



Kenai City Council - Regular Meeting

March 18, 2026 – 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; twenty (20) minutes aggregated*)

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

E. PUBLIC HEARINGS

1. **Ordinance No. 3508-2026** - Accepting and Appropriating Donations to the Kenai Community Library for Library Materials, Equipment, and Programming. (Administration)
2. **Resolution No. 2026-15** - Authorizing the City Manager to Enter into a Memorandum of Agreement Between the City of Kenai and the Alaska Department of Transportation & Public Facilities for the Wildwood Drive Pavement Preservation Project. (Administration)
3. **Resolution No. 2026-16** - Authorizing the Purchase of Permitting Software. (Administration)

F. MINUTES

1. *Regular Meeting of March 4, 2026. (City Clerk)

G. UNFINISHED BUSINESS

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** - Confirming the Appointment of the Election Precinct Boards for the April 14, 2026 Special City Election. (City Clerk)
- [4.](#) ***Action/Approval** - Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop inside the Kenai Municipal Airport. (Administration)
- [5.](#) ***Action/Approval** - Second Extension to the Agreement with Guardian Security Systems, Inc. for Security Guard Services at the Kenai Municipal Airport. (Administration)
- [6.](#) ***Action/Approval** - Confirmation of Mayoral Nominations for a Partial Term Appointment of Ginger Kaona and Patricia (Patty) Segura to the Council on Aging Commission. (Knackstedt)
- [7.](#) ***Ordinance 3509-2026** - Increasing Estimated Revenues and Appropriations in the General Fund - Legislative Department, to Provide Matching Funds for a Grant in the Amount of \$10,380 to the Alaska Children's Institute for the Performing Arts DBA Triumvirate Theatre for Parking Lot Paving and Landscaping Improvements. (Administration)
- [8.](#) **Ordinance 3510-2026** - Amending the Official Zoning Map by Rezoning the Property at 10060 Kenai Spur Highway from Conservation to Suburban Residential Zoning District. (Administration)
- [9.](#) **Discussion/Action** - Recommending a Motion to Authorize Administration to Provide a Health Insurance Premium Holiday as a Result of a Surplus Refund. (Administration)

I. COMMISSION REPORTS

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

J. REPORT OF THE MAYOR

- [1.](#) **Mayor Proclamation** - In Recognition of the Kenai Central High School Nordic Ski Team at the 2026 Alaska School Activities Association Division II Nordic Ski State Championship.

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 at 907-283-8231.

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

<https://us02web.zoom.us/meeting/register/Ozy6S1cLRi-gYFsvxFVlxg>



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3508-2026**

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATIONS TO THE KENAI COMMUNITY LIBRARY FOR LIBRARY MATERIALS, EQUIPMENT, AND PROGRAMMING.

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

WHEREAS, the donations will be used to purchase library materials, equipment, and programming supplies; and,

WHEREAS, the purchase of library materials and online resources will enhance the library's physical and digital collections, ensuring continued growth and relevance to meet the needs of patrons; and,

WHEREAS, the purchase of equipment will replace the self-checkout computer and other aging technology; and,

WHEREAS, funds will enhance our Summer Reading Program 2026 and other programs; and,

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

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

Section 1. That the City Manager is authorized to accept a grant in the amount of \$11,500.

Section 2. That the following budget revision is authorized:

General Fund:

Increase Estimated Revenues –	
Miscellaneous Donations	\$11,500
Increased Appropriations –	
Library – Small Tools/Equipment	\$ 5,100
Library – Operating and Repair Supplies	2,300
Library – Computer Software	990
Library – Books	<u>3,110</u>
	<u>\$11,500</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 18TH DAY OF MARCH, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



Introduced:	March 4, 2026
Enacted:	March 18, 2026
Effective:	March 18, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Katja Wolfe, Library Director

DATE: February 24, 2026

SUBJECT: **Ordinance No. 3508-2026** - Accepting and Appropriating Donations to the Kenai Community Library for Library Materials, Equipment, and Programming.

The Kenai Community Library received \$11,500 in donations from community members. These funds will be utilized to support library services, including:

- Growing our physical and digital collections to meet patron needs.
- Expanding access to online resources.
- Replacing aging technology, such as the self-checkout computer.
- Purchasing programming supplies for the 2026 Summer Reading Program and other activities.

We are very grateful for the continued support of our community and the many ways these donations help us serve our patrons!

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2026-15**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF KENAI AND THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES FOR THE WILDWOOD DRIVE PAVEMENT PRESERVATION PROJECT.

WHEREAS, the City of Kenai has identified improvements to Wildwood Drive as a high priority capital project, and the project has been included in prior Capital Improvement Plans and funded in the Fiscal Year 2026 budget; and,

WHEREAS, Wildwood Drive provides access between the Kenai Spur Highway and the Wildwood Correctional Complex, including the Wildwood Correctional Center, Wildwood Pretrial Facility, and Wildwood Transitional Program, which serve the Kenai Peninsula and the State of Alaska; and,

WHEREAS, the roadway is more than 50 years old and has deteriorated over time, requiring pavement preservation and related improvements; and,

WHEREAS, pursuant to the proposed Agreement the Alaska Department of Transportation & Public Facilities (DOT&PF) will plan, design, and construct improvements to drainage, intersections, Americans with Disabilities Act (ADA) features, roadside hardware, and utilities along approximately 0.5 miles of Wildwood Drive; and,

WHEREAS, the proposed Agreement between the City and DOT&PF establishes responsibilities for the project, including that DOT&PF will plan, design, and construct the project, and that the City will assume right-of-way management, operations, and maintenance responsibilities for the roadway improvements upon substantial completion; and,

WHEREAS, entering into the Memorandum of Agreement will facilitate completion of the project and ensure continued safe and reliable access along Wildwood Drive.

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

Section 1. That City Manager is authorized to enter into a Memorandum of Agreement with the Alaska Department of Transportation & Public Facilities for the Wildwood Drive Pavement Preservation Project (AKDOT&PF Project No. CFHWY01332/0001812), in a form approved by the City Attorney.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF MARCH, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Knackstedt and Council Members

FROM: Terry Eubank, City Manager

DATE: March 10, 2026

SUBJECT: **Resolution No. 2026-15** - Authorizing the City Manager to Enter into a Memorandum of Agreement Between the City of Kenai and the Alaska Department of Transportation & Public Facilities for the Wildwood Drive Pavement Preservation Project.

This resolution authorizes the City Manager to enter into a Memorandum of Agreement (MOA) with the Alaska Department of Transportation & Public Facilities (DOT&PF) for the Wildwood Drive Pavement Preservation Project.

Wildwood Drive provides access from the Kenai Spur Highway to the Wildwood Correctional Complex, which includes the Wildwood Correctional Center, Wildwood Pretrial Facility, and Wildwood Transitional Program. These facilities serve the Kenai Peninsula and the State of Alaska and generate regular traffic from public safety personnel, state employees, and service providers.

The roadway is more than 50 years old and has deteriorated over time. Improvements to Wildwood Drive have been a City priority and have been identified in prior Capital Improvement Plans. In March 2023, the Council passed Resolution No. 2023-23 requesting State funding support for the Wildwood Drive Rehabilitation Project. In December 2025, the Council passed Resolution No. 2025-67 authorizing acquisition of property interests from the Kenai Native Association needed to construct and maintain improvements associated with the project.

The project is included in the Fiscal Year 2026 budget in the amount of \$1,200,000. The City has coordinated with DOT&PF to align construction with other work in the area.

Under the proposed MOA, DOT&PF will plan, design, and construct improvements to drainage, intersections, ADA elements, roadside hardware, and utilities along approximately one-half mile of Wildwood Drive between the Kenai Spur Highway and the Wildwood Pretrial Facility. Upon substantial completion, the City will assume responsibility for right-of-way management, operations, and maintenance of the roadway improvements consistent with applicable federal and state requirements.

Approval of this resolution will allow the City to formalize the Agreement with DOT&PF and move the project forward.

Your consideration is appreciated.

- 1
- 2 1. Those identified in 23 C.F.R. §1.23 (“Rights-of-Way”) and 23 C.F.R. §1.27
- 3 (“Maintenance”), which would otherwise be required of the DOT&PF if the DOT&PF
- 4 owned the facility and improvements constructed under this MOA;
- 5 2. Management of the right-of-way and any utilities in accordance with relevant sections
- 6 of 23 C.F.R. Part 710 (“Right-of-Way and Real Estate”) and 23 C.F.R. 645 (“Utilities”);
- 7 3. Complying with the DOT&PF’s Right-of-Way Manual;
- 8 4. Conducting oversight and management of utilities located in any PROJECT right-of-
- 9 way consistent with the DOT&PF’s Utility Manual, and complying with the utility
- 10 policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
- 11 5. Allowing no encroachments within the right-of-way of the PROJECT without the prior
- 12 consent of the DOT&PF and the FHWA;
- 13 6. Refrain from selling or conveying any portion of the right-of-way without prior consent
- 14 from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of
- 15 any portion of right-of-way acquired with federal-aid highway funds for the PROJECT,
- 16 the CITY shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit
- 17 to the appropriate federal-aid and State accounts, based on the percentage of State
- 18 match;
- 19 7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for
- 20 enforcement of all terms and conditions of such permits.
- 21 **B.** The CITY agrees to maintain and operate the PROJECT consistent with FHWA
- 22 requirements imposed under 23 USC §116 (Maintenance) and the CITY maintenance
- 23 standards.
- 24 **C.** The CITY shall perform all operation and maintenance activities required by this MOA
- 25 at its own expense and without reimbursement from the DOT&PF. Maintenance
- 26 activities include, but are not limited to:
- 27 1. Planning, scheduling, administration, and logistics of maintenance activities;
- 28 2. Traffic control and safety;
- 29 3. Embankment protection, including erosion control, to as-built conditions;

- 1 4. Roadside management;
- 2 5. Guardrails and guardrail end treatments;
- 3 6. Snow and ice control, including all plowing, sanding, culvert and storm sewer thawing,
- 4 snow hauling, winging, opening of shoulders, ice scraping, drift control, and snow slide
- 5 removal, and associated tasks as may be required for the safe and timely passage of the
- 6 public;
- 7 7. Maintaining signs and delineators in an as-built condition and their replacement,
- 8 including posts and foundations, when damaged, unreadable, or worn out;
- 9 8. Highway marking and repainting as required to maintain performance of their intended
- 10 function;
- 11 9. Removal of debris, rubbish, and dead animals;
- 12 10. Signing of seasonal weight restrictions as may be required by local conditions;
- 13 11. Pothole repair using the appropriate asphalt or concrete products on an as-needed basis;
- 14 12. Annual crack sealing;
- 15 13. Inspecting and maintaining retaining walls in as-built condition;
- 16 14. Inspecting and maintain the pedestrian undercrossing in as-built condition as required
- 17 by Municipal, State, and Federal Standards.

18 **D.** The City of Kenai may enter contract with third parties to accomplish these
19 responsibilities, including temporary, seasonal, or permanent alterations or
20 improvements, at the discretion of the City of Kenai.

21
22 **E.** Sole remedy for the CITY's failure to meet its maintenance obligation. In the event
23 DOT&PF and/or FHWA give notice that the CITY is failing to properly maintain the
24 Project improvements, the CITY will correct the identified deficiencies within 60 days
25 of the date of that notice. Failure by the CITY to do so will result in DOT&PF
26 suspending all future federally-funded improvements to roads controlled by the CITY
27 until: (1) all maintenance deficiencies are corrected by the CITY: and (2) the CITY
28 brings current all past-due payments, and/or reimburse DOT&PF for costs it incurred
29 (if any) in correcting the deficiencies to the satisfaction of FHWA. The parties agree

1 that such suspension is DOT&PF's sole remedy for the CITY's failure to meet its
2 maintenance obligations.

3
4 **IV. TERM**

5 This MOA shall become effective on the date of the last signature and shall apply through
6 the design life of the PROJECT.

7
8 **V. INCORPORATION CLAUSE**

9
10 The CITY shall comply with all applicable Federal and State laws, regulations, executive
11 orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those
12 provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be
13 performed under this MOA by the CITY. This obligation is in addition to compliance with any
14 law, regulation, or executive order specifically referenced in this MOA.

15 This obligation includes, but is not limited to, compliance with Federal and State uniform
16 relocation assistance and real property acquisition policies; compliance with provisions of the
17 Federal-Aid Policy Guide ("FAPG"); and compliance with the requirements of Title 23 of the
18 United States Code and related implementing regulations, as set forth in the Code of Federal
19 Regulations.

20
21 **VI. INDEMNIFICATION**

22
23 **A.** To the maximum extent allowed by the law, The CITY shall indemnify, defend, and
24 hold DOT&PF, its officers, employees, and agents (collectively the "Indemnified
25 Parties") harmless from all liability, claims, cause of action, and costs (including
26 attorney's fees) arising out of the CITY's maintenance and operation obligations
27 under this agreement.

28 **B.** To the maximum extent allowed by the law, the DOT&PF shall indemnify, defend,
29 and hold the CITY, its officers, employees, and agents (collectively the "Indemnified
30 Parties") harmless from all liability, claims, causes of action, and costs (including

1 attorney's fees) arising out of its planning, design, and construction obligations
2 under this Agreement.

3
4 **VII. EACH PARTY IS AN INDEPENDENT CONTRACTOR**

5
6 For the purposes of this Agreement and all services to be provided hereunder, each party
7 shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee
8 of the other party. Neither party shall have authority to make any statements, representations, or
9 commitments of any kind, or take any action, which shall be binding on the other party, except as
10 may be explicitly provided for herein or authorized by the other party in writing.

11 **VIII. CANCELLATION REMEDIES**

- 12 **A.** If the CITY is the primary cause of the cancellation of any professional services, consultant
13 or construction contracts entered into by the DOT&PF, the CITY shall be responsible for
14 those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to
15 be reimbursed for, and any other costs or expenses incurred by the CITY or the DOT&PF
16 in the Project to the date of cancellation or related to finalizing cancellation and Project
17 termination.
- 18 **B.** If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those
19 costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be
20 reimbursed for, and any other costs or expenses incurred by the City of Kenai or the
21 DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and
22 Project termination.
- 23 **C.** If it is determined that the cancellation was caused by third parties or circumstances beyond
24 the control of the DOT&PF or the CITY, the parties shall meet in good faith to negotiate a
25 fair and equitable allocation of responsibility for those costs not accepted for
26 reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any
27 other costs or expenses incurred by the CITY or the DOT&PF in the Project to the date of
28 cancellation or related to finalizing cancellation and Project termination.

1 **D.** The foregoing remedies are in addition to any other remedies referenced in this MOA, and
2 do not bar or limit the parties from resorting to any other remedy available at law or equity.

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6 **IX. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS**

7 **A. Notification and Opportunity to Cure**

8 If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions,
9 or provisions of this Agreement, including maintenance obligations, the CITY shall have ninety
10 (90) days from the date of such notification to remedy the violation; or, if the remedy will take in
11 excess of ninety (90) days to complete, the CITY shall promptly take responsive action necessary
12 to achieve a satisfactory remedy as close as possible to the 90th day from DOT&PF's initial notice.

13 The CITY's failure to cure a violation that is remediable within ninety days or its failure to
14 take responsive action necessary to promptly resolve a violation that is not remediable within
15 ninety days constitutes a substantial breach of this MOA. If the CITY is in breach, DOT&PF may
16 elect to terminate the MOA. In addition, the CITY's breach may adversely affect the viability of
17 current and future CITY capital projects. *See* 17 AAC 05.175(l).

18 **B. Remedies**

19 In the event of breach of the CITY's obligations to own, maintain and operate the PROJECT
20 or its improvements, damages shall include, but are not limited to:

- 21 1. Provided the breach could result under Federal Law in the Federal Highway Administration
22 demanding return of Federal funds expended on the Project, return of the Federal and State funds
23 expended on the PROJECT under this MOA;
- 24 2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or
25 indirectly related to fulfilling any of the CITY's contractual commitments; and
- 26 3. Withholding of approval of future federal-aid projects until such time as the CITY puts the
27 PROJECT in a state of compliance with this MOA.

28
29 **X. MISCELLANEOUS PROVISIONS**

30
31 **A. Amendment or modification of Agreement:**

1
2 This MOA may only be modified or amended by written agreement signed by authorized
3 representatives for both Parties.

4 **B. The Whole Agreement:**

5 This MOA constitutes the entire agreement between the Parties. There are no other
6 understandings or agreements between the Parties, either oral or memorialized in writing
7 regarding the matters addressed in this MOA. This MOA may not be amended by the Parties
8 unless an amendment is agreed to in writing, with both Parties signing through their authorized
9 representatives.

10 **C. Assignment:**

11 Without the written consent of the DOT&PF, this MOA is not assignable by the CITY
12 either in whole or in part.

13 **D. Third Parties and Responsibilities for Claims:**

14 Nothing in this MOA shall be construed as conferring any legal rights, privileges, or
15 immunities, or imposing any legal duties or obligations, on any person or persons other than the
16 Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be
17 regarded as contractual, equitable, or beneficial in nature as to such other person or persons.
18 Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and
19 any person performing services or supplying any equipment, materials, goods, or supplies for the
20 Project.

21 **E. Duty of Cooperation:**

22 The DOT&PF and CITY agrees to provide reasonable access to the Project and to relevant
23 Project records, to any authorized representatives of the Parties or U.S. Government. The parties
24 further agree to cooperate in good faith with inquiries and requests for information relating to the
25 PROJECT or its obligations under this MOA.

26 **F. Necessary Approvals:**

27 In the event that any election, referendum, ordinance, approval, permit, notice, or other
28 proceeding or authorization is requisite under applicable law to enable the CITY to enter into this
29 MOA or to undertake the PROJECT, or to observe, assume or carry out any of the provisions of

1 the MOA, the CITY will initiate and consummate, as provided by law, all actions necessary with
2 respect to any such matters so requisite.

3
4 **G. Joint Drafting:**

5 This MOA has been jointly drafted by the Parties, and each party has had the ability and
6 opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed
7 for or against either party.

8 **h) Third Party Beneficiary Status:**

9 The CITY is not an intended beneficiary of any contracts between the DOT&PF and any
10 contractors, subcontractors or consultants or any other third parties, and has no contractual rights
11 with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

12
13 **XI. CONTACTS**

14 The DOTPF's contact is Joel St. Aubin, P.E. (joel.st.aubin@alaska.gov); (907-269-0401),
15 Regional Construction Engineer for the Central Region DOT&PF, or as may be re-designated in
16 writing from time to time.

17 The City of Kenai's primary contact is Terry Eubank, (TEubank@kenai.city; 907-283-
18 8222), City Manager; the City of Kenai's secondary contact is Lee Frey, P.E. (lfrey@kenai.city;
19 907-283-8240), Public Works Director or as may be re-designated in writing from time to time.

