – None.**N. ADJOURNMENT****O. INFORMATIONAL ITEMS – None.**

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 9:45 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of February 14, 2024:



Meghan Thibodeau
Deputy City Clerk

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
FEBRUARY 28, 2024 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR JOE HALSTEAD, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on February 28, 2024, in City Hall Council Chambers, Kenai, AK. Chair Halstead called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Halstead led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Joe Halstead, Chair	Gwen Woodard
Glenese Pettey	Diane Fikes
Jeff Twait	

A quorum was present.

Absent:

Sonja Barbaza	John Coston, Vice Chair
---------------	-------------------------

Also in attendance were:

Linda Mitchell, Planning Director
 Alex Douthit, City Council Liaison
 Meghan Thibodeau, Deputy City Clerk

3. Approval of Agenda and Consent Agenda

MOTION:

Commissioner Twait **MOVED** to approve the agenda and consent agenda. Commissioner Woodard **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED.**

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. **UNSCHEDULED PUBLIC COMMENTS** - None.

D. **CONSIDERATION OF PLATS** - None.

E. **PUBLIC HEARINGS**

1. **Resolution No. PZ2024-04** – Granting a Conditional Use Permit Amendment to Allow the Use of On-Street Parking Spaces to Meet the Off-Street Parking Requirements for the Performing Arts Center (PZ2023-01) on a Property Located at 475 Daubenspeck Road in the Light Industrial (IL) Zoning District.

MOTION:

Commissioner Twait **MOVED** to approve Resolution PZ2024-04. Commissioner Fikes **SECONDED** the motion.

Planning Director Mitchell presented her staff report with information provided in the packet, and explained that the applicants have requested an amendment to their Conditional Use Permit (CUP) PZ2023-01 for a performing arts center. The amendment would authorize the use of on-street parking spaces to meet the minimum off-street parking requirements. The criteria for CUPs were reviewed; it was noted the application met the criteria and City staff recommends approval subject to the original conditions in the CUP (Resolution No. PZ2023-01).

Chris Parker with K+A Designstudios, applicant and project architect, noted that he was available for questions.

Chair Halstead opened the floor for public hearing; there being no one wishing to be heard, the public hearing period was closed.

In response to questions from the Commission, Parker clarified that the parking requirement is based on the entire theater; that to build additional parking would require a significant budget increase due to the high water table; that they do not intend to modify any existing on-street parking spaces and will be adding two new driveways to the facility.

Director Mitchell provided clarification on additional public parking spaces to the south that would help this use to meet parking requirements, and that these spaces are not designated for the dog park. Further clarification was provided on the potential for future use of other on-street parking spaces.

VOTE:

YEA: Fikes, Twait, Woodard, Pettey, Halstead

NAY: None

ABSENT: Barbaza, Coston

MOTION PASSED WITHOUT OBJECTION.

Chair Halstead noted the 15-day appeal period.

F. **UNFINISHED BUSINESS** – None.

G. **NEW BUSINESS**

1. ***Action/Approval** - Granting a Home Occupation Permit to Allow an Assisted Living for Up to Two (2) Persons on a Property Located at 5743 Kenai Spur in the Limited Commercial (LC) Zoning District.

Approved by the Consent Agenda.

2. **Discussion/Action** – Annual Work Plan for Planning and Zoning Commission

Planning Director Mitchell provided the Commission with a list of Planning & Zoning Commission goals that have been drafted for FY2025. She explained their intent and current status, giving the Commission the opportunity to review and recommended changes.

The Commission did not recommend additional goals or changes.

H. REPORTS

1. Planning Director – Planning Director Mitchell reported on the following:
 - Planning Technician Brandon McElrea started this week.
 - Online training courses from Michigan University have been emailed to all commissioners.
2. Commission Chair – Chair Halstead expressed appreciation for staff.
3. Kenai Peninsula Borough Planning – Commissioner Fikes reported on recent actions of the Kenai Peninsula Borough Planning Commission Meeting.
4. City Council – Council Member Douthit reported on recent actions of the City Council.

I. ADDITIONAL PUBLIC COMMENT – None.

J. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: March 13, 2024

Commissioner Pettey noted she would be absent for the March 13th regular meeting and the March 20th City Council joint work session.

K. COMMISSION COMMENTS AND QUESTIONS

Commissioner Woodard noted that she found the previous work session helpful.

Commissioner Pettey expressed appreciation for Director Mitchell's CUP process updates. Stated support for the parking exception granted through PZ2024-04.


L. PENDING ITEMS – None.

M. ADJOURNMENT

N. INFORMATIONAL ITEMS – None.

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 8:06 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of February 28, 2024.



 Meghan Thibodeau
 Deputy City Clerk



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Derek Ables, Airport Manager
DATE: March 5, 2024
SUBJECT: **Airport Mid-month Report February 2024**

Alaska Regional Fire Training Facility – The Airport Operations and Management met with Alpine Metal Tech to inspect the props at the facility. The safety issues were corrected and it is available for training. Public works also came out and assisted with their steam truck to open up drains. The Airport is getting a quote on maintaining and inspecting the props annually.

Airport Leakage Study- The Airport met with Volaire to finalize plans for the leakage study. Volaire has been very responsive, and the study is moving forward. The overall response from people that visit the airport office has been excitement.

In-house Activities

- The RFP process took place throughout February for the Restaurant and Bar. A meeting was held for potential lessees, and Airport staff reached out to local businesses to propose.
- Airport Operations began working with the Airport tenants to schedule ramp driver training. This will increase the safety on the airport, reiterate the rules, and prevent accidents from occurring.
- The Airport, Public works, HDL, and Finance met with the FAA at our monthly meeting to discuss deadlines for grants and environmental documents for \$54,000,000 in projects scheduled through 2027.



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Jessica “JJ” Hendrickson, Animal Control Chief
DATE: March 11, 2024
SUBJECT: February 2024 Monthly Report

This month the Kenai Animal Shelter took in **21** animals. Animal intake and disposition:

DOGS:				
	INTAKE	12	DISPOSITION	12
	Waiver	9	Adopted	2
	Stray	2	Euthanized	4
	Impound	0	Claimed	0
	Protective Custody	1	Field Release	0
	Quarantine	0	Transferred	6
	Other Intakes	0	Other Dispositions	0
CATS:				
	INTAKE	8	DISPOSITION	10
	Waiver	6	Adopted	10
	Stray	2	Euthanized	0
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0
	Other Intakes	0	Other Dispositions	0

OTHER ANIMALS:				
	INTAKE		DISPOSITION	
	Guinea Pig	0	Rabbit	1
	Rabbit	1	Bird	0
	Other	0	Guinea Pig	0
DOA:		7	OTHER STATISTICS:	
	Dog	6	Licenses (City of Kenai Dog Licenses)	15
	Cat	1	Rabies Clinic	0
	Rabbit	0		

- 0** Animal dropped with After Hours (days we are closed but cleaning and with KPD)
- 10** Field Investigations & patrols 2
- 12** Volunteer Hours Logged
- 0** Citations
- 0** Educational Outreach
- 3** Microchip
- Total Animal Contacts:
- 9** Animals are *known* borough animals
- 14** Animals are *known* City of Kenai
- 2** Animals are *known* City of Soldotna
- 0** Animals are *unknown* location

- Statistical Data:
- 58** 2022 YTD Intakes
 - 76** 2023 YTD Intakes
 - 66** 2024 YTD Intakes





MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: March 13, 2024

SUBJECT: **Finance Department Mid-Month Report – February 2024**

The FY24 Budget is now a major focus of the department with budget information being received from Departments. The Council is scheduled to receive its first draft of the FY2024 budget in April. There is much work to be done by all City departments over the next couple of months.