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The undersigned agree to the terms of this Memorandum of Agreement:

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: _____ By: _____
[Person]
Regional Director, Central Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is Regional Director for the _____ Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this _____ day of _____, 20____.

Notary Public, State of Alaska
My commission expires: _____

[City Of Kenai]

Dated: _____ By: _____
Terry Eubank
City Manager, City of Kenai

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is City Manager of the City of Kenai, a [xxxxxxx] established under Alaska law, on this _____ day of _____, 20____.

Notary Public, State of Alaska
My commission expires: _____



Sponsored by: Administration

**CITY OF KENAI
RESOLUTION NO. 2026-16**

A RESOLUTION AUTHORIZING THE PURCHASE OF PERMITTING SOFTWARE.

WHEREAS, City Administration has determined that a software solution is needed for electronic permitting and licensing at the City; and,

WHEREAS, adequate funding in the operational budget in the Buildings Department is available; and,

WHEREAS, KMC 7.15.070 (6) allows the City to make a purchase by direct negotiation; and,

WHEREAS, the pricing from Municipality for purchase and implementation of permitting software in the amount of \$45,700 has been determined to be fair and reasonable; and,

WHEREAS, this software will provide electronic permitting, licensing and tracking for Public Works, Planning and Zoning, and the Clerk’s Office while integrating with existing finance and record retention systems; and,

WHEREAS, it is in the best interest of the City to purchase and implement permitting software from Municipality.

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

Section 1. That the City Manager is authorized to execute a contract with Municipality in the amount of \$45,700 for the purchase and implementation of permitting software utilizing Buildings Department operational funds.

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 18TH DAY OF MARCH, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____



MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: March 11, 2026
SUBJECT: **Resolution No. 2026-16** - Authorizing Purchase of Permitting Software.

This memo requests Council’s approval to contract with Municipality for the purchase and implementation of permitting software utilizing funding appropriated in the Buildings Department.

The City has reviewed and gone through demos of several various providers of permitting software. The options provided by companies is extremely variable in options, services and integrations provided making traditional bidding or proposal solicitations difficult. Finding a solution that meets our needs, integrates with our finance system and integrates with Laserfiche for records retention requires a unique purchasing approach. Several vendors were built for large operations and cost structures significantly higher than our range and were ruled. Multiple vendors in the \$40,000 to \$50,000 range for the first year of purchase and implementation were explored. There are also several vendors that are cheaper than our recommended option, but offered less performance.

Administration recommends Municipality for purchase and implementation. The purchase and implementation cost of \$45,700 is fair and reasonable compared to other options explored. In addition to this cost, the annual maintenance cost for next years budget will be \$12,285, which is less than other vendors reviewed for annual costs. Our plan is to utilize this software for all Public Works and Planning and Zoning permitting operations and licensing needs for the Clerk’s Office. We intend to incorporate integrations with our finance and record keeping software as well. In addition to the cost and performance reviews, this software has been used by our current Building Official in a previous position and she is satisfied with its performance and believes it will meet our needs. This software is provided through the International Code Council, that develops the building codes and provides integrations with the building codes for permitting.

KMC 7.15.070 (6) allows the City to make purchases by direct negotiation if found to be in the best interest of the City and sufficient information is available to ensure a fair and reasonable price. Our review of vendors, options and receiving multiple quotes has determined that this purchase is in the best interest of the City and the pricing is fair and reasonable.

The Public Works Department recommends purchase and implementation of permitting software from Municipality in the amount of \$45,700.

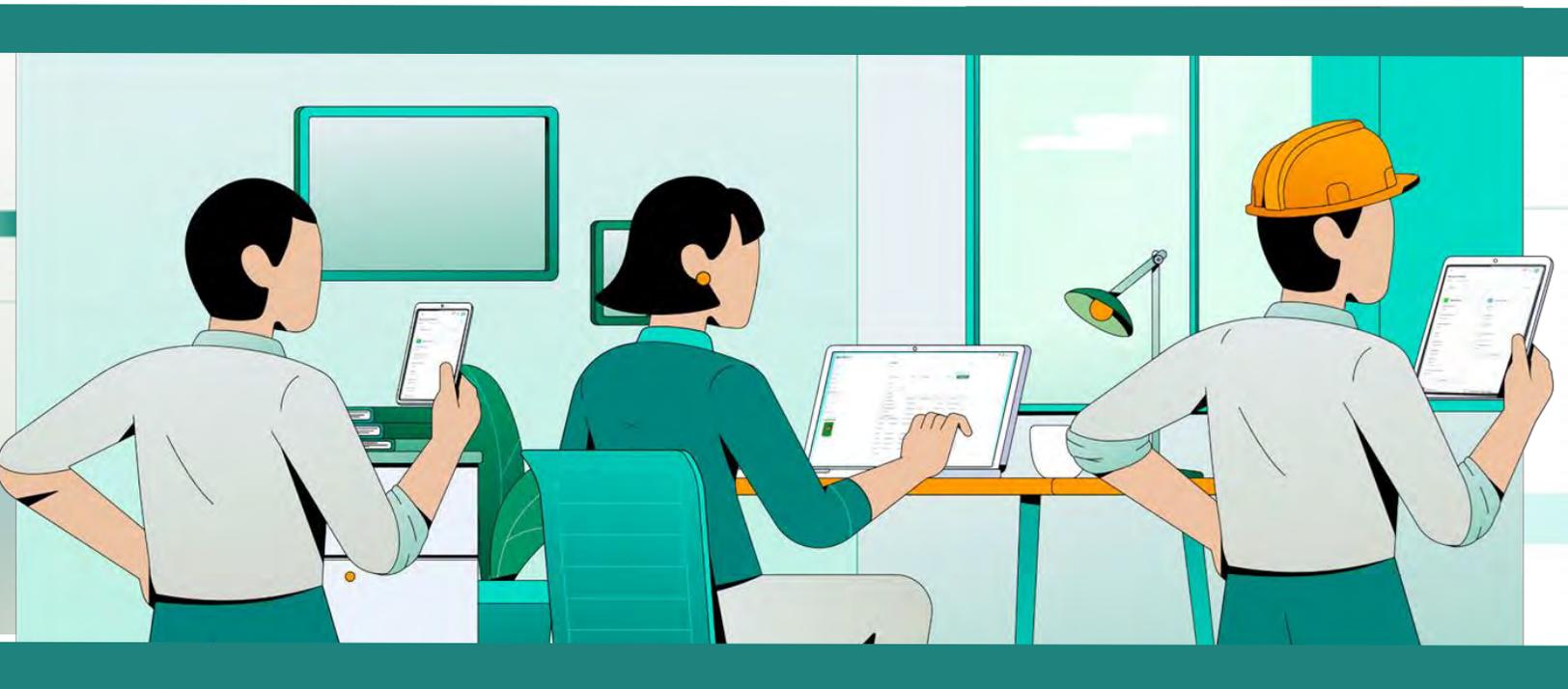
Award of this agreement is in the best interest of the City. Council’s approval is respectfully requested.

City of Kenai

Kenai Peninsula County

Proposal for Municipity™ Integrated Parcel Management SaaS

Valid for 3 months



Dave Aiello
Solutions Account Executive
845-399-1788
DAiello@icc-cds.com

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CUSTOMER NEEDS AND REQUIREMENTS

Summation of the key project data:

Processes Included in Project:

- Applications to Certificate
- Code Enforcement
- Planning and Zoning Applications
- License Application/Renewal Management
- Muncity Connect (*specific POW to Connect listed below*)
 - Application Submit/Pay
 - License Application Submit/Pay
 - Email notification for license management, (3) license types that will not be mapped to a parcel, but will need a dashboard for each license type, bulk word mail merge, (*please note may incur additional process cost after formal scoping*)
 - These licenses are for mobile food vendors and transient merchant licenses. City would like to take them online but will have to add them a dashboard initially during the internal implementation.

Municipal Departments Included in Project:

- Building Department Building Department, Planning & Zoning, Clerk, Utility

Total Initial User Count [*unlimited users*]:

- (15) Users

Integrations for Project Inclusion:

- Kenai Peninsula GIS – Muncity Scheduled Parcel Updater Service
 - *Please note, it is the responsibility of the Customer, (the municipality or entity), to provide access to the required Parcel data. If direct access cannot be granted, the Customer must coordinate with the data owner to obtain and deliver the necessary information to Muncity. At a minimum, the provided data must include a unique identifier, address, owner name, and owner mailing address. Any costs associated with obtaining this data are the sole responsibility of the Customer.*
- Payment Processor – Online Payments via Muncity Connect
 - *The payment processor integration with Muncity allows electronic payment processing for Credit Card online payment processing/acceptance via Muncity Connect. Note: Requires an active contract agreement with selected payment processor to configure. Additional Note, Payment Processor configuration is for Online payments through Muncity Connect only. If desktop terminals need to be configured, they can be added for additional cost. Hardware sold separately.*

Optional

- Laserfiche® Document Management - Muncity Integration

Please Note: Service Hours Limitation

The Muncity implementation project is subject to a defined service hours limit based on the agreed scope of work. These service hours will be allocated across the implementation of the entire Muncity suite, including Muncity 5 Desktop and the Muncity Connect public portal. The ICC CD Muncity Project Manager will monitor and manage these hours throughout the project.

If scope changes or unforeseen requirements arise that necessitate additional hours beyond the initial allocation, ICC CD will provide an estimate of the additional hours required. Such additional hours will be documented and quoted through a formal Change Order, which must be approved by the customer prior to any work proceeding.

MUNICIPITY PROGRAMS OF WORK

Municipity provides a variety of functionality to streamline important aspects of the Building, Planning and Zoning functions within a municipal government. These processes can apply to one department, or they can be spread across multiple departments depending on how the government operation is structured. The following are each of the current processes within Municipity 5 along with descriptions and the processes supported in each of the processes.

Application to Certificate



- **Permit Application Processing:** Receive and manage building permit applications for changes or enhancements to parcels and structures.
- **Application Review & Approval Workflow:** Coordinate review tasks and approvals across departments with built-in tracking and task management.
- **Fee Tracking & Payment Management:** Monitor and manage application-related fees with accurate, real-time tracking tools.
- **Inspection & Re-Inspection Scheduling:** Conduct and document inspections and re-inspections for permitted work, ensuring compliance before closing permits.
- **Certificate Issuance:** Generate and issue certificates upon successful completion of inspections and approvals.
- **Mobile Inspection Support:** Enable inspectors to perform on-site inspections, upload findings, and update permit status directly from the field.

Planning & Zoning Applications

- **Application Intake & Processing:** Accept and manage planning and zoning applications such as variances, subdivisions, and rezoning requests.
- **Approval Workflow Management:** Coordinate and track approval tasks, including scheduling and documenting planning board and zoning meetings.
- **Fee Tracking & Payment Management:** Monitor application fees with built-in tools for accurate tracking and reporting.
- **Escrow & Bond Account Tracking:** Manage financial accounts related to projects, including escrow deposits and bond requirements.
- **Project Monitoring & Status Updates:** Maintain visibility into project progress with centralized tracking and real-time status updates.



Code Enforcement



- **Violation Identification & Verification:** Log and confirm code violations across properties with tools for documentation and evidence collection.
- **Notice of Violation & Order to Remedy:** Generate and issue formal notices with prescribed corrective actions, deadlines, and compliance instructions.
- **Inspection Tracking for Violations:** Schedule and monitor follow-up inspections to ensure timely resolution and compliance.
- **Ticketing & Court Case Management:** Manage citations, track outstanding violations, and manage court appearances for unresolved cases.

Licensing Management



- **License Application Processing:** Accept and manage applications for contractor, business, and clerk-managed licenses (e.g., liquor, games of chance).
- **License Issuance & Renewals:** Issue licenses and manage renewal cycles with task tracking and approval workflows.
- **Expiration Alerts & Bulk Letters:** Generate bulk notifications for upcoming license expirations to keep licensees informed.
- **Fee Tracking & Compliance Monitoring:** Track payments and ensure all licensing requirements are met, including insurance validation.

Connect Public Portal



- **Online Permit & License Applications:** Allow citizens to apply for permits and request new licenses through a user-friendly online portal.
- **Inspection Requests & Status Tracking:** Enable residents to request inspections, view their status, and review inspection history.
- **Complaint & Request Submissions:** Accept public complaints and service requests directly through the portal.
- **Vacancy & Landlord Registration:** Facilitate online registration of vacant properties and rental units for streamlined compliance.

MUNICIPALITY CONNECT PROGRAMS OF WORK

The Municipality Connect Public Portal allows municipalities to connect directly with constituents to view property data, pay fees*, submit applications, apply for renewals, request inspections, report issues/complaints, etc. Available processes are determined by the municipality, selected from the list below:

**Please note that payments through the Municipality Connect Public Portal require an integration with an existing payment processor to configure. Products sold separately.*

Parcel Data Lookup and Online Bill Pay



- **Easy Public Access to Parcel Information:** Residents can quickly search for parcel details, permits, and complaints through a user-friendly online portal.
- **Online Bill Payment Made Simple:** Constituents can pay fees securely by invoice number or through their personalized dashboard.
- **Customizable Public Data Visibility:** Municipalities control what parcel information is shared, helping reduce public information request workloads.
- **Track Applications with Ease:** Users can create accounts to monitor the status of applications submitted in their name.
- **Enhanced Communication Tools:** Staff can engage with applicants directly through built-in commenting features in Munity.

Application Submit/Pay



- **Streamlined Application Management:** Staff can easily review, track, and approve public applications through intuitive internal dashboards.
- **Efficient Payment Oversight:** Monitor and confirm fee payments submitted online, reducing manual processing and improving accuracy.
- **Improved Public Communication:** Instantly share base documents and updates to applicants, keeping them informed and reducing inquiry volume.
- **Centralized Inspection & Certificate Tracking:** View inspection statuses and certificate requests in one place, ensuring timely follow-up and completion.
- **Enhanced Workflow Visibility:** Gain full visibility into application progress and approval tasks, helping departments stay aligned and responsive.

License Application Submit/Pay



- **Simplify License Intake:** Accept and manage new license applications and renewals online, reducing paperwork and walk-ins.
- **Streamline Payment Processing:** Track and confirm fee payments through integrated dashboards, improving financial oversight.
- **Automate Document Delivery:** Easily send base documents and allow the public to print or reprint licenses, minimizing manual requests.
- **Improve Workflow Efficiency:** Centralized tools help staff stay organized and responsive throughout the licensing process.

INVESTMENT DETAIL & OPTIONS

Prices noted for setup, configuration, training, and other services are valid for 3 months from the date of this proposal.

MUNICIPAL SUITE					
Annual SaaS Subscription					
Municipality 5 / Web-hosted Subscription	Includes	Year 1	Year 2 ¹	Year 3 ¹	
Annual Municipality Suite Subscription	Access to Municipality 5 site, Municipality Mobile, Municipality Connect public portal application, and ICC Code Access* with up to 20 ICC Digital code books selections	\$7,500	\$7,875	\$8,269	
Annual Maintenance for Scheduled Parcel Updater Service – Kenai Peninsula GIS	Requires REST endpoint link for querying data. Link is required for each parcel source.	\$1,000	\$1,050	\$1,103	
Annual Maintenance for Integrations: [TBD] Payment Processor ³	Allows for electronic payment processing for Credit Card online payment processing /acceptance via Municipality Connect. Requires an active contract agreement with selected payment processor to configure. Product sold separately.	\$800	\$840	\$882	
Municipality 5 Total Annual SaaS		\$9,300	\$9,765	\$10,254	
Municipality Project Implementation and Training Services					
Stage 1 – Municipality 5	Departments	POW	Year 1	Year 2 ¹	Year 3 ¹
Municipality 5 POW Implementation [set-up, configuration, templating, printouts etc.]	Building, Planning & Zoning, Utility, Clerk	- Application to Certificate - Code Enforcement - P&Z Applications - License Application/Renew	\$20,000	-	-
Municipality 5 Training [Remote, training materials to be provided, includes (2) Remote Go-Live Support Days]			\$4,000	-	-
Municipality 5 Total Services			\$24,000	-	-
Integration Implementation Services					
Integrations					
Scheduled Parcel Updater Service Set-up and Configuration			\$1,500	-	-
[TBD] Payment Processor Set-up and Configuration			\$700	-	-
Integrations Total Services			\$2,200	-	-
Municipality Connect Public Portal Application Implementation and Training					
Municipality Connect Implementation [one-time set-up for building database & process configuration]	Building, Planning & Zoning, Utility, Clerk	- Application Submit/Pay - License Application Submit/Pay	\$5,000	-	-
Municipality Connect Training (Remote, training materials to be provided)			\$200		
Municipality Connect Total Services			\$5,200	-	-

Total Yearly Cost			
	\$40,700	\$9,765	\$10,254
<i>Note – does not include additional integrations with 3rd party applications or additional Data Migrations</i>			

⌞The Municipality ICC Code Access feature creates a search interface within Muncicity to easily pull code content from the ICC digital code records into Muncicity for citations, violations, notices, etc. In addition to setup and maintenance, this also includes a subscription to access to up to 20 digital ICC Code titles. This setting can be turned on or off at the request of the Municipality. Please note that declining this functionality does not result in a price reduction.

⌞Project service hours not to exceed 125 hours. Please note implementation service hours are shared across Muncicity 5 Implementation, Muncicity Connect Public Portal Implementation, and Training Services. Implementation services provided under this Agreement are subject to a defined allocation of service hours as specified above. Should the actual time required to complete the implementation exceed the allocated service hours, the excess time shall be considered out of scope. In such cases, the Parties shall execute a Change Order to authorize the additional work, including a revised scope of services and associated pricing. No additional services shall be performed beyond the allocated hours without prior written approval via a Change Order.

①After the first year ICC Community Development may raise the annual support contract by 5% or by the previous year’s annual Cost of Living Adjustment (COLA) as calculated by the US Social Security Administration, whichever is greater. ICC Community Development will provide the Municipality with notice of any proposed increase no later than ninety (90) days prior to the anniversary date of the Contract. The absence of such notice shall be construed as ICC Community Development’s intent to maintain the annual support contract at the prior years’ amount.

③Payment Processor pricing is contingent upon the Municipality selecting a payment processor from the following list of pre-configured integrations, (please note, this requires the Municipality to have an existing contract with one of the following payment processing companies) *:

- EB2Gov – InterwareDev *preferred
- Payroc (FKA i3 Merchant Solutions) *preferred
- Forte
- Catalis/VPS

*Please note that Payment Processor configuration is for Online payments through Muncicity Connect only. If desktop terminals need to be configured, they can be added for additional cost. Hardware sold separately.

MUNICIPALITY OPTIONAL COMPONENTS (please select the checkbox of the desired options to include in project)

OPTIONAL COMPONENT – LASERFICHE® INTEGRATION ADD-ON

Annual SaaS Subscription					
Subscription	Users	Year 1	Year 2	Year 3	
Annual Maintenance for Laserfiche® – Muncicity 5 Integration (incl. Outside Service Provider access)	n/a	\$2,400	\$2,520	\$2,646	
Implementation and Training					
<u>Implementation</u>					
Integrations: Laserfiche® Document Management Software (set up, configuration, incl. Outside Service Provider Configuration Assistance) <i>[not to exceed 13 hours]</i>	n/a	\$2,600	-	-	
<i>Note: Requires Laserfiche® software and an active license to configure. Product sold separately.</i>					
Total Yearly Cost					
		\$5,000	\$2,520	\$2,646	
<i>Note – if selected, associated fees will be added to the pricing for Desktop and Mobile set-up and annuities.</i>					

⌞ This integration will provide the nightly functionality of copying every document added to Muncicity, either by printing or uploading, and then automatically storing that copy within the designated Laserfiche® repository for archival and retention.

⌞ Please note that the current City Laserfiche® Solution Provider will need to acquire workflow configuration access from ICC-CDS.

⌞ Additional Assumptions/Requirements:



- Customer must have a web server in a DMZ environment where the Muncicity Proxy API and SQL Express instance can be installed
- ICC CDS will not have access to Customer’s Laserfiche repository
- Customer and/or Customer’s Laserfiche Solution Provider will provide ICC CDS with Laserfiche server/repository information and credentials, and the name and location of the destination folder with the Laserfiche repository where Muncicity Media will be stored
- ICC CDS will provide Customer and/or Customer’s Laserfiche Solution Provider with necessary Laserfiche Template definitions
- ICC CDS will provide Customer and/or Customer’s Laserfiche Solution Provider with custom Laserfiche Workflows which will import Muncicity documents into Laserfiche
- All Muncicity 5 users who wish to view Laserfiche documents in Muncicity integration must have a Full User license for Laserfiche
- Customer to identify all Muncicity Entities (Permits, Inspections, etc.) for which they would like to have Muncicity Media sent to Laserfiche. All Media for a given Entity will be imported into Laserfiche.

OPTIONAL COMPONENT – ON-SITE GO-LIVE SUPPORT & TRAVEL

Implementation	Cost
Additional Muncicity Go-Live Support & Travel <i>(2) days of Muncicity onsite support from a Muncicity trainer at date of scheduled Go-Live. Remote training will be completed prior and training materials will be provided.</i>	\$4,800
Total Cost for Software/Services	\$4,800

OPTIONAL COMPONENT – ADMIN USER TRAINING

Implementation	Cost
Additional Muncicity 5 Training (Remote) <i>Muncicity’s Administrative User Certification is an essential component designed to ensure that users have the necessary knowledge and skills before being granted elevated administrative rights within Muncicity 5. These elevated rights empower users to perform critical tasks such as adding or modifying user accounts, editing configurations, and creating new types of items like permits and inspections.</i>	\$300 (per user)
Total Cost for Software/Services	\$300

The base Muncicity subscription license charges support the following:

- Annual Software subscription – this is the actual cost of the software license itself and is an annual recurring expense.
 - The Muncicity Suite subscription includes access to the following components:
 - Muncicity Desktop
 - Muncicity Connect Public Portal
 - Muncicity Mobile

By subscribing to the Muncicity Suite, you acknowledge that these components are bundled as part of a single SaaS offering. If any of the above services are declined or unused, there will be no reduction in the annuity cost for the subscription.

Please note:

- The Municipality Connect Public Portal requires implementation services for configuration.
 - If the Municipality Connect Public Portal is not included in the initial project service hours, and is added later, the necessary implementation services will be provided via Change Order, subject to additional fees."
- Implementation Service Hours Limitation –
 - The Municipality Implementation project is subject to a defined service hours limit based on the agreed scope of work. These service hours will be allocated across the implementation and training services of the entire Municipality suite, including Municipality 5 Desktop and the Municipality Connect public portal. The ICC CD Municipality Project Manager will monitor and manage these hours throughout the project.
 - If scope changes or unforeseen requirements arise that necessitate additional hours beyond the initial allocation, ICC CD will provide an estimate of the additional hours required. Such additional hours will be documented and quoted through a formal Change Order, which must be approved by the customer prior to any work proceeding.
 - Unused hours will not roll over, be credited, or be refunded if not utilized by the Customer within the project timeline.

Additional Notes:

- Definition of Service Hours
For purposes of this Agreement, "service hours" shall include, but are not limited to, the following activities performed by any Municipality project team member:
 - Participation in meetings;
 - Software build activities;
 - Documentation of project components;
 - Follow-up communications and preparation of meeting notes; and
 - Any additional activities reasonably required to fulfill the scope of work, which may be deemed billable at the sole discretion of the Municipality team.
 - Service hours are calculated on a per-project-team-member basis.
- Hosting – This covers the cost of providing the software in the Cloud and is an annual recurring expense.
- System access – The Municipality Suite subscription pricing includes unlimited user access. There may be normal added expenses for adding users or departments to the system for set up and training but there is no additional charge for adding users (Does not include Mobile access which is user license based).
- Parcel Updater Service – It is the responsibility of the Customer, (the municipality or entity), to provide access to the required Parcel data. If direct access cannot be granted, the Customer must coordinate with the data owner to obtain and deliver the necessary information to Municipality. At a minimum, the provided data must include a unique identifier, address, owner name, and owner mailing address. Any costs associated with obtaining this data are the sole responsibility of the Customer.
- Server Storage – Standard Municipality databases are able to house up to 10 Gb of data. Databases that exceed this limit will need to upgrade to an Individual RDS Server Instance for an associated cost. Additional information and pricing for this option are available upon request.

- Media Storage – Standard implementation includes 100 Gb of storage space for Documents and Pictures. Additional Storage can be purchased in 100 Gb increments for \$250 per year.
- Scope of Data Migration does not include –
 - Transfer of Existing Multimedia, (photos, videos, documents, etc.), this is subject to additional scope and charge
 - Cleaning of any corrupted or duplicate data
 - Integration of legacy data into workflow or reports.
 - Logs of data changes
 - Migration of any data into the workflow (i.e., pending or completed signoffs, fee steps, document issuance, inspections).
- ICC Community Development/Helpdesk – ICC Community Development provides Helpdesk support to users and admin managers on a daily basis. This covers the extensive ongoing support that the customer receives while on subscription.

1. Adjustments to Performance Schedule; Delays.

Adjustments to Schedule. Upon the mutual consent of the Municipality and ICC Community Development, the “Performance Schedule” may be changed or extended as provided under “Delays” below.

Delays. Client(s) must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware of any difficulties that may delay the delivery of services or deliverables within each Phase of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any phase will result in a project restart, and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure. Additionally, an incentive is applied should the Municipality meet the agreed upon deadlines as outlined in the Performance schedule.

Customer Project Team Changes. If, after project kickoff, the customer changes the designated project lead or makes multiple changes to customer project team members, ICC Community Development Solutions will review the impact of these changes on the implementation plan with the new project team members. If ICC determines that the changes require a restart of the affected phase or the entire project, additional charges will apply and will be documented through a formal change order.

ANNUAL SERVICE AND SUPPORT

The annual service and support agreement provides the City of Kenai's with service and support on the Muncity System. This includes advice on procedural questions, configuration updates, regular software updates and software fixes for problems encountered.

As part of this purchase, the City of Kenai agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

Security and Compliance

Muncity inherits best practices of security policies, architecture, and operations processes of its underlying platform, which is continuously audited, meets requirements for numerous compliance programs, and benefits from accredited certifications. Periodic Trustwave vulnerability scans ensure PCI compliance of financial platforms. All sites are certificate-secured, and web traffic is protected by SSL encryption.

Prevention and Detection

Automated assessments improve the security and compliance of Muncity applications. Servers are hardened based on recommendations from industry standard CIS security benchmarks, known vulnerabilities and exposures, runtime behavior analysis, and security best practices. Network traffic is actively monitored for security risks; immediate notifications are provided in case of suspected malicious or unauthorized behavior.

Storage and Recovery

Customer data is secured in a private network, and databases backed up and stored remotely in multiple regions. Data access is secured by IAM best practices.

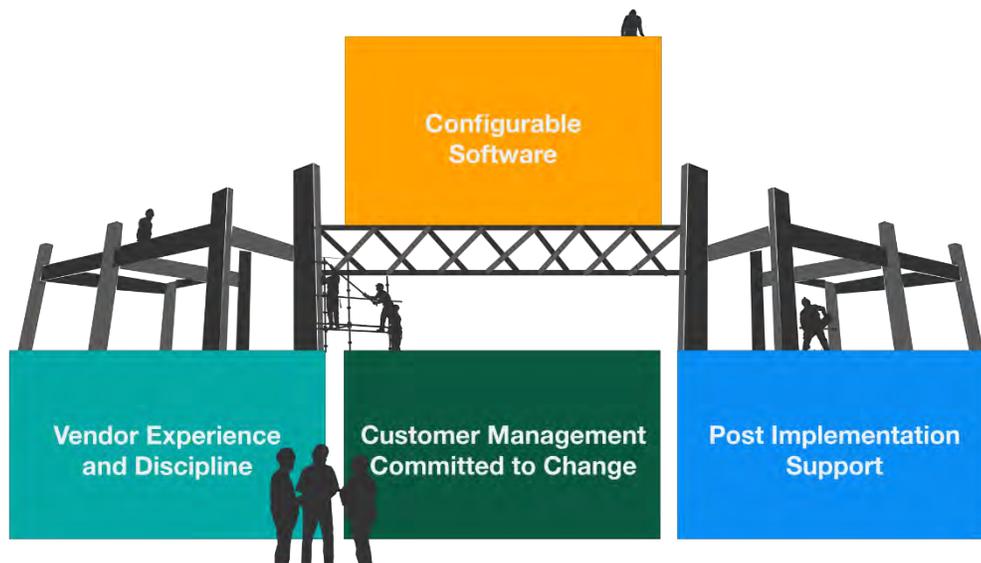
The Importance of the Customer's Involvement in successful implementation

It is imperative that there be buy in from all parties involved within the project in order for it to be successful. Please review the following considerations:

- Commitment to Management for Change and Managing Resistance
- Senior Project Manager assignment from Customer – single point of contact
- Supervisors' role in learning and becoming an inside expert to support users
- Clarity relating to desired integrations and their functionality
- Access to all relevant data for incorporation early in the process
- Commitment to schedules and timelines

MUNICIPALITY IMPLEMENTATION & TRAINING PROCESS

The process of implementing a new software solution within the framework of a busy, often-under-resourced local government operation is often overlooked when jurisdictions consider purchasing a software solution. Successful deployments while being completed in a few months' time often take 18 to 24 months before the new application is seen as comfortable and adopted as "the way we do it." ICC Community Development's implementation methodology follows a very specific phased approach to implementation and training that has proven to be very successful. Its success is based on a sound structure that supports the process by having clarity on what will make the implementation successful:



Configure-able Software

Municipality 5 has been built over time based on needs and requirements that have been asked for by our customers. Essentially, it has been built based on customer direction. Part of that evolutionary development has required that it be very flexible in its design to allow that while all building and code enforcement departments issue permits, conduct inspections, manage complaints and so much more, every department we work with operates under different rules and procedures. So, the software and its construction of work processes, form types, information fields, etc. have to allow a great deal of flexibility. This should not be confused with the concept of customization. The ability to configure the software in a flexible way should not need to include new programming/development of the software to achieve the implementation. There is a separate process for software customizations that may come later but aren't done routinely as part of an implementation.

Foundation for successful implementation -Vendor experience and discipline

Our discipline for implementation follows a very well-organized phased approach led by skilled project managers, technicians, and trainers. The chart below illustrates the process and the discipline followed to move through the implementation as thoroughly and efficiently as possible. It is based on gaining knowledge as rapidly as possible about the way your operation works, the details around your processes and constituent interface and your data sources and structures required to build out the software solution for your organization.

SAMPLE IMPLEMENTATION TIMELINE



↳ Please note that these time estimations are based on past projects. Each project timeline is variable. Please see Appendix D for further detail breakdown of the Project Phases for Muncicity 5 and Muncicity Connect Public Portal.

Additional annual service and support program details are described in Appendix B.

Customer management commitment to change and time/resource commitment Leadership commitment and involvement in the implementation of a new software implementation is critical to successful implementation. Vendor’s can only do so much to address resistance to change which is a natural part of the implementation process. Leadership reinforcement throughout the process is required to ensure that the decisions made to move to a new platform, while creating short-term pain will lead to longer-term productivity. Leadership also must commit to the amount of time that will be involved in migrating to the new platform –part these commitments include being responsible for the County (or other source) GIS shape files to be imported into the Muncicity 5 database. Software users must be reassured that while there will be discomfort and some disruption for them, it is a necessary part of the change process and will eventually become easier once the learning curves are surpassed.

Post-implementation support

A strong helpdesk setup for customer support should be a must for any software vendor. After training and go-live our customers are migrated to our helpdesk for their ongoing support. Our staff tracks all incoming calls or contacts in our CRM system and the cases are tracked through resolution of the issues. The period after go live is that time when new users and managers will be working to reinforce the new way of doing things which often means having access to experts who can answer questions or help make needed adjustments to the system or its output.

Project Planning

Upon conclusion of the contract negotiation the process opens with our discovery process. This involves the initial phase 1 plan and schedule. While the project plan at this early phase is created as a general outline as each phase is completed the next phase has a specific plan created based on what took place in the most recently completed phase. The project teams from both sides of the team iron out the specific plans and agreed to time frames. In each of these phases there can be tasks and/or time/resource commitments that must be agreed to by both sides. Once those items are agreed-upon then the planned phase commences. ICC Community Development builds in discount incentives for completion and/or time commitments met by the customer in most of the phases of the process.

ICC Project Manager determines if customer requirements for deliverables and deadlines are met at the completion of each phase for discounts to apply. See the Authorization and Agreement section for your specific available discounts.

AUTHORIZATION & AGREEMENT

The City of Kenai, Alaska hereby agrees to the procedures outlined above, to ICC Community Development’s Terms and Conditions which are available at <http://icc-cds.com/terms-conditions>, and authorizes ICC Community Development to proceed with the project.

<input type="checkbox"/> Optional Contingency Fund for Scope Changes	\$5,000
<p><i>We recommend the Municipality consider establishing a Contingency fund to cover any unanticipated scope changes that may occur throughout the project. This will protect the project from delays as a quick email approval could keep a scope change from added delays of waiting for an approval to proceed. This fund creates a pre-approved pool of funds for changes, which will be communicated and approved via Scope Change document, highlighting changes before additional work is implemented. If the funding is not used it will be returned to the Municipality.</i></p>	
<p><i>If this option is <u>not selected</u>, any changes or additions to the project will be subject to the traditional Change Order process, where the Municipality will receive a quote for changes that will need to run through an additional approval process, delays included.</i></p>	

MUNICIPALITY SUITE PAYMENT SCHEDULE

SUBSCRIPTION

100% of the first-year site subscription will be invoiced upon site activation at Phase 2 – payable within 30 days.

100% of the Subsequent years’ subscription price shall be invoiced at the 1-year anniversary of license activation.

MUNICIPALITY 5 SERVICES – SETUP, IMPLEMENTATION, & TRAINING

70% of the total services will be invoiced per the specific Municipality 5 Project Phases below:

Phase 1: 10% of the total services price shall be invoiced after Phase 1 – Discovery Completion

Phase 2: 15% of the total services price shall be invoiced after Phase 2 – Initial Configuration

Phase 3: 15% of the total services price shall be invoiced after Phase 3 – Process and Data Review

Phase 4: 15% of the total services price shall be invoiced after Phase 4 – Testing and Reworking

Phase 5: 10% of the total services price shall be invoiced after Phase 5 – Training and Go-live

Phase 6: 5% of the total services price shall be invoiced after Phase 6 – 20 Days after Go-live

MUNICIPALITY CONNECT SERVICES – SET-UP, IMPLEMENTATION, & TRAINING

30% of the total services will be invoiced per the specific Municipality Connect Project Phases* below:

Phase 1: 5% of the total services price shall be invoiced after Phase 1 – Discovery

Phase 2: 10% of the total services price shall be invoiced after Phase 2 –Site Set-up

Phase 3: 10% of the total services price shall be invoiced after Phase 3 –Build and Data Review

Phase 4: 5% of the total services price shall be invoiced after Phase 4 –Testing and Build Complete



*The Municipality Connect project stage begins after the Municipality 5 project stage goes live. The kickoff of the Connect project will be scheduled at the request of the Municipality, whenever their team is prepared to move forward.

MUNICIPALITY INTEGRATION PAYMENT SCHEDULE (if offered and selected)

SUBSCRIPTION

100% of the first-year site subscription will be invoiced upon integration activation – after system Go-Live.
100% of the Subsequent years' subscription price shall be invoiced at the 1-year anniversary of integration activation.

SERVICES – SETUP AND CONFIGURATION

100% of the services will be invoiced upon completion of the integration – each integration will be invoiced individually based on completion date.

ICC Community Development Project Manager determines if customer requirements for deliverables and deadlines are met at the completion of each phase.

<i>Estimated Municipality Base Solution (First Year Costs):</i>	<u>\$ 40,700</u>
<i>Optional Component(s), if offered and selected:</i>	<u>+ \$ *</u>
<i>Estimated Total Investment:</i>	<u>\$</u>

*Contingency fund is for pre-approval of funds. These funds will not be invoiced unless they are needed and agreed upon after change order review

CITY OF KENAI, KENAI PENINSULA COUNTY, ALASKA

By: _____ In the Presence of: _____
Title: _____ Title: _____
Date: _____ Date: _____

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC

By: _____ In the Presence of: _____
Title: _____ Title: _____
Date: _____ Date: _____

1. Sign the Proposal
2. Fax or email the Authorization & Agreement Section only to: ICCCDS@generalcode.com • fax (585) 328-8189
3. Mail the signed Proposal to ICC Community Development at: 3490 Winton Place • Rochester, NY 14623

Upon request ICC Community Development can sign and mail a copy of this agreement back to the Municipality for its records.