We continue to work with the auditors on finalizing the FY23 financials, currently the auditors are reviewing the draft ACFR.



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Tony Prior, Fire Chief

DATE: March 12, 2024

SUBJECT: Fire Department Mid-Month Report – February

February, 2024 calls for service increased in comparison from 2023 calls, as we continue with a very busy February. Here are the calls for service break down. We required 1 mutual aid request from Nikiski Fire Department (NFD) in February.

February	2023	2024	% change
Month totals	117	158	35.0%
EMS	91	117	28.6%
All Other	26	41	57.7%
Year total	227	303	33.5%

Training:

- Deputy Chief John Harris attended the Leadership Summit in Juneau with the Alaska Fire Chief’s Association.
- EMT III’s continued training on transition to AEMT. All personnel have now completed practical testing and are now scheduling to take the written exam.
- Monthly ARFF training for all shifts, and Rope Rescue Training from Instructor Ben Nabinger.
- Kenai hosted the annual Paramedic Refresher 12th-15th, with Paramedics from throughout the entire KPB in attendance. Stephen Rahm was the instructor for this year.

Projects/Grants:

- We conducted our first round of testing for the open Firefighter position.
- Continued budget preparation for upcoming FY25.
- Fire Marshal Hamilton has started conducting inspections due to the vacancy of the Building Official



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: March 11, 2024
SUBJECT: Human Resources Activity – February 2024

Recruitment

Human Resources worked with the Public Works Director to actively recruit a Building Official. This recruitment was successful, and Joseph Fisher will be joining the City as Building Official on June 3, 2024. The City is currently recruiting for a Public Safety Dispatcher and a Police Officer, as well as five Temporary Enforcement Officers at the Kenai Police Department. The Fire Department is recruiting for a Firefighter.

Safety

Two accidents were reported in February, one of them resulted in a workers' compensation claim.

Special Projects

Human Resources continues to work with McGrath Human Resources Group, the Administration and a working group of City employees to complete a comprehensive review of the City's personnel practices and processes in key areas and provide recommendations. The project timeline has been adjusted to have the consultant present findings during the first council meeting in April. Human Resources also worked with the administration to evaluate proposals submitted for the Health and Life Insurance Consultant and recommend awarding the contract to Parker Smith & Feek.



KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council

THROUGH: Terry Eubank, City Manager

THROUGH: Katja Wolfe, Library Director

FROM: Hannah Meyer, Assistant to the Library Director

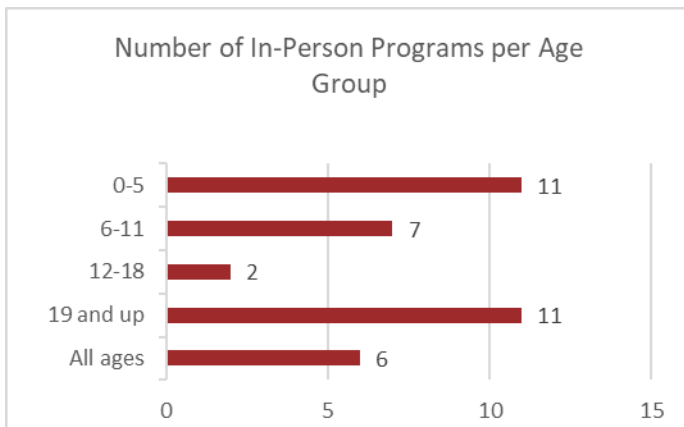
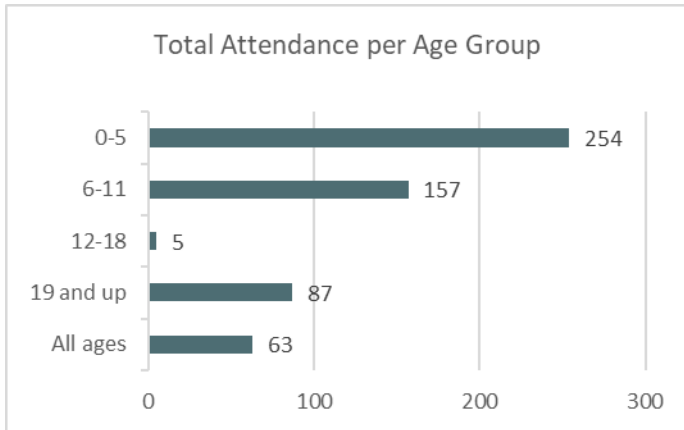
DATE: March 11, 2024

SUBJECT: **Library Report for February 2024**

FEBRUARY 2024 AT A GLANCE

Items Borrowed	Feb-23	Feb-24	2024 YTD
Physical	6,367	6,408	12,681
Digital	1,431	1,803	3,759
Services			
New Memberships	51	68	132
Room Reservations	123	145	278
Programs			
Number of Programs	30	36	82
Program Attendance	415	531	943
Technology Sessions			
Computer sessions	447	494	1,047
WiFi Sessions	9,437	5,426	10,748
Early Literacy Station Sessions	290	379	777

FEBRUARY 2024 PROGRAMMING



HIGHLIGHTS

Kids

- 9 Story Times – 211 participants
- 3 Lego® Clubs – 43 participants
- 2 American Girl Club – 31 participants
- Little Crafts – 27 participants

Teens

- Teen Mini Maker – 3 participants

Adults

- 5 Tech times – 16 participants
- 2 social games – 19 participants
- 2 craft programs – 14 participants

All Ages

- 3 Chess Hours – 15 participants
- Spatial Poetry – 4 participants

FEBRUARY 2024 SERVICE HIGHLIGHTS

- Our study and conference rooms were used by 145 individuals/groups for a total of 345 hours.
- Outreach events:
 - We read to 80 students at Mt. View Elementary School.
 - We visited Kaleidoscope School of Arts and Science as part of the Bingo for Books event.