APPENDIX A - MUNICIPALITY™ MINIMUM SPECIFICATIONS

Workstations:

Processor	Minimum Intel i5 or equivalent processor and is less than 5 years old
Operating System	Windows 10/11 (32 or 64 bit) – 64 bit preferred
Optimal Browser	Google Chrome latest version, or other Chromium-based browser
Hard Drives	10 GB of free disk space for software and temporary files (SSD Preferred) Should also be less than 5 years old
RAM	Minimum 8 GB
Monitor	Minimum 23" monitor recommended for optimal viewing
Internet Access	Program is web-based. Support is handled online. Stable Internet access and ability to access via ScreenConnect required on all workstations

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Mobile can be used in offline mode Camera recommended for taking photos in the field
Screen Size	Minimum 8" Screen
Storage	Minimum 64GB
Network	Minimum 4G Wireless Connection

Preferred Specifications

Workstations:

Processor	Intel i7 or equivalent processor and is less than 3 years old
Operating System	Windows 10 or newer – 64 bit
Optimal Browser	Google Chrome latest version or other Chromium based browser
Hard Drives	25 GB of free disk space for software and temporary files (SSD Preferred) Should also be less than 5 years old
RAM	16 GB
Monitor	At least one 23" monitor for optimal viewing, 2 monitors preferred
Internet Access	Program is web-based. Support is handled online. Stable Internet access and ability to access via ScreenConnect required on all workstations. Connections should be wired.

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Mobile can be used in offline mode Camera recommended for taking photos in the field
Screen Size	Minimum 10-inch screen
Storage	128 GB
Network	5G Wireless Connection

Network Requirements:

General	There is a confirmed interference with some antiviruses that check every network call before allowing it to be sent through the browser
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	<p>Broadband Internet Connection with a minimum bandwidth speed test range of 2 mbps preferred per User/Device</p> <p>Allow all of the Muncity domains in your firewalls/router/antivirus:</p> <ul style="list-style-type: none"> *.Muncity5.com/* *.MuncityMedia.com/* *.MuncityReports.com/* <p>Once whitelisted please ensure that the URLs are resolving to the following IP's</p> <ul style="list-style-type: none"> *.Muncity5.com/* : 107.23.104.209 *.MuncityMedia.com/* : 107.23.71.163 *.MuncityReports.com/* : 107.23.154.244 <p>Ensure Port 9030 and 9057 is Open</p>
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File Types that can be opened in Muncity 5

The following file types can be opened and viewed in Muncity 5:

- .PDF
- .JPEG
- .JPG
- .XLS
- .DOC
- .PPT
- .TXT
- .GIF
- .PNG

Additional file types can be uploaded to Muncity, but Muncity doesn't support viewing additional types within the software. To view non-support types, users will need to download the file to their local machine and open it with the appropriate application.

Recommend Changes to Default Photo Types

Please be aware that some mobile devices save photos in the .HEIC file format by default. However, this format is not supported for viewing in Muncity 5. To ensure compatibility and viewability of uploaded photos in Muncity 5 or Muncity Mobile, please review your device settings and confirm that it is not set to default to the .HEIC file type.

Remote Access

The client agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting, GoToAssist or WebEx.

APPENDIX B - GENERAL MUNICIPALITY SERVICE LEVEL AGREEMENT

Municipality Support is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Municipality System. With Municipality Support you will always be confident that you are receiving the very best performance and quality possible.) Technical support also covers basic updates to Entity Types, templates, fee calculations, reports, printouts as well as the creation of new user accounts.

Contacting ICC Community Development's Support Team

- Call our toll-free number (855-436-5500)
- Email at municipalitysupport@icc-cds.com
- Submit tickets through our portal at <https://icc-cds.helpspot.com/municipality/>

Service Level Agreement

- Technical support requests not immediately addressed will be acknowledged within 8 business hours with the majority of response times within 2 hours
- ICC Community Development's Help Desk Technician may need to remotely access your system to diagnose an issue.
- In these situations, ICC Community Development will use ConnectWise ScreenConnect, WebEx, or your remote service tool, to create a remote connection with you so they can observe and diagnose an issue
- Technical Support is provided between the hours of 8:30 AM - 5:30 PM EST, Monday through Friday
- In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you
- Every Issue reported to the ICC Community Development Help Desk will have a Case Number Assigned for your reference and can be reviewed on our ticket portal

Included with Municipality Support

- Simple Updates/Additions to Entity types and Templates
 - Entity types are items such as Permit Types, Fee Types License types, etc.
 - Templates are configured mappings of items such as fees, inspections, and task to parent items such as Permits and Licenses.
- Simple Updates/Additions to Printouts
- Creation of Simple New Dashboards
- Creation of New User Accounts
- Creation of New Groups and Fields on Entities
- Remote troubleshooting and repair to the extent of our ability of any errors generated by Municipality
- Remote troubleshooting and repair to the extent of our ability any Municipality technical issues
- Escalation to Municipality Engineers for any software issue that we cannot immediately resolve
- Access to all major and minor updates provided by Municipality per the request of the customer
- Assistance in activating/configuring minor software updates provide by Municipality
- User group meetings and webinars
- Access to Municipality's knowledgebase
- Answers to Basic Procedural questions
- Automatic Scheduled Bulk updates to parcel data *(if service is purchased)*

- Customer must be using a software that Municipality has currently integrated with, please contact your sales rep for the most updated list.
- Customer must own their Assessment data or have arranged access to the data with the entity that does have ownership.
- Periodic Bulk Updates to Parcel (*if service is purchased*)
 - If not using integrated software customer must send the data to the ICC Community Development's Helpdesk when changes are needed
 - Data needs to be sent in either Excel format or some other text delimited format.
 - Data should be sent in the same format each time.
- Ordinance code updates at the customer's request (*if integration is purchased*)
 - If Ordinance Codes are not available through General Code's eCode Product they must be provided in a text delimited or Excel file.
 - The file must separate the Code Number, Short Description, and Long description.

Excluded from Municipality Support

- New user or refresher training (on-site or remote)
- Training related new features/modules released as part of software updates
- Data Conversions from Third Party Systems
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- Support of Customer Hardware/Infrastructure that is used in conjuncture with Municipality
- Creation of New Reports
 - ICC Community Development will be responsible for determining the complexity of a request is based on the number of hours required to make the requested change.
 - Complex reports refer to but is not limited to Reports that require unique data formatting, process changes, pulling data from multiple child objects, and multiple data groupings.
 - Reports that require development changes in order to create.
- Complex Updates/Additions to Entity Types/Templates or Processes
 - This refers to significant new or updated changes of Entity Types/Templates.
 - ICC Community Development will be responsible for determining if a request is complex or simple based on the number of hours required to make the requested change.
 - This includes any requests that require development changes in order to enact.
- Complex Updates/Additions to Printouts
 - This refers to significant new or updated changes of Print Outs.
 - ICC Community Development will be responsible for determining if a request is complex or simple based on the number of hours required to make the requested change.
 - This includes any requests that require development changes in order to enact.
- Assistance in activating/configuring complex updates provide by Municipality
 - This refers to major updates such as entirely new functionality/modules released by Municipality Developers.
 - ICC Community Development and Municipality developers will be responsible for determining if an update is complex or simple based on the number of hours required to activate and configure the update.
- If you have questions regarding whether a change is complex or simple please contact our Municipality Support.
- Automatic Ordinance code updates unless a separate integration is purchased.

Method of Support:

ICC Community Development provides its Help Desk support remotely via the Internet utilizing web browser tools such as GoToAssist. The customer agrees to provide remote internet access to their client workstation(s) as needed. Broadband internet connectivity at the customer site is preferred, but a minimum of a 56kb modem is required.

Customer's Obligation:

In order to participate in the Muncity Support program, the Customer is required:

- To issue a purchase order for or complete payment on an invoice for the annual Muncity Support.
- To have Internet access on all workstations where the Muncity client is installed and be willing to allow our Support Technicians remote access to the Customer's Muncity system via ConnectWise ScreenConnect or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number, and e-mail address.
- To describe technical issues completely in order to provide ICC Community Development's Help Desk staff sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.
- To have our preferred browser installed.

APPENDIX C - MUNICIPALITY INCLUDED FEATURES

Web-based Municipality Implementation: Included Base Features

Parcel Information - Search for parcels by owner, address, parcel number and then view all parcel assessment information, including owner, owner's address, zoning, property class, acreage, etc. Municipality captures full property history, including ownership changes and historical ownership information.

Contact Management – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

GIS – The GIS capabilities in Municipality 5 enable the visualization of all of your Municipality data via a geographic interface. Municipality GIS utilizes geospatial layer data from a variety of sources (the municipality, the County, the State and even some generally available layers from the federal government).

Workflow – Configure your permit/application workflow to your liking. Permit Templates allow users to define processes (reviews, inspections, fees, etc.) based on permit type.

Appointment Calendar – Appointment Calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re-schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.

Media – Attach any electronic files to your parcels, permits, inspections or complaints. Upload pictures, documents, PDF files, and videos and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer. *Please Note: Standard implementation includes 100 Gig of storage space for Documents and Pictures. Additional Storage can be purchased in 100 Gig increments for \$250 per year.*

Dashboard / Analytics - View all the latest activities of your department, such as applications submitted, permits issued, complaints issued, inspections completed, tasks assigned, etc. Configure the dashboard to your preferences by choosing from a variety of graphs and data views.

Print Outs – Municipality 5 is delivered with several standard printouts. These documents include:

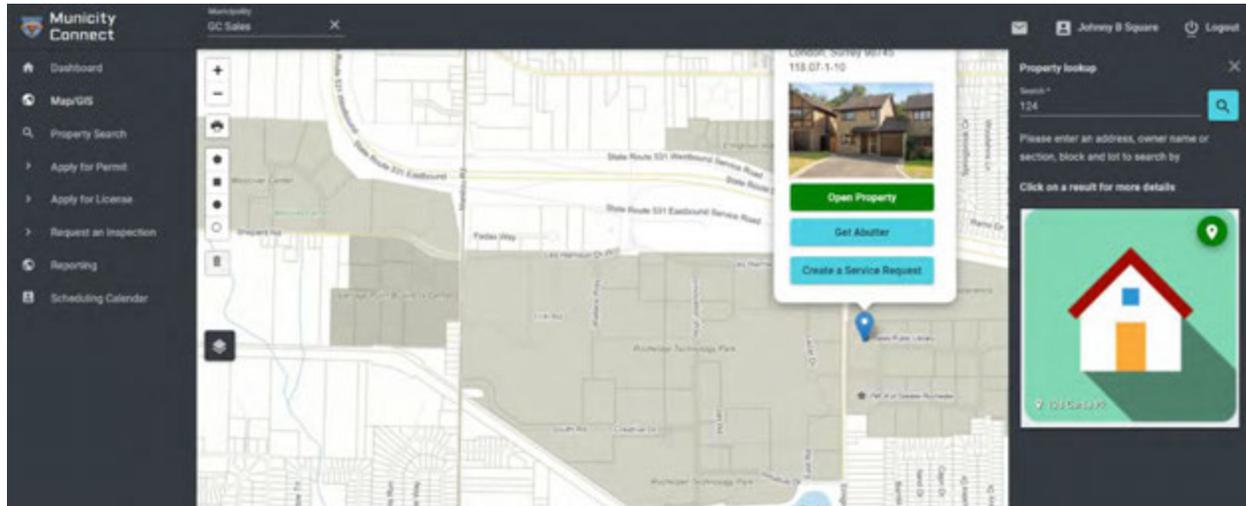
- Parcel Information / History / Title Search.
- Permits.
- Approval / Denial Letters.
- Certificates (CO, CC, Temporary CO).
- Inspection Results (Passed / Failed Letter).
- Daily Inspection Schedule.
- Complaint Notice.
- Accusatory / Affidavit.
- Summons / Appearance Ticket

Reports – Municipality 5 comes standard with the following reports:

- Applications Created
- Permits Issued
- Permits Closed
- Permits Expiring
- Certificates Issued
- Expired Temporary COs
- Complaints Issues
- Complaints Open
- Complaints Resolved
- Complaints with Violation Details
- Escrow Account Balances
- Escrow Account Transaction History
- Inspections Scheduled/Completed
- Paid Fees
- Invoiced Fees
- Licenses Issues
- Registrations Issued
- Summary report that includes information on Applications, Permits, Certificates, Inspections, and Complaints
- Additional custom reports available for an additional fee

Municipity Connect Public Portal Implementation: Included Base Features

Municipity Connect module makes available to the public via the Internet information relating to the parcels, permits, inspections, complaints, variances, planning projects, etc. Optionally, web users can submit applications for a new permit, lodge a complaint or request an inspection.



Municipity Connect – Parcel Selection

Some Features of Municipity Connect:

- View all Parcel Information through a web browser (content determined by the municipality).
- Apply for Permits On-Line.*
- Upload documents.
- Pay fees.
- Track status of an application through the review process.
- View status of permits (inspection progress).
- File a complaint.
- Request an inspection.
- Apply for a license.
- Apply for registration.
- Apply a title search.
- User specific dashboard.

** Note: check and credit card fees may apply. If interested in utilizing this feature, ICC Community Development will provide an additional proposal.*

APPENDIX D - MUNICIPALITY PROJECT PHASE BREAKDOWN

Municipality 5 Project Phases

Phase 1 - Discovery

Customer should expect to commit between 6 and 8 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer will use the Build tracker template in Smartsheet to outline the initial build requirements for the CDS team. Additionally, the customer will gather and submit samples of all documents they need Municipality to generate. If data conversion is included in the customer contract, the customer will guide the CDS-U team through samples of data from their current system. Training will be provided to ensure proficiency in completing the build tracker.

Key Deliverables

- Build Tracker Complete
- Documents Provided
- Legacy System Review Complete and back-up of data provided if included in contract

Phase 2 – Site Setup

Customer should expect to commit between 1 and 2 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer project team will undergo basic coursework in our learning management software, CDS-U, to prepare for subsequent phases. Simultaneously, the CDS-U team will finalize the site setup and import the build data from the Smartsheet build tracker. If data conversion is part of the contract, the initial data conversion process will also take place during this phase.

Key Deliverables

- Customer CDS-U Classes Completed
- Customer Site is activated
- Build from Phase 1 is imported
- Legacy data is converted if included in contract

Phase 3 – Build and Data Review

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

In this phase, the CDS-U project manager will guide the Customer through their build in Municipality 5 to ensure accuracy and address additional build decisions not covered in Phase 1, such as numbering and status configuration. All documents will also undergo a review for accuracy. If data conversion is part of the contract, the CDS team will also collaborate with the customer to review how the data was imported, noting any issues or required changes with the data.

Key Deliverables

- Review all Programs of Work and make final build decisions

- Review legacy data conversion if included in the contract

Phase 4 – Testing

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

At the beginning of this phase, CDS team members will implement all documented changes and updates identified in Phase 3. Customers will then conduct live testing of processes with the CDS project manager to verify that the system is functioning as required and that all discussed changes have been implemented.

Key Deliverables

- Test all Programs of Work
- Test process continuation for legacy data if conversion is included in the contract

Phase 5 – Training and Go-Live

Customer should expect to commit at a minimum 1 to 2 hours a week over the course of 2 to 3 weeks

The Customer will receive an assigned training plan in our learning management software, CDS-U. All project team members will have already completed their primary training in CDS-U, but any additional system users will need to complete these courses. Once the courses are finished, users can register for live classes according to the program of work, where trainers will guide them through their specific build in real-time. A single live class is scheduled per program of work, and these schedules are coordinated between the CDS trainer and the customer, all to be completed within a single week.

System go-live is planned for the week following the live training sessions. Trainers will provide dedicated support during the go-live period for at least two days, which can be either remote or onsite support depending on the terms of the contract. Final data conversion will also be completed during this period.

Key Deliverables

- Customer completes CDS-U Course
- Customer attends live review classes
- Final Data Conversion completed if included in the contract
- Software is live

Phase 6 – Go-Live Support

Customer should expect to commit at a minimum 1 to 2 hours a week over the course of 4 weeks

During this period, the support team will schedule check-in meetings with the customer as necessary to address any questions or issues that arise during the software transition. The customer can also reach out via email, our portal, or our support phone line to address issues between meetings. After four weeks, this phase will be concluded, and the customer can continue to reach out to the support team for any additional assistance they may need.

Key Deliverables

- A minimum of 4 check-in meetings during the 4-week phase

Municipity Connect Project Phases

Phase 1 - Discovery

Customer should expect to commit between 6 and 8 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer will use the Build tracker template in Smartsheet to outline the initial build requirements for the CDS team. Training will be provided to ensure proficiency in completing the build tracker.

Key Deliverables

- Build Tracker Complete

Phase 2 – Site Setup

Customer should expect to commit between 1 and 2 hours of work per week over the course of 4 to 6 weeks

During this phase, the customer project team will undergo basic coursework in our learning management software, CDS-U, to prepare for subsequent phases. Simultaneously, the CDS-U team will finalize the site setup and import the build data from the Smartsheet build tracker. Connect sites will have warnings on them to indicate that they are not currently live.

Key Deliverables

- Customer CDS-U Classes Completed
- Customer Site is activated
- Build from Phase 1 is imported

Phase 3 – Build and Data Review

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

In this phase, the CDS-U project manager will guide the Customer through their build in Municipity Connect to ensure accuracy and address additional build decisions not covered in Phase 1.

Key Deliverables

- Review all Programs of Work and make final build decisions

Phase 4 – Testing and Build Complete

Customer should expect to commit at a minimum 6 to 8 hours a week, number of weeks dependent on programs of work purchased

At the beginning of this phase, CDS team members will implement all documented changes and updates identified in Phase 3. Customers will then conduct live testing of processes with the CDS project manager to verify that the system is functioning as required and that all discussed changes have been implemented. When the customer is ready to promote the site, they will reach out to the Municipity support team to rebrand the site as live and available to the public.

Key Deliverables

- Test all Programs of Work

INTEGRATIONS: LASERFICHE® INTEGRATION SPECS AND PROCESS

Laserfiche/Municipity Integration – Recommended Server Specifications

Server:

CPU	Quad Core or Better Preferred
Memory	8 GB RAM or more (Note that to have 8 GB RAM or above recognized, OS must be 64 bit.)
Operating System	Windows Server 2012 R2 or above 64 bit preferred
Database Engine Recommended	Microsoft SQL Server 2017 Express, 2016 Express Web Server
Web Server	Microsoft IIS 7.5 (Windows Server 2008 R2) Microsoft IIS 8.0 (Windows Server 2012); Microsoft IIS 10.0(Windows Server 2016)
Framework	Latest .Net Version in relation to your OS (Client responsible for install)
Browser	Internet Explorer 11 and higher Chrome Recommended
Hard Drives	Minimum of 5GB of Free Space Required on the C Drive for Laserfiche Installation
NIC	Gigabit recommended for optimum speeds
Network Location	The server that hosts the software needs to be able to send requests to the Laserfiche server AND be able to send and receive requests from Municipity's Servers

Process:

STAGE	TASK	RESPONSIBLE PARTY
API Setup/Configuration	Setup a public-facing web server (typically in a DMZ) that can communicate with the Laserfiche server <i>note: Does not need to be a dedicated server. Can be installed on an existing web server</i>	Customer / Customer's Laserfiche Solution Provider
	Provide Laserfiche Administrator credentials to ICC-CDS that can be used to setup/configure the API	Customer / Customer's Laserfiche Solution Provider
	Install LF/M5 API on public-facing web server	ICC-CDS: Laserfiche team
Municipality Configuration	Configure Municipality 5 to connect to LF/M5 API	ICC-CDS: Municipality team
Display Laserfiche documents in Municipality	Provide name of Laserfiche Templates/Fields that will be queried by <i>Municipality</i> <i>note: data in Laserfiche Templates/Fields must exactly match the contents of associated fields in Municipality. For example, if querying an Address field, the address in Laserfiche must be an exact match to an address in Municipality</i>	Customer / Customer's Laserfiche Solution Provider
	Configure Municipality 5 to search for Laserfiche data	ICC-CDS: Municipality team
Print Municipality documents into Laserfiche	Identify a destination folder for all documents printed from Municipality <i>note: Municipality can push printed documents into a single folder in Laserfiche. If customers want documents moved to different/dynamic folders in Laserfiche (for example, in a folder for the property address) that must be accomplished using Laserfiche Workflow, if owned</i>	Customer / Customer's Laserfiche Solution Provider
	Configure Municipality printouts for insertion into Laserfiche	ICC-CDS: Municipality team
	Optional: Route documents to different/dynamic folders inside of Laserfiche (for example, in a folder for the property address)	Customer / Customer's Laserfiche Solution Provider

Additional Assumptions/Requirements:

- Customer must have a web server in a DMZ environment where the Municipality Proxy API and SQL Express instance can be installed
- ICC CDS will not have access to Customer's Laserfiche repository
- Customer and/or Customer's Laserfiche Solution Provider will provide ICC CDS with Laserfiche server/repository information and credentials, and the name and location of the destination folder with the Laserfiche repository where Municipality Media will be stored
- ICC CDS will provide Customer and/or Customer's Laserfiche Solution Provider with necessary Laserfiche Template definitions
- ICC CDS will provide Customer and/or Customer's Laserfiche Solution Provider with custom Laserfiche Workflows which will import Municipality documents into Laserfiche
- All Municipality 5 users who wish to view Laserfiche documents in Municipality integration must have a Full User license for Laserfiche
- Customer to identify all Municipality Entities (Permits, Inspections, etc.) for which they would like to have Municipality Media sent to Laserfiche. All Media for a given Entity will be imported into Laserfiche.

ABOUT ICC COMMUNITY DEVELOPMENT

Serving the needs of local government for over 55 years, General Code, LLC has provided a variety of products and services to more than 3,000 clients throughout the United States, including the Muncity™ Integrated Parcel Management Suite. Our staff has developed, implemented, and maintained many projects for various local governments, ranging from small towns and villages to major cities and counties.

On November 16, 2017, it was announced that General Code, LLC became a wholly owned subsidiary of the International Code Council (ICC). The decision to bring these complementary organizations together was based on the desire to deliver a broader set of digital solutions for ICC members.

“This acquisition of General Code will provide a perfect complement to our product and service portfolio,” said Code Council Chief Executive Officer Dominic Sims, CBO. “We are strategically aligned with similar missions and goals, focused on safety and serving our members and customers.”

TEAM STRUCTURE

ICC Community Development will provide a Project Manager as a single point of contact for the Muncity project. This will ensure consistency across the projects, and direct access for question resolution, project status updates, change order requests and issue escalation. In addition, ICC Community Development will assign various specialists across the duration of the project based on expertise needed and schedule.

During Consultation and Project Planning, the ICC Community Development team will discuss process needs, system requirements, make technical recommendations and answer questions. Finally, the Project Manager will work with the Municipality Project Manager and Team to set schedules, identify users and security and set a tentative timeline for the Implementation.

Training of IT staff and End-Users will be performed by ICC Community Development’s Installer/Trainer(s). These individuals will work with groups of end-users to train them on various aspects of the Muncity system.

**KENAI CITY COUNCIL – REGULAR MEETING
MARCH 04, 2026 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
MAYOR HENRY H. KNACKSTEDT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai City Council was held on March 4, 2026, in City Hall Council Chambers, Kenai, AK. Mayor Knackstedt called the meeting to order at approximately 6:00 p.m.

1. Pledge of Allegiance

Mayor Knackstedt led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

- | | |
|-------------------------|----------------------------|
| Henry Knackstedt, Mayor | Victoria Askin, Vice Mayor |
| Sovala Kisena | Bridget Grieme |
| Deborah Sounart | Glenese Pettey |
| Phil Daniel | |

A quorum was present.

Also in attendance were:

- **Josh Bolling, Student Representative
- Terry Eubank, City Manager
- Scott Bloom, City Attorney
- David Swarner, Finance Director
- Ryan Grimm, Police Sergeant
- Katja Wolf, Library Director
- Lee Frey, Public Works Director
- Mary Bondurant, Interim Airport Manager
- Shellie Saner, City Clerk

3. Agenda and Consent Agenda Approval

MOTION:

Vice Mayor Askin **MOVED** to approve the agenda and consent agenda. Council Member Sounart **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

1. Street Condition Assessment, Tyler Rossow, PE and Daniel Dahms, PE with TR Consulting Services.

Tyler Rossow, PE and Daniel Dahms, PE, with TR Consulting Services, provided an overview of the Street Condition Assessment; the methodology used to establish a pavement database; miles of roadway; inspected PCI score calculations; and development of five-year maintenance scenarios.

There was discussion regarding average PCI scores; budget scenarios to eliminate backlog and perform safety improvements; and the recommendation to continue inspections every three to five years.

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

Kate Bay addressed the Council recommending policy to limit the use of City property for federal immigration enforcement.

E. PUBLIC HEARINGS

1. **Ordinance No. 3505-2026** - Increasing Estimated Revenues and Appropriations in the General Fund – Buildings Department Computer Software, for the Purchase of Permitting Software. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3505-2026. Council Member Daniel **SECONDED** the motion.

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

Clarification was provided regarding the intended use of the software; the benefits included increased public accessibility; streamlined internal communications between departments; and implementation could take six months.

VOTE:

YEA: Sounart, Knackstedt, Daniel, Grieme, Askin, Pettey, Kisenia

NAY: None

**Student Representative Bolling: YEA

MOTION PASSED.

2. **Ordinance No. 3506-2026** - Accepting and Appropriating a Grant from the American Library Association for the Kenai Community Library's Participation in the Digital Pathways: Online Health Literacy Programming for Adults Initiative. (Administration) *[KMC 1.15.070(d)]*

1. Motion for Introduction
2. Motion for Second Reading (Requires a Unanimous Vote)
3. Motion for Enactment (Requires Five Affirmative Votes)

MOTION:

Vice Mayor Askin **MOVED** to introduce Ordinance No. 3506-2026. Council Member Grieme **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to introduce.

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

MOTION:

Vice Mayor Askin **MOVED** to conduct the second reading on Ordinance No. 3506-2026. Council Member Kisenia **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to conduct the second reading.

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

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3506-2026. Council Member Sounart **SECONDED** the motion.

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

Clarification was provided regarding the intended use of the funds and that no personal health information would be collected.

Appreciation was stated for Library staff securing grant funding.

VOTE:

YEA: Knackstedt, Daniel, Grieme, Askin, Pettey, Kisenia, Sounart

NAY: None

**Student Representative Bolling: YEA

MOTION PASSED.

3. **Ordinance No. 3507-2026** - Increasing Estimated Revenues and Appropriations for Consulting Services to Evaluate Natural Gas Storage Opportunities on Kenai Municipal Airport Lands. (Administration) *[KMC 1.15.070(d)]*
 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Enactment (Requires Five Affirmative Votes)

MOTION:

Vice Mayor Askin **MOVED** to introduce Ordinance No. 3507-2026. Council Member Sounart **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to introduce.

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

MOTION:

Vice Mayor Askin **MOVED** to conduct the second reading on Ordinance No. 3507-2026. Council Member Sounart **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to conduct the second reading.

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

MOTION:

Vice Mayor Askin **MOVED** to enact Ordinance No. 3507-2026. Council Member Sounart **SECONDED** the motion.

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

Clarification was provided that two applications were received; funds would be utilized to retain a consultant with expertise in petroleum and who could assist with negotiations; and consultant costs could exceed the initial funded amount.

VOTE:

YEA: Daniel, Grieme, Askin, Pettey, Kisen, Sounart, Knackstedt

NAY: None

**Student Representative Bolling: YEA

MOTION PASSED.

- 4. Resolution No. 2026-14** - Amending the City's Schedule of Rates, Charges and Fees to Allow for Reduced or Eliminated Plan Review Fees for Successive Identical Structures. (Administration)

MOTION:

Vice Mayor Askin **MOVED** to adopt Resolution No. 2026-14. Council Member Sounart **SECONDED** the motion.

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

There was discussion in support of the amendment, noting it could encourage development within the City, which would assist with the local housing needs.

UNANIMOUS CONSENT was requested.

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

MOTION PASSED.**F. MINUTES**

1. *Regular Meeting of February 18, 2026. (City Clerk)

Approved by the consent agenda.

G. UNFINISHED BUSINESS - None.**H. NEW BUSINESS**

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

Approved by the consent agenda.

2. ***Action/Approval** - Special Use Permit to Rainbow River Lodge Aviation, LLC for Aviation Related Activities at Kenai Municipal Airport. (Administration) Approved by the consent agenda.

Approved by the consent agenda.

3. ***Action/Approval** - Approving the Grant of a Temporary Easement to the State of Alaska for the Bridge Access Road Pavement Preservation Project. (Administration)

Approved by the consent agenda.

4. ***Action/Approval** - Confirmation of Mayor Nomination for a Partial Term Appointment of Caroline Karpik as Student Representative to the Council on Aging Commission. (Knackstedt)

Approved by the consent agenda.

5. ***Action/Approval** - Non-Objection to the Transfer of Ownership of a Retail Marijuana Store from Transferor Cook Inlet Cannabis Co, LLC, to Transferee Straight Street Investments, LLC DBA East RIP - License No. 13382.

Approved by the consent agenda.

6. ***Ordinance No. 3508-2026** - Accepting and Appropriating Donations to the Kenai Community Library for Library Materials, Equipment, and Programming. (Administration)

Approved by the consent agenda.

7. **Action/Approval** - Workplan 2026 Airport Commission. (Airport Commission)

MOTION:

Vice Mayor Askin **MOVED** to approve the 2026 Airport Commission Workplan. Council Member Sounart **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested.

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

8. **Discussion/Action** - Alaska Children's Institute for the Performing Arts dba Triumvirate Theater Parking and Landscaping Matching Grant Request. (Administration)

Joe Rizzo, Executive Director for Triumvirate Theater, addressed the Council noting the if approved the funding would be used as a match needed to secure a Block Foundation grant; he highlighted the development status of the performing arts facility; and the importance of long-term stability.

Students participating in the program addressed the Council regarding the importance of the theater in our community.

MOTION:

Vice Mayor Askin **MOVED** to direct the Administration to prepare an Ordinance to provide supplemental funding for a matching grant in the amount of \$10,380 to the Alaska Children's Institute for the Performing Arts DAB Triumvirate Theater for parking lot paving and landscaping at its newly constructed theater. Council Member Sounart **SECONDED** the motion.

Mayor Knackstedt opened the floor for public comment.

Mr. Rizzo provided clarification regarding the cost estimate; project timing; other funding sources explored; and a parking lot expansion to improve vehicle access.

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

UNANIMOUS CONSENT was requested.

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

9. **Discussion/Action** - Inviting Council Participation in External Auditor Evaluation Committee. (Administration)

Clarification was provided regarding the process; the Auditors worked for the City Council; and the benefits of having Council members involved in the process.

MOTION:

Vice Mayor Askin **MOVED** to appoint Council Member Daniel and Mayor Knackstedt to the City's Request for Proposal (RFP) for External Financial Audit Services evaluation committee to select the City's external, independent auditor for fiscal years 2026 – 2028 with the option to extend my mutual consent for fiscal years 2029 and 2030. Council Member Pettey **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

10. Discussion/Action - Rescheduling the April 15, 2026 City Council Meeting. (Knackstedt)

Clarification was provided that moving the April 15, 2026 meeting to April 16, 2026 would allow the Council to certify the Special Election results the day following canvass; and the proposed change would not conflict with the Planning and Zoning Commission meeting schedule.

MOTION:

Vice Mayor Askin **MOVED** to reschedule the April 15, 2026 Regular City Council Meeting to April 22, 2026. Council Member Grieme **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested.

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

11. Discussion - Scheduling Council Employee Evaluations. (Knackstedt)

Special Meetings were scheduled for March 25, 2026 at 5 p.m. and April 8, 2026 at 5 p.m.

I. COMMISSION / COMMITTEE REPORTS

1. Council on Aging Commission

No report, next work session March 12, 2026.

2. Airport Commission

No report, next meeting March 12, 2026.

3. Parks and Recreation Commission

Last meeting cancelled, next meeting is April 2, 2026.

4. Planning and Zoning Commission

Council Member Daniel reported on the February 25, 2026 meeting; next meeting March 11, 2026.

5. Beautification Commission

No report, next meeting April 14, 2026.

J. REPORT OF THE MAYOR

Mayor Knackstedt reported on the following:

- Thanked Vice Mayor Askin for presiding over Council meetings while he was on vacation.
- Attended a Chamber luncheon where Borough Mayor Micciche gave an update.
- Discussed the City's participation in the Chamber's Job Shadow Day.

K. ADMINISTRATION REPORTS

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

- Airport recruitment update; second interviews were underway with three candidates.
- Dispatcher Stephanie Seierup resigned after five years of service, recruitment was underway to fill the vacancy.
- Anticipated request from the Fire Department to fill one vacant firefighter position; strong applicant pool reported.
- Attended the Kenai Chamber Small Business Symposium and thanked the Chamber for hosting the event.

- Shared the 2026 Kenai Peninsula Economic District Housing Assessment highlighting housing conditions across peninsula communities.
 - Sealed land auction underway for four Beaver Loop parcels intended for gravel extractions; bid close Friday at 2:00 p.m.
 - Received a letter of interest from the Kenai Peninsula Borough regarding the Challenger Learning Center; the City is evaluating potential municipal uses for the facility.
 - Brief low water pressure incident occurred due to equipment failure diverting approximately 1,000 gallons per minute to the reservoir; staff restored pressure quickly.
 - Employee Appreciation Event scheduled with more than 150 RSVPs.
 - Attended Police Department all-department training and met with police and dispatch staff; noted positive morale within public safety departments.
 - Wildwood Drive repaving project update; DOT requested minor plan revisions and a right-of-way authorization agreement; staff reviewing the agreement with plans to bring it to Council.
2. City Attorney - No report.
 3. City Clerk - City Clerk Saner reported on the following:
 - Preparations for the upcoming Special Election flyer distributions.
 - Recruitment of election board members; finalized April 9, 2026.
 - Logic and Accuracy testing of ballots and equipment scheduled for March 10, 2026.
 - Financial disclosures due April 15th.

L. ADDITIONAL PUBLIC COMMENTS

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

Wade Davis addressed the Council and thanked the Mayor, Council, and City staff for the opportunity to participate in the Airport Manager interview process; noted the positive impressions and welcoming nature of Kenai residents.

Tim Navarre addressed the Council with concerns about a recent police interaction involving a homeless individual he had been assisting; City Attorney Bloom stated he would look into the matter and ensure someone follow up with Mr. Navarre.

2. Council Comments

Student Representative Bolling provided an update on winter activities at Kenai Central High School, noting the Nordic Ski Team placed first in state; the theater department had successful showings of *The Addams Family*; thanked the Kenai Chamber of Commerce for their involvement in the job shadow event; congratulated Caroline Karpik on her appointment to the Council on Aging Commission.

Council Member Kisenka congratulated Caroline Karpik on her Council on Aging appointment; and reported attending the Alaska Public Risk Alliance Public Entity Risk Management Seminar.

Council Member Pettey noted the investment in Triumvirate Theater would benefit the community and local youth; and thanked the Council for their work.

Council Member Daniel thanked the Finance Department and City Manager for the annual Financial Report, noting it makes it easier to understand the finances of the City; and thanked Public Works for their fast response time to fix the water pressure.

Council Member Sounart was excited for the Employee Appreciation dinner and wished everyone a happy Spring Break.

Vice Mayor Askin congratulated the ski team and thanked the staff for their hard work.

Council Member Grieme reported participated in Love of Reading Day at Mountainview Elementary; noted she was excited for the Employee Appreciation event; congratulated Kenai Middle School wrestlers; and was excited for KCHS South Central Basketball Conference.

M. EXECUTIVE SESSION - None.

N. PENDING ITEMS - None.

O. ADJOURNMENT

P. INFORMATIONAL ITEMS - None.

There being no further business before the Council, the meeting was adjourned at 8:41 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of March 4, 2026.

Michelle M. Saner, MMC
City Clerk

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

**PAYMENTS OVER \$35,000.00 WHICH NEED COUNCIL RATIFICATION
COUNCIL MEETING OF: MARCH 18, 2026**

VENDOR	DESCRIPTION	DEPARTMENT	ACCOUNT	AMOUNT
PERS	PERS	VARIOUS	LIABILITY	120,541.81
ENSTAR NATURAL GAS	GAS USAGE	VARIOUS	UTILITIES	66,686.80
HOMER ELECTRIC	ELECTRIC USAGE	VARIOUS	UTILITIES	133,627.34

**PURCHASE ORDERS OVER \$35,000.00 WHICH NEED COUNCIL APPROVAL
 COUNCIL MEETING OF: MARCH 18, 2026**

VENDOR	DESCRIPTION	DEPT.	ACCOUNT	AMOUNT
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INCREASE OF EXISTING PURCHASE ORDER

VENDOR	DESCRIPTION	P.O. # - DEPT.	REASON	AMOUNT	TOTAL PO AMT
BRENNTAG PACIFIC	FY26 CHEMICALS	131513 - WATER/WWTP	ADDITIONAL CHEMICALS	30,000.00	117,400.35



MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Terry Eubank, City Manager

THROUGH: Lee Frey, Public Works Director

FROM: Eric Jean, Assistant Public Works Director

DATE: March 6, 2026

SUBJECT: **Water and Wastewater Chemicals – PO Increase**

The Public Works Department recommends an increase of \$30,000 to the PO for the purchase of additional Sodium Hypochlorite per the Water and Wastewater chemical resolution No. 2025-28. Council authorized resolution 2025-28 with an amount of \$87,400.35. Additional chemicals are required to maintain the disinfection value for the City of Kenai’s water system which is required by federal law. Because Chemical purchase is covered under this resolution, an increase to the PO amount is needed. The new total for this PO is \$117,400.35 and sufficient funds are available.

Thank you for your consideration and I am available for any questions.