KENAI

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MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Dave Ross, Acting City Manager

FROM: Tyler Best, Parks and Recreation Director

DATE: March 13, 2024

SUBJECT: **Mid-Month Report-March**

This month, Parks and Rec will be hosting 2 events. On March 16th, there will be a free open skate at the Multi-purpose Facility (MPF); see attached flyer. The weekend of March 16th will be the last weekend there will be Ice at the MPF. The second event will be the Easter Egg hunt at Municipal Park on March 30th; see attached flyer.

With all the snow Kenai is getting, the Park's maintenance teams continue to clear the Municipal Park Walking trails to provide a safe place to walk and groom the Kenai Ski Trails at the Golf Course.

The Kenai Rec Center will undergo renovations in April. The gymnasium and racquetball courts will be sanded, repaired, repainted, and refinished. This will cause the gymnasium and courts to be closed for 3 weeks, and the entire Rec Center will be closed for an entire week at the end of the closure. Closures will start on April 8th. See the notice attached below.

Kenai Rec. Center Visits-February

Weight Room/Cardio Room	1158
Racquetball	79
Wallyball	16
Shower/Sauna	0
Gymnasium	1475
Other	0
Gym Rental Visits	1000
Total Number of Visits	3728



ATTENTION: REC CENTER CLOSURES

The Rec Center is getting the gym court floors resurfaced. This will cause the racquetball courts and gymnasium (basketball court) to be closed from April 8th to April 30th. During this time frame, all usually scheduled activities on the courts will be canceled. During the painting and sealing of the floor, the entire facility will be closed from 4/18th to 4/25.

Closure Schedule

4/8-4/30 Gymnasium (basketball courts) and racquetball courts will be closed

4/18-4/25 Rec Center Will be closed, including the weight room & cardio room

If you have any questions, please reach out to the Parks and Rec Department at 907-283-8262 or at Parks@kenai.city.



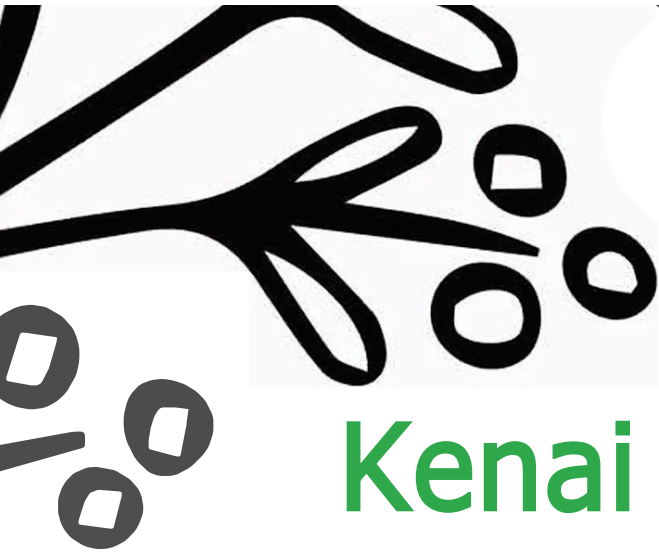
Kenai Multi Purpose Facility

Open Family Skate

FREE Skate Rentals & Hot Cocoa

(*while supplies last)

Saturday, March 16th
12:30PM - 2:30PM



THE CITY OF KENAI PRESENTS

SATURDAY
30TH MARCH, 2024

EASTER EGG HUNT

**FUN EGG HUNT, GAMES,
SPECIAL PRIZES, MUSIC,
HOT COCOA, AND MORE!**

FREE FOR ALL, START AT 11:00 AM AT KENAI MUNICIPAL PARK

301 S Forest Dr, Kenai, AK 99611

www.Kenai.city

[@KenaiParksandRec](https://www.instagram.com/KenaiParksandRec)

InfoParks@kenai.city



MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Linda Mitchell, Planning Director
DATE: March 14, 2024
SUBJECT: **Planning and Zoning – February 2023 Monthly Report**

Public Inquiry

See attached report.

Application Summary

Staff is still working on creating a database to track applications and statuses, similar to the public inquiries report—to create a benchmark/baseline for department goals. Staff greatly appreciates your patience and understanding.

Code Enforcement and Compliance

In February, Planning and Zoning received one (1) new complaint and no cases were closed. There is a cumulative total of 22 open cases.

Staff has started the implementation of the code enforcement solution. A go-live date is anticipated for May-June 2024.

Planning and Zoning Commission

Two (2) public meetings were held in the month of February plus a Joint Work Session with Harbor Commission on the Waterfront Revitalization and a Work Session on Conditional Use Permits.

- **Resolution PZ2024-03** - Granted a Conditional Use Permit to Allow Cabin Rentals (i.e., Short-Term Rentals) for the 60-Unit Planned Unit Residential Development (PZ2021-10) on the Property Located at 2101 Bowpicker Lane in the Heavy Industrial (IH) Zoning District.
- **Action/Approval** – Recommended the Kenai City Council Enact Ordinance No. 3391-2024 - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use.
- **Action/Approval** - Recommended Kenai City Council Enact Ordinance No. 3392-2024 - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW)

and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District.

- **Action/Approval** - Granted a Home Occupation Permit to Allow a Home Office and Equipment Storage for a Cleaning Service Business on a Property Located at 810 Set Net Drive in the Rural Residential (RR) Zoning District.
- **Resolution PZ2024-04** – Granted a Conditional Use Permit Amendment to Allow the Use of On-Street Parking Spaces to Meet the Off-Street Parking Requirements for the Performing Arts Center (PZ2023-01) on a Property Located at 475 Daubenspeck Road in the Light Industrial (IL) Zoning District.
- **Action/Approval** - Granted a Home Occupation Permit to Allow an Assisted Living for Up to Two (2) Persons on a Property Located at 5743 Kenai Spur in the Limited Commercial (LC) Zoning District.