KENAI

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

MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council

FROM: Shellie Saner, City Clerk

DATE: March 10, 2026

SUBJECT: **Action/Approval** - Confirming the Appointment of the Election Precinct Boards for the April 14, 2026 Special City Election.

Pursuant to Kenai Municipal Code 6.20.020(a), the Clerk, subject to approval by the Council shall appoint an election board of at least four judges in a precinct. The following persons have consented to serve as election officials, Council approval is respectfully requested.

07-015 - Kenai No. 1	07-020 - Kenai No. 2	07-025 - Kenai No. 3
Joan Seaman	Jennifer Ticknor	Sharon Efta
Kit Hill	Barbara Waters	Mike Efta
Gwen Woodard	Randalee Keaton	Jennie Hammond
Kathy Watson	Karen Monell	Brianna Hammond
		Raleigh VanNatta

Thank you for your consideration.



KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Mary Bondurant, Interim Airport Manager

DATE: March 10, 2026

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

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

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

The Fishing Grounds is current in all fees owed to the City. The City has a current Certificate of Insurance on file.

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

Attachments

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

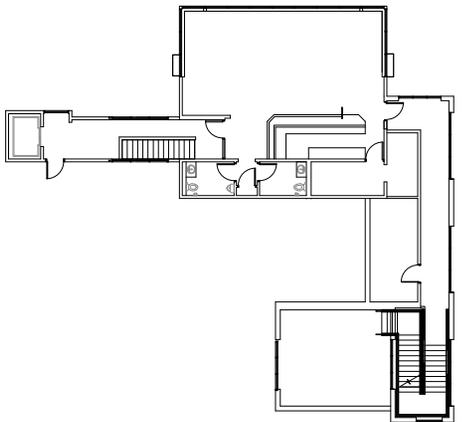
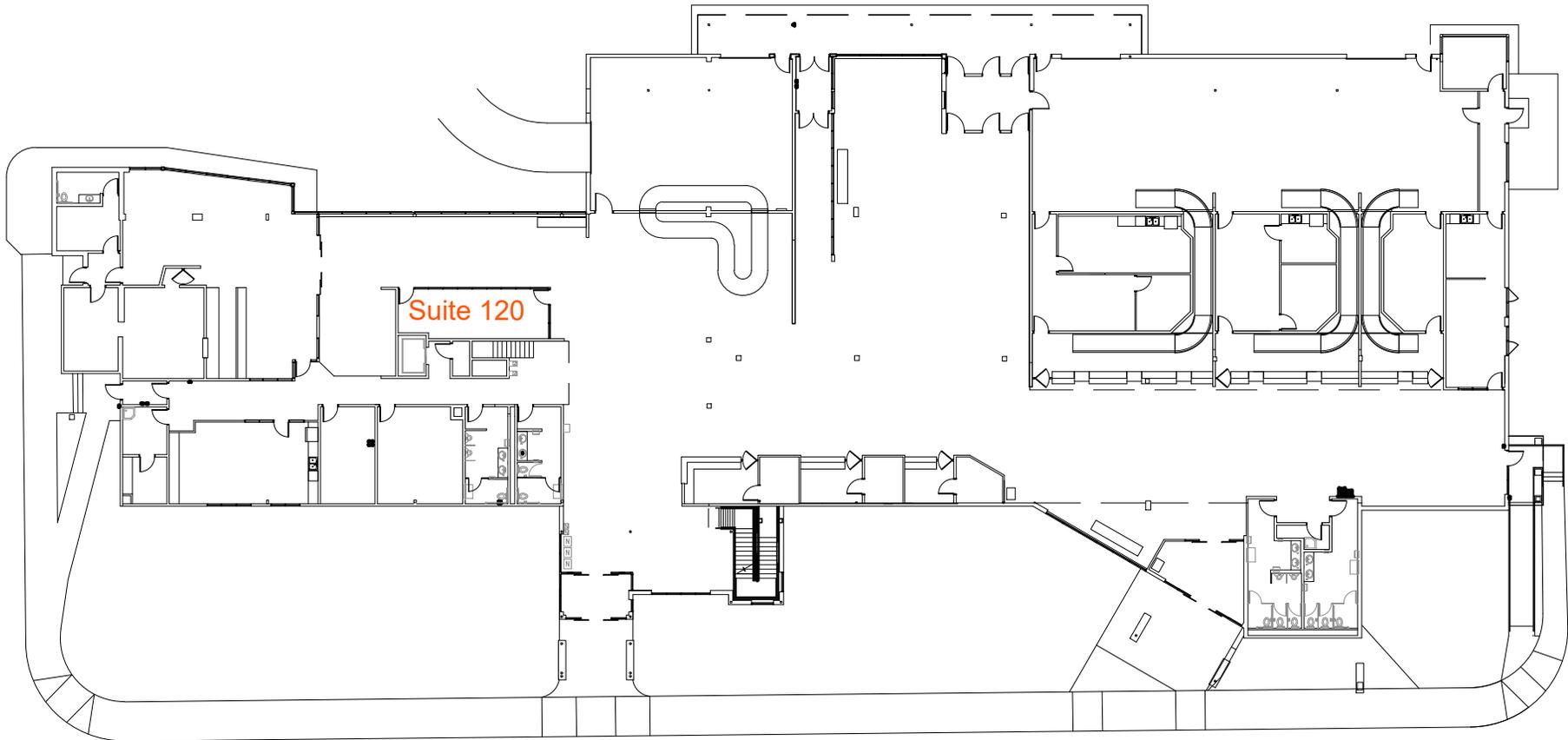


Exhibit A

THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

JOB NO:	REVISED: Plotted: 11/06/19
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KENAI MUNICIPAL AIRPORT
KENAI, ALASKA



**City of Kenai
Special Use Permit
Application**

Application Date: **3/5/2026**

Applicant Information

Name of Applicant:	Rebecca Boettcher/The Fishing Grounds LLC						
Mailing Address:	48585 Wendy Ln	City:	Kenai	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone: () [REDACTED]		Work/ Message Phone: ()				
E-mail: (Optional)	[REDACTED]						
Name to Appear on Permit:	The Fishing Grounds LLC						
Mailing Address:	305 N Willow St., Suite 120	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		[REDACTED]		
E-mail: (Optional)	[REDACTED]						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property: **Suite 120 in the Kenai airport**

Description of the proposed business or activity intended: **Snack/gift shop**

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? **One year**

Requested Starting Date: **May 1, 2026**

Signature:  Date: **3/5/2026**

Print Name: **Rebecca Boettcher** Title: **Owner**

For City Use Only:	Date Application Fee Received:	_____
<input type="checkbox"/> General Fund	City Council Action/Resolution:	_____
<input type="checkbox"/> Airport Fund	Account Number:	_____
<input type="checkbox"/> Airport Reserve Land		
<input type="checkbox"/> Outside Airport Reserve		

SPECIAL USE PERMIT 2026

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

- 1. Premises.** Permittee shall have the exclusive right to use suite 120, the area described in the attached diagram (Exhibit A) for the uses identified in this Permit.
- 2. Term.** The term of this Permit shall be for twelve months commencing on May 1, 2026 and ending on April 30, 2027. Regardless of the date of signature, this Permit shall be effective as of May 1, 2026.
- 3. Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit: In-terminal Concession Certified Activity Report attached. (Exhibit B)

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

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

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

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

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

Snack/gift shop

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

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

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

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

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

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

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

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

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

Permit.

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

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

- i. All policies will be by a company/corporation currently rated “A-” or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by May 1, 2026. The effective date of the insurance shall be no later than May 1, 2026.

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

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

10. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF KENAI

By: _____
Terry Eubank Date

REBECCA BOETTCHER, THE FISHING GROUNDS, LLC

By: _____
Rebecca Boettcher Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2026, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2026, the foregoing instrument was acknowledged before me by Rebecca Boettcher, Owner, The Fishing Special Use Permit - (Office Space Suite 120)

Grounds, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:



Scott Bloom
City Attorney



KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Mary Bondurant, Interim Airport Manager

DATE: March 10, 2026

SUBJECT: **Action/Approval** - Second Extension to the Agreement with Guardian Security Systems, Inc. for Security Guard Services at the Kenai Municipal Airport.

On February 29, 2024, the City of Kenai entered into an Agreement for Airport Security Guard Services with Guardian Security Systems, Inc. for a period of one year with the option to extend for an additional four, one-year terms if the City and Contractor mutually agree in writing.

The Contractor has a current certificate of insurance on file, and requests to renew under the same terms and conditions.

Does Council recommend the City Manager approve the 2nd extension for security guard services to Guardian Security?

Thank you for your consideration.

Attachment – 2nd Extension

**SECOND EXTENSION TO KENAI MUNICIPAL AIRPORT AGREEMENT
FOR AIRPORT SECURITY GUARD SERVICES**

This Second Extension for Security Guard Services is made the 4th day of March, 2026, by and between the City of Kenai (Owner), a municipal corporation whose address is 210 Fidalgo Avenue, Kenai, Alaska 99611, and Guardian Security Systems, Inc. (Contractor), an Alaska corporation whose address is 2600 Seward Highway, Anchorage, Alaska, 99503.

WHEREAS, February 29, 2024, the City entered into an Agreement for Airport Security Guard Services with Guardian Security Systems, Inc., of Anchorage for Airport Security Guard Services for the facilities at the Kenai Municipal Airport terminal building, vehicle parking lots, aircraft tie down areas, float plane basin, ski strip areas, the airport perimeter fence, the Airport Operations Facility, and the Air Traffic Control Tower.

WHEREAS, The City and Guardian Security Systems, Inc. wish to extend the Agreement one year under the same terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Pursuant to Section II, of the Agreement, the Agreement term is extended for one year, beginning on February 28, 2026 and ending on February 28, 2027.
2. The parties agree that this Second Extension to the Agreement and all obligations under this extension shall be effective as of February 28, 2026, regardless of the date of signatures indicated below.
3. Except as expressly modified or stated herein, all other terms and conditions of the Agreement remain in full force and effect.

CITY OF KENAI

**GUARDIAN SECURITY
SYSTEMS, INC.**

By: _____
Terry Eubank
Its: City Manager

By: _____
Kemp Knapman
Its: Vice President

ATTEST:

Name

Title

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Terry Eubank, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My Commission expires: _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY the foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Kemp Knapman, Vice President of Guardian Security Systems, Inc., an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission expires: _____

Approved as to form:



Scott M. Bloom
City Attorney



MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Shellie Saner, City Clerk
FROM: Logan Parks, Deputy City Clerk
DATE: March 12, 2026
SUBJECT: Council on Aging Appointment

Vacancies currently exist on the Council on Aging; two applications have been received and are attached for consideration.

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

- Patricia (Patty) Segura – Council on Aging term ending December 31, 2028
- Ginger Kaona – Council on Aging term ending December 31, 2028

Your consideration is appreciated.



Commission Application

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

First Name: *
Patricia (Patty)

Last Name: *
Segura

Name of Spouse:
Rick

Primary Phone: *
[Redacted]

Home Phone:

E-mail *
[Redacted]

Residence Address: *
Street Number & Street Name:
[Redacted]

Mailing Address *
Street Address
[Redacted]

Address Line 2

City

Kenai

Postal/Zip Code

99611

State/Province/Region

Alaska

Country

United States

Are you a Resident of the City of Kenai? *
 Yes No

If resident, how long?
23 years

Name of Employer:

Commission Membership Requirements:

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

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

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

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

Commission in which you are interested: *
Council on Aging Commission

Why do you want to be involved with this Commission?

I have previously worked for the Kenai Senior Center, and being a senior myself, I believe it is important to stay involved.

List Current Organization Memberships:

Not currently

List Past Organization Memberships:

Church organizations, Young Life, Youth Organizations, Habitat for Humanity

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

I have worked with seniors for many years and believe they are vital to our community.



COMMITTEE/COMMISSION APPLICATION

City of Kenai
 210 Fidalgo Avenue
 Kenai, AK 99611
 Phone: 283-8231
 Fax: 283-5068
 Email: cityclerk@kenai.city

Personal Information	
Name: <i>Ginger Kaona</i>	Date: <i>03/04/2026</i>
Resident of the City of Kenai? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? <i>70 yrs</i>
Name of Spouse: <i>-</i>	
Employer: <i>retired</i>	Job Title:
Contact Information	
Residence Address: [REDACTED]	
Mailing Address: <i>same as above</i>	Email Address: [REDACTED]
Home Phone No.: [REDACTED]	Home Fax No.: [REDACTED]
Business Phone No.: <i>-</i>	Business Fax No.: <i>-</i>
May we include your contact information on our webpage? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, but not all	
Please specify what we can include on our webpage: <i>name and address</i>	
Affiliations	
Current membership in organizations: <i>Senior Connection</i>	
Past organizational memberships:	
City committee or commission in which you are interested: <i>Council on Aging</i>	
Why do you want to be involved with this Committee or Commission? <i>To learn and help out where needed.</i>	
What background, experience, or credentials do you possess to bring to the commission or committee membership? <i>Lifelong Alaskan, bank lending, and legal secretary in my youth.</i>	

FOR CITY USE ONLY ROUTING: <input type="checkbox"/> Clerk's Office DISTRIBUTION: <input type="checkbox"/> City Council <input type="checkbox"/> File
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Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3509-2026**

AN ORDINANCE INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE GENERAL FUND – LEGISLATIVE DEPARTMENT, TO PROVIDE MATCHING FUNDS FOR A GRANT IN THE AMOUNT OF \$10,380 TO THE ALASKA CHILDREN’S INSTITUTE FOR THE PERFORMING ARTS DBA TRIUMVIRATE THEATRE FOR PARKING LOT PAVING AND LANDSCAPING IMPROVEMENTS.

WHEREAS, the Alaska Children’s Institute for the Performing Arts dba Triumvirate Theatre constructed a performing arts facility in Kenai that serves youth and the broader community through theater productions, educational programs, and events; and,

WHEREAS, the City previously supported the project through the donation of property and sand for construction of the theater facility; and,

WHEREAS, Triumvirate Theatre has received a grant offer in the amount of \$40,000 from the Richard L and Diane M Block Foundation to support parking lot paving and landscaping improvements; and,

WHEREAS, the grant offer requires matching support to cover landscaping costs associated with the project; and,

WHEREAS, the estimated total cost of the paving and landscaping improvements is \$50,380, with \$40,000 provided by the Richard L and Diane M Block Foundation and \$10,380 requested from the City of Kenai as matching funds; and,

WHEREAS, the improvements are required to meet site development requirements scheduled to be completed during the 2026 construction season; and,

WHEREAS, a supplemental appropriation is necessary in order to meet the project timeline rather than waiting for inclusion in the Fiscal Year 2027 budget process; and,

WHEREAS, the City Council directed the Administration at its February 25, 2026 meeting to prepare an ordinance providing matching funds for this project; and,

WHEREAS, it is in the best interest of the City to appropriate an additional \$10,380 to the Alaska Children’s Institute for the Performing Arts dba Triumvirate Theater for parking lot paving and landscaping improvements.

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 expend funds in the amount of \$10,380 as match to a \$40,000 grant from the Richard L and Diane M Block Foundation to the Alaska Children’s Institute for the Performing Arts dba Triumvirate Theater for parking lot paving and landscaping improvements.

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

General Fund:

Increase expenditures –

Appropriation of Fund Balance

\$10,380

Increase expenditures:
Legislative – Grants to Agencies \$10,380

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 1ST DAY OF APRIL, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Approved by Finance: _____

Introduced: March 18, 2026
Enacted: April 1, 2026
Effective: April 1, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

FROM: Terry Eubank, City Manager

DATE: March 9, 2026

SUBJECT: **Ordinance No. 3509-2026** - Increasing Estimated Revenues and Appropriations in the General Fund – Legislative Department, to Provide Matching Funds for a Grant in the Amount of \$10,380 to the Alaska Children's Institute for the Performing Arts DBA Triumvirate Theatre for Parking Lot Paving and Landscaping Improvements.

At its February 25, 2026 meeting, the Kenai City Council directed the Administration to prepare an ordinance providing supplemental funding in the amount of \$10,380 to the Alaska Children's Institute for the Performing Arts dba Triumvirate Theatre. The funding would serve as a local match to secure a \$40,000 grant from the Richard L and Diane M Block Foundation for parking lot paving and landscaping improvements at the recently constructed Triumvirate Theatre facility.

The total estimated cost of the project is \$50,380. The Block Foundation grant will cover the paving portion of the project, while the City's contribution would fund required landscaping improvements consistent with the approved site plans. The theater must complete these improvements within one year of its April 2026 opening. Because the work is scheduled for this spring construction season, a supplemental appropriation is necessary rather than waiting for consideration through the FY2027 budget process.

Triumvirate Theatre has quickly become an important community asset, providing performing arts opportunities for youth and hosting productions and events that serve residents throughout the Kenai area. The City previously supported the project through the donation of property for the facility, which leveraged significant private and philanthropic investment to construct the theater. Approval of this ordinance would allow the organization to secure the foundation grant and complete the remaining site improvements required for the project.

Thank you for your consideration.



Sponsored by: Administration

**CITY OF KENAI
ORDINANCE NO. 3510-2026**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY REZONING THE PROPERTY AT 10060 KENAI SPUR HIGHWAY FROM CONSERVATION TO SUBURBAN RESIDENTIAL ZONING DISTRICT.

WHEREAS, the property located at 10060 Kenai Spur Highway and known as Kenai Peninsula Borough Parcel number 04501057 is currently zoned as Conservation (C); and,

WHEREAS, Kenai Municipal Code 14.20.070 provides the intention of the Conservation Zone is to preserve open areas and as watersheds and wildlife reserves reserve lands for aircraft approach zones and other airport related uses; and,

WHEREAS, the City applied to the Federal Aviation Administration (FAA) Alaska Region for a deed of release to remove FAA restrictions on the 81-acre parcel located east of the airport; and,

WHEREAS, the Deed of Release was approved by the FAA removing the aforementioned restrictions and was recorded on September 15, 2025; and,

WHEREAS, the City recognizes that upland portions of the larger parcel may be desirable for new residential development near existing subdivisions; and,

WHEREAS, the City of Kenai is initiating an amendment to the Kenai Official Zoning Map through the Kenai Planning & Zoning Commission in accordance with KMC Section 14.20.270(b)(1)(B) - *Amendment procedures*; and,

WHEREAS, the area proposed to be rezoned is much larger than the minimum of one acre required for a rezone; and,

WHEREAS, the proposed amendment to the zoning ordinance is not substantially the same as any other unapproved proposed amendment submitted within the previous nine (9) months; and,

WHEREAS, the rezone is consistent with the Imagine Kenai 2030 Comprehensive Plan and largely aligns with the Land Use Plan and addresses Goal 3 – *Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development*; and,

WHEREAS, at their regularly scheduled meeting held on February 25, 2026, the City of Kenai Planning and Zoning Commission recommended approval of the rezone, but recommended the property to be rezoned to Rural Residential 1 (RR1) instead of Suburban Residential as proposed by Administration.

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

Section 1. Amendment of City of Kenai Official Zoning Map: That City of Kenai, Official Zoning Map is hereby amended as follows: Rezone parcel 04501057 (10060 Kenai Spur Highway) from Conservation (C) to Suburban Residential zoning district.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 1ST DAY OF APRIL, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	March 18, 2026
Enacted:	April 1, 2026
Effective:	May 1, 2026



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Kevin Buettner, Planning Director

DATE: March 9, 2026

SUBJECT: **Ordinance No. 3510-2026** – Amending the Official Zoning Map by Rezoning the Property at 10060 Kenai Spur Highway from Conservation to Suburban Residential Zoning District.

The Administration requested a rezone of an 81-acre parcel located at 10060 Kenai Spur Highway from Conservation to the Suburban Residential (RS) zoning district. The RS zone is intended to provide for medium-density residential development in areas served by common utility systems while maintaining adequate light, air, privacy, and the residential character of neighborhoods. The parcel is adjacent to existing residential neighborhoods within walking, biking, or short driving distance to commercial services, including Walmart, Home Depot, and Safeway.

In August 2025, the City applied to the Federal Aviation Administration (FAA) Alaska Region for a deed of release to remove FAA restrictions on the parcel, located east of the airport. The FAA approved the Deed of Release on September 15, 2025, and it was subsequently recorded with the State of Alaska. The release removed several restrictions and allows the land to be leased for other than aeronautical uses and also may be sold for fair market value if authorized by the City.

Most of the parcel consists of lowland drainage areas and associated wetlands that are not suitable for development. However, approximately 10-15 acres of uplands along the eastern edge of the parcel, adjacent to existing residential neighborhoods, may be suitable for residential development. These upland areas are near existing City utilities located at the corner of Princess Lane and Magic Avenue. Under the current Conservation zoning, residential development is only allowed through a Conditional Use Permit.

Rezoning the suitable upland areas to Suburban Residential would align with the adjacent residential zoning districts and allow low- to medium density housing in an area where utilities are available. The property is currently designated Parks, Recreation, and Open Space in the Imagine Kenai 2030 Comprehensive Plan. Most of the parcel would remain open space due to the drainage conditions, while the approximately 10-15 acres of upland area could support residential development, mostly on the eastern edge has upland portions that would be suitable following subdivision of the property. A Comprehensive Plan amendment is not required because

residential uses are allowed in the Conservation zone, with a Conditional Use Permit. The City anticipates updating the Comprehensive Plan in the coming years, which may include a new Land Use Plan.

The Comprehensive Plan supports this rezoning in the following identified goals:

Goal 3 – Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development.

LU-3: Review existing zoning and subdivision codes to determine if they address current and future land uses adequately

The City recently conducted a statistically valid community survey that identified housing as a significant concern. Seventy-four percent of respondents indicated Kenai has a housing affordability or affordability and availability problem, and 46.7 percent said housing affordability and availability should be a top priority over the next five years. Portions of this parcel were identified as one of the few remaining City-owned properties adjacent to existing utilities that could support residential development without requiring major new infrastructure.

At its February 25, 2026 meeting, the Planning & Zoning Commission considered the Administration's request to rezone the parcel to Suburban Residential. Several members of the public spoke, raising concerns about potential impacts including development of wetlands, effects on nearby wells and septic systems, traffic and road conditions, and the possible extension of Magic Avenue. Others emphasized the ecological importance of the wetlands and ravine areas that serve as headwaters to a tributary of the Kenai River and salmon habitat. During discussion, staff clarified that only about 10–15 acres of upland near existing utilities would likely be suitable for residential development and that wetlands and lowland areas would remain protected. Development would still require subdivision, platting, and developer-funded infrastructure improvements.

Following discussion, the Commission amended the proposal to recommend rezoning the property to Rural Residential 1 (RR-1) rather than Suburban Residential (RS), and the amended motion passed.

The Administration believes rezoning to RR-1 will likely deter development of this property due to the required minimum lots size of 20,000 square feet compared to 7,200 square feet in the RS zone. Development costs, installation of roads and utilities, are significant and requiring lots of at least 20,000 square feet would make development uneconomical. The RR-1 zone also prohibits structures with more than five dwelling units and requires a conditional use permit for structures with more than three dwelling units. Because the property is within walking, biking, or short driving distance to commercial services, it is an ideal location for higher density development. While the application is not yet complete, the Administration is working with a developer who is interested in constructing a multifamily development in Kenai which may not be permitted in a RR-1 zone.

Additionally, after further consideration, Administration believes that for purposes of future development of the property, this is an appropriate situation for creating a split zone. Only the developable uplands portion of the lot would be rezoned, and the lowland wetlands would remain conservation. This would facilitate a future subdivision for development.



The Administration requests that this ordinance be considered non-routine and removed from the consent agenda and referred back to planning and Zoning. Administration recommends referring the request back to the Planning & Zoning Commission to reconsider the Administration's original request to amend the zoning to RS and to consider a split-zone approach. Under this approach, the upland portion of the parcel suitable for residential development would be rezoned to RS, while the larger portion of the property containing drainages and associated wetlands would remain in the Conservation zoning district. While split zones are generally not considered best practice, in this case a split zone will clearly delineate the portion of the lot suitable for development from what should remain open space and not be developed. A split zone will also negate the need to rezone the remaining parcel back to Conservation once subdivision of the developable portion is complete.

Thank you for your consideration.

Attachments

Location Map

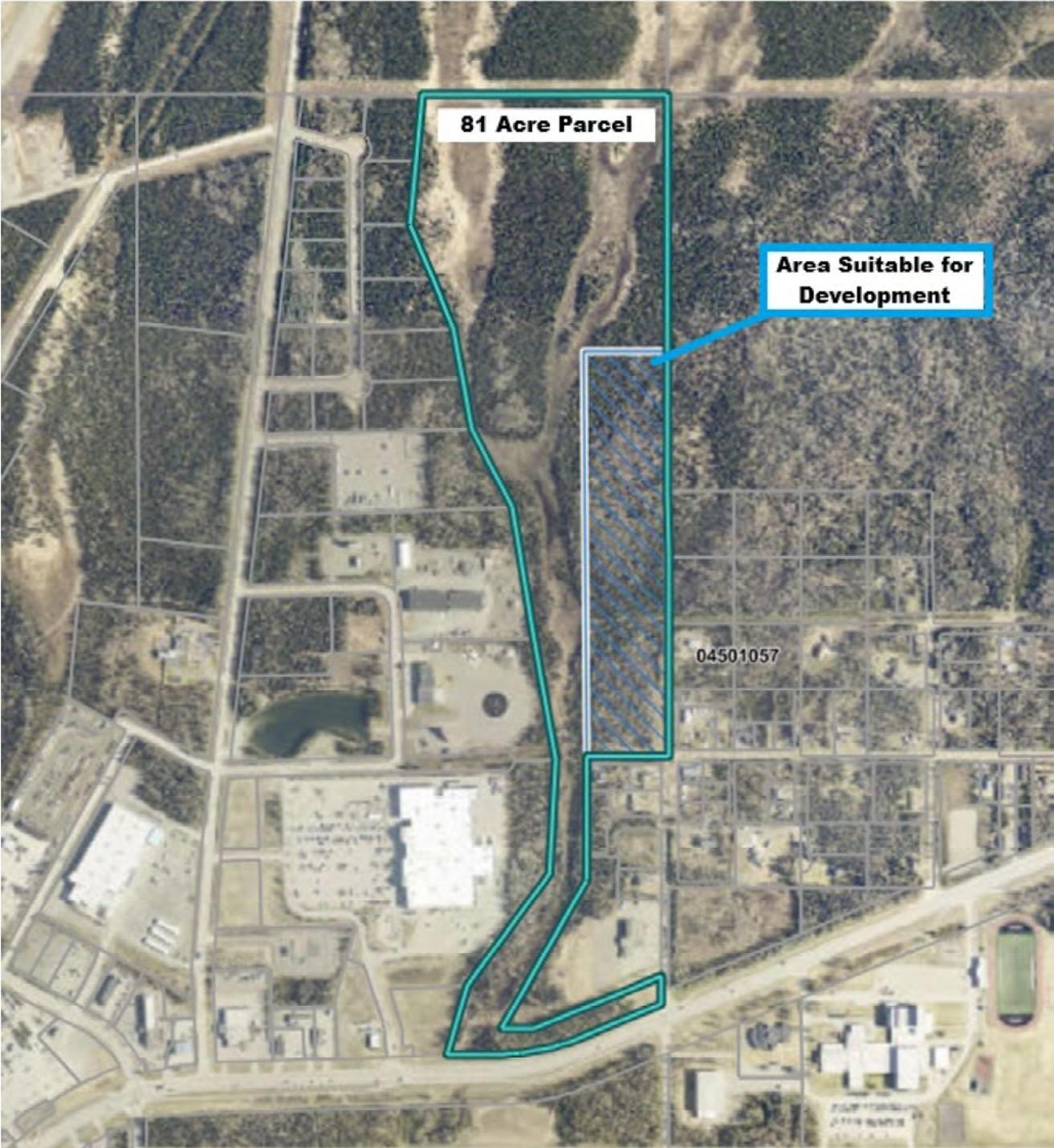
FAA Deed of Release

P&Z Resolution PZ2026-03

Staff Report PZ2026-03



Location Map



**DOCUMENT
ELECTRONICALLY
RECORDED**

A
L
A
S
K
A

2025-006725-0

Recording Dist: 302 - Kenai
9/15/2025 01:34 PM Pages: 1 of 4

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DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, acting by and through the Chief, Airports Division, Alaskan Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat. 700), as amended, to the City of Kenai, a body politic under the laws of the State of Alaska, Witnesseth:

WHEREAS, The United States of America, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (83 Stat. 377) and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, by instrument entitled "Quitclaim Deed" and dated December 1, 1963, did remise, release, and forever quitclaim to the City of Kenai, its successors and assigns, all rights, title and interests of the United States in and to certain real property located near Kenai, Alaska, under and subject to the reservations, exceptions, restrictions, and conditions contained in the Deed; and * Book 27 Pages 303-312 Kenai Recording District.

WHEREAS, the City of Kenai has requested the Administrator of the Federal Aviation Administration to release an area of land hereinafter described from all conditions, reservations, and restrictions contained in said "Quitclaim Deed" to permit sale or long-term lease of the property for non-airport use, and has by appropriate resolution No. 70-5 dated March 18, 1970, obligated itself to devote the revenues received from the lease or sale of the hereinafter described property exclusively for the development, improvement, operation, or maintenance of the Kenai Municipal Airport; and

WHEREAS, The Administrator or authorized delegate of the Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to grant a release from any of the terms, conditions, reservations, and restrictions contained in, and to convey, quitclaim, or release any right or interest reserved to the United States by, any instrument of disposal under which surplus airport property was conveyed to a non-Federal public agency pursuant to Section 13 of the Surplus Property Act of 1944 (58 Stat. 765); and

WHEREAS, the Administrator of the Federal Aviation

Administration has determined that said land no longer serves the purpose for which it was transferred; and, that such property can be used, leased, sold, or disposed of by the City of Kenai for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Kenai Municipal Airport; and

WHEREAS, the City of Kenai covenants and agrees as follows:

- (1) To use the revenues received from the sale or lease of the hereinafter-described property, exclusively for the development, improvement, operation of the Kenai Municipal Airport.
- (2) To restrict the height of structures, objects of natural growth and other obstacles on the hereinafter-described real property to a height of not more than 242 feet above mean sea level;
- (3) To prevent any use of the real property hereinafter described which would interfere with the landing or taking off aircraft at the Kenai Municipal Airport or otherwise constitute an airport hazard.

NOW, THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the City of Kenai in a Lease or Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- (1) That the City of Kenai reserves unto itself, successors, transferees, and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the space above the surface of the real property hereinafter described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on taking off from or operating on Kenai Municipal Airport,
- (2) That the Grantee expressly agrees for itself, heirs, executors, administrators, successors, transferees, and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height of not more than 242 feet above mean sea level.
- (3) That the Grantee expressly agrees for itself, heirs, executors, administrators, transferees, and assigns to prevent any use of the herein- after described real property which would interfere with landing or taking off of aircraft at the Kenai Municipal Airport or otherwise constitute an airport hazard.



(4) All covenants heretofore stated shall run with the land and shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, transferees, and assigns of the parties hereto.

Hereby releases the said real property from the conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Kenai dated December 1, 1963, which real property is described as follows:

T6N R11W Section 33 Seward Meridian KN W1/2 lying N of Kenai Spur Highway & East of Marathon Road excluding all Baron Park Subs & Kenai Industrial Park Sub.

By its acceptance of this Deed of Release the City of Kenai covenants and agrees for itself, successors, transferees, and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above- described real property.

IN WITNESS WHEREOF, the United States of America has caused this Deed of Release to be executed as of the 10th day of September 2025.

UNITED STATES OF AMERICA

By Laurie Suttmeier

Laurie Suttmeier
Division Manager, Airports Division
Alaskan Region

Accepted:

CITY OF KENAI

By Terry Eubank
Terry Eubank
City Manager



ALASKA NOTARY ACKNOWLEDGEMENT

State of Alaska

3rd Judicial District of the Municipality of Anchorage

On this 10th day of September in the year 2025, before me, the undersigned notary public, personally appeared: Laurie J. Suttmeier known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



(Seal)

Dana Stephenson

Dana Stephenson, Notary Public

200601001

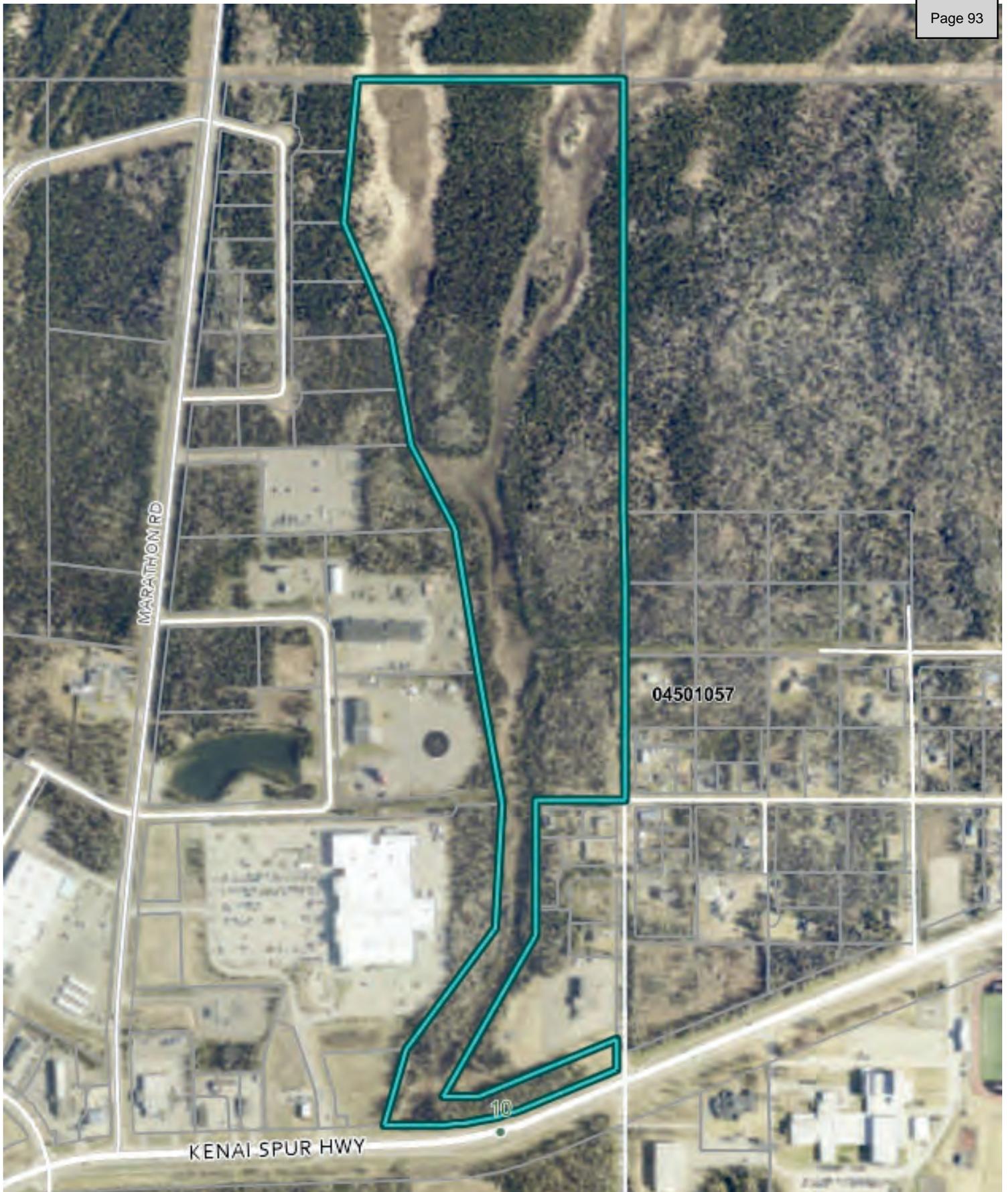
Commission Number

My Commission Expires: with office

Return to:

City of Kenai
210 Fidalgo Ave.
Kenai, AK 99611







**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION PZ2026-03**

A RESOLUTION **RECOMMENDING** THE KENAI CITY COUNCIL APPROVE THE REZONE FROM CONSERVATION (C) TO RURAL RESIDENTIAL 1 (RR-1) ZONING DISTRICT FOR THE FOLLOWING PROPERTIES AND AS DEPICTED ON THE ATTACHED BOUNDARY MAP.