Average Days to Respond to a Public Inquiry

0

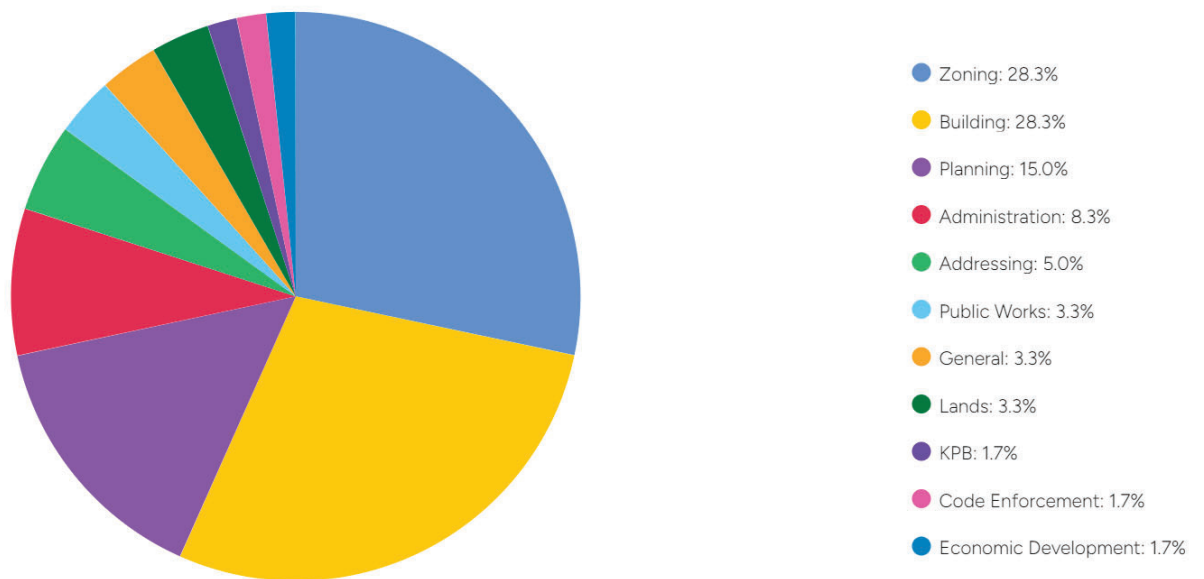
No. of Public Inquiries

49

No. of Public Inquiries by Contact Type



No. of Inquiries by Department/Division





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: March 6, 2024

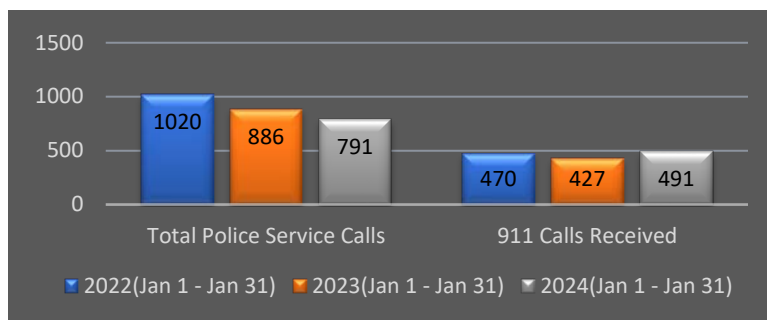
SUBJECT: **Police & Communications Department Activity – February 2024**

Police handled 399 calls for service in February. Officers made 24 arrests. Traffic enforcement resulted in 270 traffic contacts with 50 traffic citations issued and there were 4 DUI arrests. There were 15 reported motor vehicle collisions in February. There were no collisions involving animals and no collisions involving alcohol or drugs.

The Department is still working to fill a Police Officer and a Dispatcher vacancy. The Department has also started a recruitment for summer temporary enforcement positions.

The School Resource Officer (SRO) participated in the Job Shadow program and hosted two students from Kenai Central High School. Thirty-one students from Mountain View Elementary graduated from the DARE program and the SRO also taught DARE classes at Kaleidoscope Elementary School.

Three KPD officers attended a week-long police supervisor course in Soldotna and one police supervisor continued in the FBI National Academy in Quantico Virginia for the month of February. The Department started assembling critical incident response kits (emergency medical supplies) to be carried in all police vehicles. This project was grant funded through the Department of Homeland Security.





KENAI

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MEMORANDUM

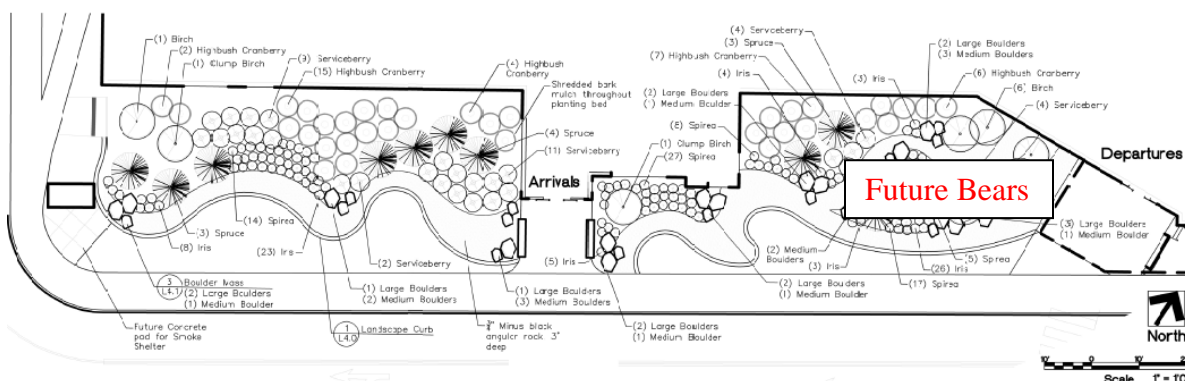
TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Scott Curtin, Public Works Director
DATE: March 2024
SUBJECT: **Mid-Month Report; Public Works / Capital Projects**

Airport Fund Projects:

- Kenai Municipal Airport Runway Rehabilitation Project** – This project known as Task 4 within HDL Engineering Consultants LLC term service agreement with the City shall provided an initial assessment of the current condition of the airport runway. This included geotech work, coring numerous locations of the runway. On August 4th, 2021 HDL Engineering and staff successfully completed geotech borings of the runway after hours. On October 13th, 2021 HDL Engineering, City staff and the FAA discussed the findings of the geotech report. On December 6, 2021 the City received the draft Engineer’s Design Report (EDR) along with the draft Geotechnical Report. Ordinance 3278-2022 was approved on April 20th, 2022 to secure HDLs services through Bid Phase with a contract amendment of \$781,833 executed on May 6, 2022, bringing the total cost of design to \$1,031,833. Project was stalled at 35% Design as Environmental Compliance requirements were being clarified. Project is currently tracking for Runway Rehab Construction in 2025 with the Taxiways 2026 the following year, however this may slide a year, dependent upon FAA funding. Staff meeting was held in Anchorage with FAA Counterparts to discuss project on 3/8/23. March 27, 2023 staff meeting with DEC to discuss path forward for design services. Project is now moving forward again with Environmental Services toward a 65% design effort. Council approved a purchase order increase to HDL Engineering at the June 7th, 2023 to allow the environmental work to move forward. Airport Manager and Public Works Director met with HDL on 8/9/23 and reviewed the environmental documents status. On October 6, 2023 received email confirmaton that DEC has approved the environmental work plan for the project. On November 1, 2023 council approved a PO increase to cover the costs associated with performing the work identified in the environmental work plan. Shannon & Wilson, the company performing these services is due to be on site December 15th, weather dependent. Engineers, Airport Operations, Flight Services, Terminal Tenants, have all been in communication in support of completing this work. *As of March 13th, 2024 awaiting final report from Shannon & Wilson.*



- Kenai Municipal Airport (KMA) Terminal Landscaping – Earthscape LLC currently working under a design agreement at a cost of \$28,255 has completed their contracted efforts. The bronze bear elements could be placed within the landscape in the area indicated below if and when funding comes available for their purchase and installation. The other elements of the work can be bid for installation in the spring of 2024. *Staff was directed to hold on this project while final direction on the future bears, wind screens and grass areas are confirmed. Project will not be released for construction bids until directed to do so.*



- Kenai Municipal Airport (KMA) Operations Building HVAC Controls Upgrade & Boiler Replacement – This project was released for RFP on July 19, 2022 with proposals due on August 16, 2022. MBA Consulting Engineers was the successful proposer awarded under Resolution 2022-63 approved by Council at the September 7, 2022 Council Meeting. Contract Documents were fully executed with MBA on October 31, 2022 for the contracted amount of \$47,726. November 10, 2022 will be the first site meeting with staff and engineering team. Design work is anticipated to continue through the winter months. 95% design documents were received on January 30, 2023. Project cost estimate is over budgeted amounts and staff is coordinating with design team to refine documents. Introducing Ordinance at the 8/16/23 council meeting to appropriate additional funding in support of the project. An FAA grant is in the process, meeting was held on 11/7/23 with HDL Engineering to provide a cost to perform the required environmental compliance services required with a grant application. Construction Documents are being revised to include grant funding requirements. The environmental document for this project is now complete, FAA grant funds are expected to be available in March 2024. Project will not be released for bids until we are directed to by the FAA. *March 12, 2024 video conference with the FAA, funding for this project is not available yet, but is expected later this year.*
- Kenai Municipal Airport (KMA) Apron Crack Seal and Seal Coat – Staff received a design proposal from HDL Engineering to evaluate and develop bid ready construction documents in support of this project. Staff is coordinating with the FAA on grant approval. Council approved Resolution 2023-64 at the November 1st, 2023 Council meeting which awarded the design to HDL Engineering. HDL staff was on site the week of November 6th evaluating existing apron conditions. Design will continue through the winter with Bid documents anticipated for March 2024. *95% Design Documents are anticipated to be received on March 13, 2024 and will be*



reviewed by staff. Project will be ready for bid release waiting on direction from the FAA as grant funding becomes available later this spring. We are still hopeful for a spring bid release.

- Kenai Municipal Airport (KMA) Master Plan Update – The City has applied for a Federal Aviation Administration grant to cover the costs associated with Phase 1 of a Master Plan update. HDL Engineering provided a proposal, which is under FAA review. Grant funding is not expected to be available until March through June 2024 time frame. Once available council can expect to see an Ordinance appropriating these funds, and then the work will begin. Time line for project is expected to last 12-24 months in total for two phases. *Phase 1 work will be completed with entitlement grant funding. Grant application is pending submittal.*

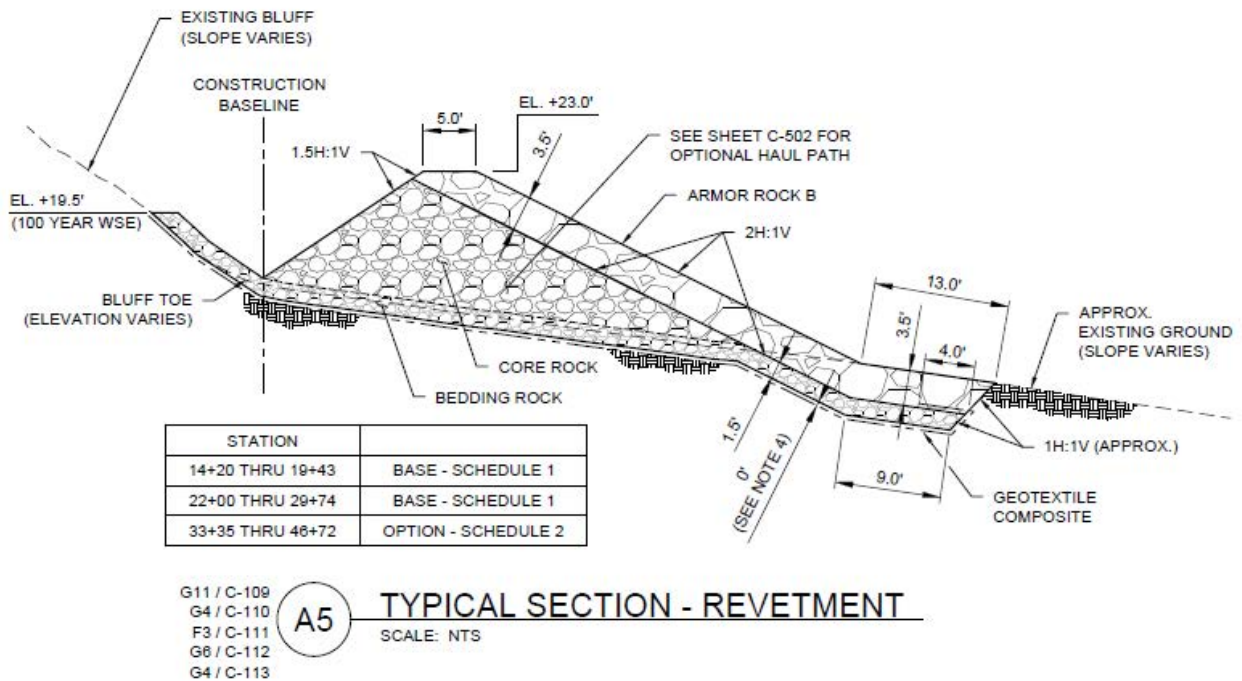
General Fund Projects:

- USACE Kenai Bluff Bank Stabilization Project – This project encompasses approximately 5000 lineal feet of coastal bluff starting at the mouth of the Kenai river extending upriver along the northern river bank. The bluff in this area varies from 55'-70' above the toe. A protective armored rock berm with a crest elevation of approximately 12' in height is planned. The Design and Bid phases have now concluded and Construction is anticipated to continue through the 2024 & 2025 construction seasons. Milestones to date listed below.
 - This project was formally released through USACE for Construction Bids on 11/29/23 with a Pre-Bid Meeting conducted on 12/12/23.
 - On February 7th, 2024 the City received word from USACE that Western Marine Construction Inc, based out of Seattle, Washington was awarded a construction contract for \$19,321,000 as a firm fixed price. There is an additional construction element related to an inspection path that was requested, by the City and our design team, to be included within the project. That element will cost \$864,000 and will be funded 100% by the City. The larger amount has a 90/10 cost share split with the City share costing \$1,932,100 + \$864,000 for a total anticipated City share of \$2,796,100, USACE total cost share of \$17,388,900.
<https://www.westernmarineconstruction.com/>





- Western Marine Construction Inc was provided a Notice to Proceed on February 20, 2024.
- Ground Breaking Ceremony scheduled with USACE for June 11, 2024
- Diagram below is from the current set of drawings and represents a typical section of the revetment.



- Community Wildfire Prevention Plan (CWPP) Mitigation – This is Phase One of our mitigation efforts. Doug Koch Professional Tree Service was contracted with the City on February 28, 2023 in the amount of \$282,000 to mitigate 105 acres within the no name creek drainage extending from Redoubt Avenue down to the City’s North Beach through Municipal Park. To date the project has completed and invoiced \$246,264.45 of work. The project has proceeded well and remains on time and on budget. Final completion is anticipated within the next 60-



90 days. Most of the remaining work involves hand felling of trees in steeper areas near the creek. *No new update.*

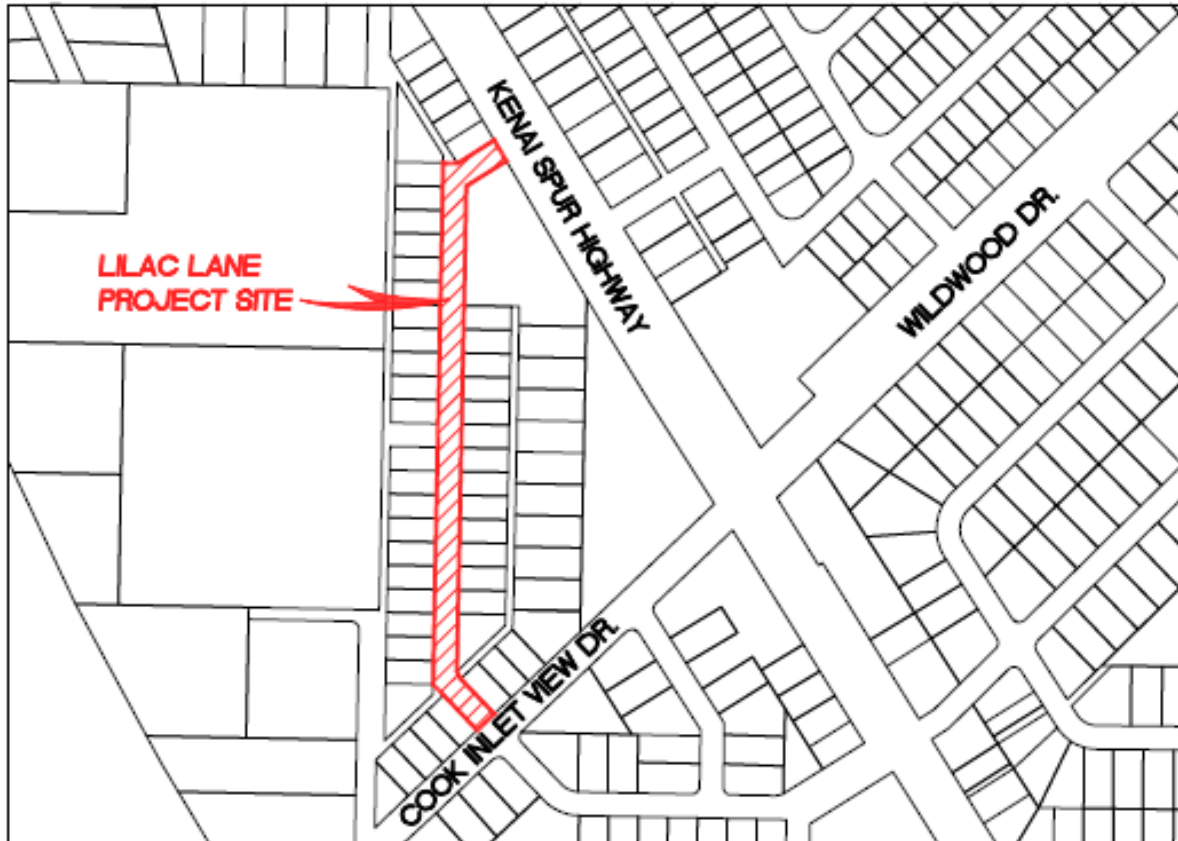
- Recreation Center Improvements – This project will replace the facilities roof system as well as numerous mechanical roof top HVAC units. Formal Invitation to Bid was released on February 23, 2023 with bids due on March 23, 2023. Orion Construction was the successful bidder with a total bid of \$1,425,700 as presented to Council through Resolution 2023-25 adopted at the April 5th, 2023 Council meeting. Construction will continue into the fall of 2023. Update: Mechanical HVAC Roof top units remain on order, expected in late December. Project is proceeding well and on schedule. Change Order 1 was executed on August 16, 2023 in the total amount of \$18,548.96, which included four items including replacement of the facilities electrical meter base at HEA's request. Total contract to date \$1,444,248.96 with \$135,366.75 remaining to be completed. Contractor is starting back up on site on February 20, 2024, to begin replacement of the rooftop air handling units which have been on order for many months now. Work is expected to continue for four to six weeks to get the units fully operational and commissioned. *Roof top HVAC units have all now been successfully installed and are operational. Big thank you to Orion Construction and their team in coordinating with Parks & Rec staff to minimize disruption to the facility. Project is now complete with final closeout anticipated in May 2024.*
- Multi-purpose Facility – The Building Maintenance Department completed all of the pressure washing and rust prevention coatings in house. That portion of the project was completed on time and on budget and allowed for ice to go back in on schedule. Staff continues to work on ventilation solutions as well as some UV Heat lamps to replace the natural gas heaters suspended from the ceiling near the seating areas. Once a scope of work is finalized by the department these additional items will be released for bids. Currently roughly \$71,000 of the \$155,000 in funding has been expended. A Proposal Quote Request (PQR) was released on June 30th with quotes due on July 13th. MBA Consulting Engineers was the only respondent at a cost of \$30,580. Design work will cover ventilation, lighting, bleacher radiant heating and will take place through November. Contract documents were fully executed on September 8, 2023. Engineers are back onsite January 12th, 2024. Engineering design report expected toward end of month. *MBA Consulting is behind schedule on their deliverables to the City. Draft schematic design and material cut sheets were received on February 28th for the lighting and heating elements, ventilation equipment is not complete at this time. Staff is reviewing the deliverables and will provide comments back to the design team. Final design documents are not likely until late April.*
- Cemetery Expansion – This project is located at the corner of First Ave and Float Plane Rd and will provide for additional burial space as the existing adjacent cemetery has reached capacity. The Public Works Department using in house personnel has already cleared, leveled and graded the site, and placed and compacted a gravel sub-base for the parking area. Staff has successfully surveyed in 64 adult plot sites and 12 infant plot sites. These sites are available through the Clerk's office. Cemetery Phase 2 Fencing was released for bids on July 26th with bids due on August 9th. Council will see legislation for a contract award



at the August 16th, 2023 meeting. AAA Fence, Inc was the successful bidder at a cost of \$147,595, their contract was fully executed on September 8, 2023. All fencing materials have now been installed, final closeout docs received and final invoices are in process for payment. Fence was installed as contracted, no changes to work necessary. Staff will coordinate with Parks and Rec and the design team to finalize project needs for next year. Parking lot paving will not be completed until next construction season along with HEA power being brought into the property. *Staff is coordinating with Nelson Engineering to update the site lighting and power requirements for the site. Site grading plan for asphalt work is in process.*

- Softball Shelter Dugouts – Larsen Engineering has been awarded the design work for the dugouts. Design requirements are being discussed with the engineer, however this project is moving slowly as staff and engineer are heavily involved in other projects. Project will move forward shortly as staff time becomes available.
- Lilac Ln. Roadway Improvements – RFP was released on 8/8/23 for Professional Civil Engineering and CA Services to develop bid ready construction documents for this project. Proposals are due on 8/28/23. Council will see legislation to award a professional services agreement at either the 9/6/23 or 9/20/23 council meeting. Design work will take place over the winter for a summer 2024 construction date. This project is located between the Spur Highway and Cook Inlet Dr. Resolution 2023-54 was approved by Council at the September 6, 2023 Council meeting. Nelson Engineering is now actively working on the project design. Test holes have been completed and a site survey is underway. Total contract for design is currently \$38,840. 35% design documents were received on 11/17/23 for staff review, project is continuing 65% design and is on track to be released for Construction bids in March 2024. *On February 7, 2024 staff returned 65% design document comments. Very few revisions to plans were necessary, project is proceeding to 95%. On February 28th, 2024 95% design documents were received. Final design is nearing completion and we expect this project to be released for construction bids within the next 30 days.*





- Cemetery Creek Culvert Replacement - RFP was released on 8/8/23 for Professional Civil Engineering and CA Services to develop 35% design documents for this project. Proposals are due on 8/28/23. This project is in coordination with the US Fish & Wildlife. Work involves replacement of several aging culverts with fish passage type culverts. 35% design documents will be used to apply for grant funding. Two proposals were received by the Department with PND Engineer's receiving the highest scoring proposal at a total cost of \$29,577. PND is now under contract. 9/28/23 a site meet was conducted with PND, City staff, & US Fish & Wildlife to discuss and review the project. 10/11/23-10/12/23 surveyors are on site developing an existing conditions field survey. Coordination with the USFW on grant funding opportunities is underway. On November 13, 2023 staff received the draft Hydrologic and Hydraulic (H&H) Report from PND Engineers. On December 1, 2023 the complete draft 35% design documents were received. On December 8, 2023 meeting with USFW, Engineering team and PW staff was held to review the documents. USFW have requested some additional information to be included in the design above our contracted scope of work with PND Engineers. On December 12, 2023 we received an amendment request of \$4,838 to cover the costs associated with the additional work. The additional design effort will extend the final deliverable into the mid-January 2024. These documents will be used to apply for grants in the first quarter of 2024. The project is proceeding well and as expected. The costs associated with Amendment 1 will be covered with Silver Salmon derby funds, council will see an appropriation Ordinance in February to acquire these funds. Documents will be provided to the Kenaitze and Salamatof tribes to assist with grant



opportunities. *On March 1st, 2024 a meeting was held with representatives from the Kenai Watershed Forum, US Fish Wildlife, and the Kenaitze tribe to discuss where project grant applications currently reside. We anticipate hearing about a potential grant opportunity in late April. We are not sure if we will be successful or not with this round of applications.*

- Community Wildfire Prevention Plan (CWPP) Mitigation Phase Two – Doug Koch Professional Tree Service was the low bidder on this project that was released for bids on November 1, 2023 with bids due on November 29, 2023. His bid in the amount of \$177,700 to mitigate 84.75 acres within the Cemetery Creek drainage extending from Float Plane Basin down to the Lee Shore Center. Resolution 2023-67 is in the 12/20/23 Council Packet to award the project. Work will continue throughout the next year. Contractor was out of state for some time, Contract was fully executed on January 29, 2024. Contractor is anticipating starting work in February. *Contractor is actively mitigating work areas. As weather allows they will fall back to finish up Phase 1 which has some hand felling in steep areas remaining to be completed as site conditions allow.*
- Public Safety Building Tower Guy Wire System Upgrade – This project is intended to replace the existing guy wires with new larger cables and relocating the top two runs to ground anchors in lieu of the current attachments to the building. The project was released for construction bids on January 17, 2024 with bids due on February 6, 2024. Unfortunately, no bids were received by the Department. Staff is reaching back out to the three various firms contacted to determine why. *Project was re-released for bids on March 12th with bids due on March 26th.*
- Recreation Center Flooring Refinishing – This project is intended to refinish the main gymnasium floor and will include replacement of the existing court markings, as well as two racquetball courts. Floors are wood and will be sanded down, sealed, markings applied, and gloss coated. Project was released for bids on January 17, 2024 with bids due on February 6, 2024. One bid was received by Alaskan Industries Inc. at \$24,700 which was below estimated costs. Contract and purchase orders are in process, with work expected to take place over the next few months in coordination with Parks & Rec staff. *AK Industries is scheduled to begin work on the project on April 8th, Parks & Rec is providing notice to users so everyone is aware of impacts to facility operations. Work is expected to take approximately 30 days comprised of two weeks of work and two weeks of cure time.*

Water & Sewer Fund Projects:

- Lift Station Renovations – Resolution 2021-58 awarded HDL Engineering agreement in the amount of \$59,560 to provide bid ready construction documents for three lift stations. These locations included the stations at mile posts 13 and 14, which are near the soccer fields and Spur / Redoubt Ave respectively, as well as a station on Lawton Drive. These locations are intended to receive new pumps and pump control panels as part of this project. After determination of which lift stations would receive renovations to start, a design meeting was held on 12/3/21 to discuss pump and control panel design. Basis of design memo received



on January 6, 2022. Design documents are approaching 95%. Design is finally approaching completion. Challenges with our current SCADA team required some changes to different lift station controllers which has now been resolved. Supplemental funding will be needed to complete these three locations, staff is working on finalizing those estimated costs, with upcoming legislation to be expected. Construction expected for summer 2024.

- Wastewater Plant Digester Blowers Replacements – HDL Engineering was authorized to proceed on design documents for this project through passage of Resolution 2022-29 on May 18, 2022. Design Agreement is currently in the amount of \$382,513 and will provide bid ready construction documents for the replacement of two 40+ year old blowers at the WWTP. The Department received 35% Design Study Report on September 23, 2022 and the project is currently moving toward 65% design documents. A grant for this project has been applied for through Senator Murkowski's office through the Congressional Directed Spending (CDS) program. We are awaiting word on if we were successful in receiving grant funds. This is a high priority project for the department and is anticipated to provide further energy savings similar to the aeration basin blower replacement project completed a few years ago. Final 65% plan reviews are being conducted on site with HDL on 12/19/22, bid documents are expected to be ready 5/1/23 and if funding is in place will be bid immediately, if not will be delayed until funding arrives. Environmental review process is delayed as we are not sure of the grant requirements at this time, and may not know until a future grant is executed. Until then this will be a shovel ready project waiting on funding. May 5th a Community Grants Webinar was held to discuss the pending grant requirements, the Public Works Director and HDL Engineering participated in the webinar. Consultants are reviewing requirements and hope to have the design moving forward shortly. Project will not be able to be bid until funding formally arrives. *Design team is actively working with granting agency. Construction expected for summer 2024.*
- Water Treatment Plant Pumphouse – This project will construct a new pumphouse building and provide replacement distribution pumps for the City's Water System. On August 1, 2023 received letter that the State of Alaska Department of Environmental Conservation (ADEC) has awarded the City of Kenai a \$1,200,000 loan through the state's revolving fund program and that the loan would receive 100% forgiveness in support of this project. Resolution 2023-56 was approved by Council at the September 20, 2023 Council Meeting to allow access to these funds. Staff is working on grant application requirements. Ordinance 3384-2023 is being introduced 12/20/23 to move funding into place for the design work to proceed. Ordinance has now been approved and design agreement is in negotiation with HDL Engineering.
- WWTP & WTP Electronic Access Gate & Controls – On August 13, 2023 HDL Engineering provided a proposal under their term agreement to begin design work on the Electronic Access Gates projects at both the Water and Wastewater Plants. The project identified as Task 13 under their agreement has a proposed design cost of \$24,902. Design work will continue over the winter months for construction to take place summer 2024. HDL working under purchase order 127771 is now actively working on this project.



Senior Citizens Fund Projects:

- Senior Center Front Entry Modifications – Capital Project Manager is developing scope of work for this project to address operation of automatic entry doors.

Congregate Housing Fund Projects:

- Vintage Pointe Boiler Replacement – A RFP for design services was released on October 6, 2022 with proposals due on November 3, 2022. Design work will continue into the winter with a construction bid release expected at the end of the first quarter 2023. This project will replace outdated boiler heat systems for the facility as well as providing a direction on backup power generation to support the heating system when grid power is unavailable. No proposals were received, the Department is requesting approval to enter negotiations with RSA Engineering in the hopes of moving the project forward. RSA Engineering is under contract and is expected to start design in early January 2023. On February 3, 2023 RSA Engineering provided draft 65% Design Documents. Staff is currently reviewing. Engineering has a planned site visit for February 15, 2023 scheduled. We are anticipating bid documents being ready for an April Construction Bid release. 100% Design Documents were received from the RSA Engineering on April 14th. Council approved Resolution 2023-30 on May 3rd to reallocate funds for the project. Invitation to Bid was released on August 2, 2023 with bids due on August 23, 2023. Council approved Resolution 2023-53 at the September 6, 2023 meeting which awarded construction agreement to Orion Construction in the total amount of \$503,850. Contract has now been executed and submittals are actively in progress in support of the project. Boiler work is not expected to take place until spring when work will be less impactful on residents. *Boilers are now in Alaska and work is schedule to begin on April 1st at the facility. Generator is expected to follow one month behind, approximately May 1st. Staff is coordinating with the contractor and the senior center to minimize impacts to the facility. Temporary boilers will be installed and operated throughout the duration of the demolition and installation of the new equipment. Work is expected to go quickly with all work completed likely by the end of June 2024.*

Other Projects Information:

- DOT Kenai Spur Highway to Sports Lake Rd – This project continues to wait for appropriation of state funds. Reached out to DOT staff on September 13, 2023, no new information provided at this time.
- DOT Bridge Access Road Bike Path – Council passed Resolution 2021-53 on August 4, 2021 authorizing the City Manager execute a memorandum of agreement with DOT for design, construction, and maintenance of the Kenai Bridge Access Road Pathway project. In speaking with representatives from DOT the state has not provided funding as yet for this project to move forward. To date the City has appropriated \$294,947 in support of this project which is intended to provide a 1.2 mile path connecting the paths between the Spur Highway and



Beaver Loop. Total cost of project per DOT estimates equals \$3,266,301. Per communications with the DOT, design funding is in place and they are waiting on final signatures for the Reimbursable Services Agreement (RSA) with DNR. Once the RSA is approved they will be able to begin design work. Process is expected to be completed by the end of January. Update: Formal kickoff meeting took place on March 30th with the City Manager and Public Works Director in attendance. From appearances this design process will be a slow one, we are not anticipating seeing construction on the path this calendar year. Will continue to update as more information becomes available. Update: A site meeting will be taking place between the City, DNR, & DOT on 6/9/22 to review the project. HDL Engineering appears to be conducting surveying services in support of the project, crews were in the area on 6/7/22. On June 29, 2022 the City Manager & Public Works Director met with DOT representatives and discussed projects. State funding continues to be an issue. Reached out to DOT staff on September 13, 2023, no new information provided at this time.





KENAI

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MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: March 5, 2024
SUBJECT: February 2024 Monthly Report

February was full of activities at the Kenai Senior Center. The annual Superbowl party and Valentines luncheon were both well attended. The Shrove Tuesday Pancake Race made a comeback, featuring teams composed of seniors versus teams of staff members, with the seniors emerging victorious. A 10- week grief support group sponsored by Hospice of the Central Peninsula started on February 5 and will run through mid-April. Finally, to close out the month of February, everyone’s favorite, Waffle Friday, made its return.

	2024	2023
Home Delivered Meals	2138	1764
Individuals	88	91
Dining Room (Congregate) Meals	1270	854
Individuals	155	146
Transportation (1-way rides)	246	187
Individuals	18	20
Grocery Shopping Assistance	10/34	11/23
Writers Group	33	26
Caregiver Support Group	14	8
Growing Stronger Exercise	260	269
Tai Chi Class	49	54
TOPS Weight Loss Class	60	60
Bluegrass & Music Sessions	70	35
Card Games	70	115
Wii Bowling	36	24
Arts & Crafts	23	41
Total Event Sign-ins *	1773	1859
Individuals *	173	172
Vintage Pointe Manor Vacancies	0	3

*(not including home meals clients)