<u>Parcel No.</u>	<u>Address</u>	<u>Lot Size</u>	<u>Legal Description</u>
04501057	10060 Kenai Spur Hwy.	81.0 acres	T 6N R 11W SEC 33 SEWARD MERIDIAN KN W1/2 LYING N OF KENAI SPUR HWY & E OF MARATHON RD EXCL ALL BARON PARK SUBS & KENAI INDUSTRIAL PARK SUB

WHEREAS, the property located at 10060 Kenai Spur Highway and known as Kenai Peninsula Borough Parcel number 04501057, as described above, is currently zoned as Conservation (C); and,

WHEREAS, Kenai Municipal Code (KMC) 14.20.070 intends the Conservation Zone to apply to areas which should be preserved primarily as open areas and as watersheds and wildlife reserves. Airport and related uses have been included in this zone to allow for the reservation of aircraft approach zones; and,

WHEREAS, the City of Kenai applied to the Federal Aviation Administration (FAA) Alaska Region for a deed of release to remove FAA restrictions on an 81-acre parcel located east of the airport; and,

WHEREAS, the Deed of Release was approved by the FAA removing the aforementioned restrictions and was recorded on September 15, 2025; and,

WHEREAS, the City recognizes that upland portions of the larger parcel may be desirable for new residential development near existing subdivisions; and,

WHEREAS, the City of Kenai is initiating an amendment to the Kenai Official Zoning Map through the Kenai Planning & Zoning Commission in accordance with KMC Section 14.20.270(b)(1)(B) - *Amendment procedures*; and,

WHEREAS, the area proposed to be rezoned contains a minimum of one (1) acre (excluding street or alley rights-of-way); and,

WHEREAS, the proposed amendment to the zoning ordinance is not substantially the same as

Resolution No. PZ2026-03

Page 2 of 3

any other unapproved proposed amendment submitted within the previous nine (9) months; and,

WHEREAS, a map has been included of the proposed rezone area; and,

WHEREAS, the City of Kenai Planning and Zoning Department conducted a duly advertised public hearing, following requirements outlined in Kenai Municipal Code 14.20.280 for public hearings and notifications.

WHEREAS, the Planning and Zoning Commission finds:

1. The current zoning district, Conservation (C) is intended to apply to areas which should be preserved primarily as open areas and as watersheds and wildlife reserves. Airport and related uses have been included in this zone to allow for the reservation of aircraft approach zones. The existing Conservation zone is not the preferred land use for this area as there are no longer FAA restrictions on the property and upland portions of the parcel may be desirable for new residential development.
2. The rezone to Rural Residential 1 Zone would allow for low-density residential development adjacent to existing residential neighborhoods within walking, biking, or short driving distance to commercial services. City utilities are located at the southeast corner of the parcel.
3. The existing land use classification states that the area is to be Parks, Recreation, and Open Space. A majority of the parcel will remain as open space, as it lies within a large drainage area and is not suited for development. Approximately 10-15 acres of the parcel, mostly on the eastern edge has upland portions that would be suitable for residential development, but the 81-acre parcel would require subdivision prior to development.
4. The proposed rezone to RR-1 would align with the current low density residential character of the adjoining neighborhood.

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

Section 1. That Kenai City Council approve the rezone request for the property located at 10060 Kenai Spur Highway from Conservation (C) to Rural Residential 1 (RR-1) zoning district.

Section 2. That the Commission will forward its written recommendation to the Kenai City Council, along with all certified minutes and public records relating to the proposed amendment.

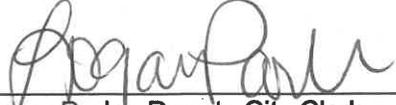
PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 25TH DAY OF FEBRUARY, 2026.


Jeanne Keaton, Chair

Resolution No. PZ2026-03

Page 3 of 3

ATTEST:



Logan Parks, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
FROM: Kevin Buettner, Planning Director
DATE: February 17, 2026
SUBJECT: Resolution PZ2026-03 – Rezone One 81-Acre Parcel from Conservation to Suburban Residential (RS) Zoning District

Request The applicant is requesting a rezone of one (1) parcel from Conservation to the Suburban Residential (RS) Zoning District.

Staff Recommendation Adopt Resolution PZ2026-03 recommending approval of a rezone of one (1) parcel from Conservation to the Suburban Residential (RS) Zoning District.

Applicants: City of Kenai
 Attn: Planning & Zoning Department/Lands Administration
 210 Fidalgo Ave.
 Kenai, AK 99611

<u>Parcel No.</u>	<u>Address</u>	<u>Lot Size</u>
04501057	10060 Kenai Spur Hwy.	81 acres

Legal Description: T 6N R 11W SEC 33 SEWARD MERIDIAN KN W1/2 LYING N OF KENAI SPUR HWY & E OF MARATHON RD EXCL ALL BARON PARK SUBS & KENAI INDUSTRIAL PARK SUB

Current Zoning: Conservation (C)

Proposed Zoning: Suburban Residential (RS)

Current Land Use Vacant Land

Land Management Plan: Mixed – Dispose / Retain

Land Use Plan Parks, Recreation, & Open Space

SUMMARY

The City of Kenai is seeking to rezone one 81-acre parcel located at 10060 Kenai Spur Highway from Conservation to the Suburban Residential (RS) zoning district. The purpose of the rezone is to allow for low- to medium-density residential development adjacent to existing residential neighborhoods within walking, biking, or short driving distance to commercial services.

ANALYSIS

Pursuant to KMC Section 14.20.270, the initiation of a Zoning Map Amendment may be initiated by the Kenai Planning & Zoning Commission. This parcel is wholly owned by the City of Kenai. The area to be rezoned contains far above the minimum of one (1) acre (excluding street or alley rights-of-way) unless the amendment enlarges an adjacent district boundary.

Existing and Proposed Zoning

The existing zoning is Conservation (C) and the intent as outlined in KMC Section 14.20.070 states the following:

The C-Zone is intended to apply to areas which should be preserved primarily as open areas and as watersheds and wildlife reserves. Airport and related uses have been included in this zone to allow for the reservation of aircraft approach zones. It is intended that this zone shall apply mainly to publicly owned land.

Findings: In August 2025, the applied to the Federal Aviation Administration (FAA) Alaska Region for a deed of release to remove FAA restrictions on an 81-acre parcel located east of the airport. On September 15, 2025, the Deed of Release was approved by the FAA and recorded with the State of Alaska. This deed of release removed a number of restrictions and allows this land to be leased for other than aeronautical uses, and also may be sold for fair market prices, if authorized by the City. Furthermore, the proposed rezone area contains a large drainage area throughout most of the western sections of the parcel. Upland portions along the eastern side of the parcel are adjacent to existing residential neighborhoods. Approximately 10-15 acres of these uplands are suitable for residential development. Conservation only allows for residential development with a Conditional Use Permit.

The proposed zoning is Suburban Residential and the intent as outlined in KMC Section 14.20.090 states the following:

The RS Zone is intended to provide for medium density residential development in areas which will be provided with common utility systems. The specific intent in establishing this zone is:

- (1) *To separate residential structures to an extent which will allow for adequate light, air, and privacy;*
- (2) *To prohibit uses which would:*
 - (A) *Violate the residential character of the environment;*
 - (B) *Generate heavy traffic in predominantly residential areas.*

Findings: The rezone to RS zone would align with the adjacent residential zoning districts. As mentioned above, approximately 10-15 acres of upland portions of the parcel would be suitable for residential development. Suburban Residential is appropriate in areas where there are common utility systems, in this case City utilities are available at the corner of Princess

Lane and Magic Avenue. This is on the southeastern corner of one of the upland portions.

Comprehensive Plan – Land Use Classification

The existing land use classification is be Parks, Recreation, and Open Space and the intent as outlined in the *Imagine Kenai 2030 Comprehensive Plan* (“Comprehensive Plan”) states the following:

Intended for those public recreation facilities, as well as undeveloped lands that provide for the conservation of natural or scenic resources. These areas can be used for a variety of passive and active outdoor and indoor sports and recreational activities. Areas that may be suitable for future natural resource development may be included in this category.

Findings: The existing land use classification states that the area is to be Parks, Recreation, and Open Space. A majority of the parcel will remain as open space, as it lies within a large lowland drainage area and is not suited for development. Approximately 10-15 acres of the parcel, mostly on the eastern edge has upland portions that would be suitable for residential development, but the 81-acre parcel would require subdivision prior to development.

An amendment to the land use map in the Comprehensive Plan is not currently required, as residential uses are allowable in Conservation zone, albeit as conditional uses. The City anticipates updating the Comprehensive Plan within a couple years, and a new Land Use Plan may be developed as a part of this process.

The Comprehensive Plan supports this rezoning in the following identified goal:

Goal 3 – Land Use: Develop land use strategies to implement a forward-looking approach to community growth and development.

- *LU-3: Review existing zoning and subdivision codes to determine if they address current and future land uses adequately.*

Findings: The proposed rezone to RS would align largely with the intent of keeping a majority of the lowland drainage areas protected, as the parcel would be subdivided and with the City of Kenai retaining ownership. This would also align with supporting Workforce Development by allowing for new low to medium density residential development in appropriate areas served by City utilities.

Existing Use

In the proposed rezone area, the land is vacant.

Findings: The proposed rezone to RS zone would allow for upland portions of the parcel, largely on the eastern side, would allow for low- to medium density residential development adjoining and existing residential neighborhood, which has been identified as a crucial need for the City.

PUBLIC NOTICE

Pursuant to Kenai Municipal Code 14.20.280 notices of the public hearing for the rezone were mailed to property owners within a three hundred-foot (300') periphery of the subject properties. City staff published notice of the public hearing in the *Peninsula Clarion*, and notification was posted.

No public comments have been received as-of-date.

STAFF RECOMMENDATION

Based on the findings and analysis in this staff report, Staff recommends the Planning & Zoning Commission recommend approval of the rezone request for the property located at 10060 Kenai Spur Highway from Conservation (C) to Suburban Residential (RS) zoning district. Planning & Zoning Commission's recommendation will be forwarded to City Council for consideration.

ATTACHMENTS

- Zoning Map – Existing and Proposed
- Application
- Aerial Map
- Deed of Release



MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director
Stephanie Randall, Human Resources Director

DATE: March 5, 2026

SUBJECT: **Discussion/Action** – Recommending a Motion to Authorize Administration to Provide a Health Insurance Premium Holiday as a Result of a Surplus Refund.

The City of Kenai participates in a health insurance plan administered through Premera Blue Cross Blue Shield of Alaska. This plan is level-funded, meaning premiums are set each year based on projected annual claims and if actual claims are lower than projected, the remaining premium balance is divided evenly between Premera and the City of Kenai.

In plan year 2025, the City paid \$2,556,301.12 in annual health insurance premiums. Overall claims activity was lower than expected by \$358,770.98, which resulted in the City receiving a surplus refund check in the amount of \$179,385.49.

On June 30, 2025, the City's employee healthcare fund had a balance of \$3,055,730, representing the accumulated surplus from prior plan years.

Recommendation: Administration recommends using a portion of the surplus refund to provide a one-month premium holiday in May for employees currently enrolled in the Premera plan. These employees normally contribute 13% of the monthly premium cost while the City covers the remaining 87%. Of the surplus refund, 13% (\$23,320.11) represents the employees' portion; the total estimated cost of the one-month premium holiday is slightly higher at approximately \$28,900. This amount remains within the available surplus, allowing the City to share the benefit with employees while retaining the remainder in the employee healthcare fund for future plan needs.

Possible Motion:
Move to approve the Administration's proposal to provide a one-month, employee health care premium holiday in May 2026.

**KENAI PLANNING & ZONING COMMISSION – REGULAR MEETING
FEBRUARY 25, 2026 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR KEATON, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on February 25, 2026, in City Hall Council Chambers, Kenai, AK. Chair Keaton called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Keaton led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sonja Earsley (<i>remote attendance</i>)	Gwen Woodard
Alex Douthit, Vice Chair	Jeanne Keaton
Stacie Krause	Marty Askin

A quorum was present.

Absent:

Diane Fikes

Also in attendance were:

Kevin Buettner, Planning Director
Phil Daniel, City Council Liaison
Logan Parks, Deputy City Clerk

3. Agenda and Consent Agenda Approval

Chair Keaton noted the following additions to the Packet:

- | | |
|------------------|---|
| Add to item B.1. | Meeting Minutes <ul style="list-style-type: none">• P&Z Commission January 14, 2026 |
| Add to item F.2. | Rezone Contour & Drainage Map <ul style="list-style-type: none">• Added to PZ2026-03 |
| Add to item O.1. | CUP Closure Memorandum <ul style="list-style-type: none">• Closure of PZ2021-41 |

MOTION:

Commissioner Douthit **MOVED** to approve the agenda and consent agenda with the requested revisions. Commissioner Krause **SECONDED** the motion.

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

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

UNANIMOUS CONSENT was requested.

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner 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 28, 2026.
- 2. *Regular Meeting of January 14, 2026.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS - None.

F. PUBLIC HEARINGS

- 1. Granting a Conditional Use Permit to Allow for Assemblies at the Coral Seymour Memorial Ballpark in the Recreation Zoning District

[Clerk's Note: Commissioner Earsley abstained from discussion and participation in accordance with KMC 14.05.025(e)]

MOTION:

Commissioner Douthit **MOVED** to approve granting the Conditional Use Permit. Commissioner Krause **SECONDED** the motion.

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

Clarification was provided that this was a new conditional use permit; the intent was to host fundraising events during the summer; and the Oilers are responsible for field maintenance under their lease agreement.

VOTE:

- YEA: Askin, Keaton, Douthit, Krause, Woodard
- NAY: None
- ABSENT: Fikes
- ABSTENTION: Earsley

MOTION PASSED.

Chair Keaton noted the 15-day appeal period.

- 2. Recommending the Kenai City Council Approve the Rezone from Conservation (C) to Suburban Residential (RS) Zoning District for 81-Acre Lot Located at 10060 Kenai Spur Highway.

MOTION:

Commissioner Douthit **MOVED** to approve granting a Conditional Use Permit. Commissioner Woodard **SECONDED** the motion.

Chair Keaton opened the floor for public comment.

Vaughn Vroman addressed the Commission with concern with rezoning the 81-acre parcel from conservation to residential use.

Rose Seavey addressed the Commission with concern regarding potential impacts of utility extensions on properties currently served by wells and septic systems.

Benjamin Meyer addressed the Commission in support of protecting the wetland and ravine areas, noting their ecological importance as headwaters to a tributary of the Kenai River and salmon habitat, the lowland acreage would remain conservation.

Jessica Wilshusen addressed the Commission with concerns regarding potential traffic increases, road conditions, and possible extension of Magic Avenue.

There was discussion regarding the proposed rezone, with clarification provided that it would primarily impact approximately 10-15 acres of upland near existing utilities, eliminate the Conditional Use Permit requirement while still requiring subdivision, platting, and developer-funded infrastructure improvements, and that wetlands would not be developed; lowland areas could be rezoned following subdivision; Suburban Residential designation versus Rural Residential, with staff explaining Rural Residential was recommended due to access to utilities and flexibility in lot sizes and density, with configuration determination through the platting process subject to City review, wetland protections, and applicable conditions; adjacent zoning is Rural Residential, and existing Rural Residential properties may subdivide within those standards. It was noted that conditions, public use designations, and floodplain regulations could be applied to protect sensitive areas; properties more than 200 feet from a newly extended water or sewer main are not be required to connect; there are no current plans to extend Magic Avenue, any future improvements would depend on traffic volumes, Council appropriations, and potential developer participation.

MOTION TO AMEND:

Commissioner Douthit **MOVED** to amend the recommended rezone as follows:

“Recommending the Kenai City Council Approve the Rezone from Conservation (C) to [Suburban Residential (RS)] Rural Residential (RR) Zoning District for 81-acre Lot Located at 10060 Kenai Spur Highway.”

Commissioner Askin **SECONDED** the motion.

VOTE ON MOTION TO AMEND:

YEA: Keaton, Douthit, Earsley, Woodard, Askin

NAY: Krause

ABSENT: Fikes

MOTION TO AMEND PASSED.

VOTE ON MAIN MOTION AS AMENDED:

YEA: Douthit, Earsley, Woodard, Askin, Keaton

NAY: Krause

ABSENT: Fikes

MAIN MOTION AS AMENDED PASSED.

G. UNFINISHED BUSINESS - None.

H. NEW BUSINESS

1. Transfer of Conditional Use Permit, PZ1999-05 and PZ1997-53 for the use of Lodging, Cabin Rentals, and Boat Parking.

MOTION:

Commissioner Douthit **MOVED** to approve the transfer of Conditional Use Permit PZ1999-05 and PZ 1997-53. Commissioner Woodard **SECONDED** the motion.

Clarification was provided that there was no history of code enforcement.

UNANIMOUS CONSENT was requested on the motion.

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

2. Transfer of Conditional Use Permit, PZ2017-33 for the use of Retail Marijuana and Product Storage.

MOTION:

Commissioner Douthit **MOVED** to transfer Conditional Use Permit PZ2017-33. Commissioner Woodard **SECONDED** the motion.

Clarification was provided that there was no history of code enforcement.

UNANIMOUS CONSENT was requested on the motion.

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

I. REPORTS

1. Planning Director

Planning Director Buettner reported on the following:

- Staff have begun reviewing Conditional Use Permit files and closed those associated with businesses that have closed, sold, or retired in order to maintain accurate records.
2. Commission Chair - No report.
 3. Kenai Peninsula Borough Planning - No report.
 4. City Council Liaison

Council Member Daniel reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENTS

Benjamin Meyer addressed the Commission with concerns regarding the rezone of Conservation land.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: March 11, 2026

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Askin expressed support for the proposed rezone.

Commissioner Woodard thanked the public for attending.

Commissioner Krause thanked the public for attending and encouraged continued participation at future meetings.

Commissioner Douthit thanked all participants for their involvement.

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 approximately 8:10 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of February 25, 2026.

Logan Parks, Deputy City Clerk

DRAFT

**KENAI PLANNING & ZONING COMMISSION – REGULAR MEETING
MARCH 11, 2026 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR KEATON, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on March 11, 2026, in City Hall Council Chambers, Kenai, AK. Chair Keaton called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Keaton led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Sonja Earsley	Gwen Woodard
Jeanne Keaton, Chair	Stacie Krause
Stacie Krause	Diane Fikes
Marty Askin (<i>remote participation</i>)	

A quorum was present.

Absent:

Alex Douthit, Vice Chair

Also in attendance were:

Kevin Buettner, Planning Director
Sovala Kisenia, City Council Liaison
Logan Parks, Deputy City Clerk

3. Agenda and Consent Agenda Approval

MOTION:

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

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

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

UNANIMOUS CONSENT was requested.

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

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner 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 February 25, 2026.

C. SCHEDULED PUBLIC COMMENTS - None.

D. **UNSCHEDULED PUBLIC COMMENTS** - None.

E. **CONSIDERATION OF PLATS** - None.

F. **PUBLIC HEARINGS**

1. **Resolution PZ2026-05** – Granting a Conditional Use Permit for a Retail Marijuana Store on the Property Described as Lot 12, Block B, Beaver Creek Alaska Subdivision, Located at 6384 Kenai Spur Hwy in the General Commercial Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2026-05. Commissioner Earsley **SECONDED** the motion.

Director Buettner clarified that KMC 14.20.150(d) required an applicant or representative of the applicant must be present for the application to be considered at the public hearing.

MOTION:

Commissioner Woodard **MOVED** to table Resolution PZ2026-05. Commissioner Earsley **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion to table.

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

G. **UNFINISHED BUSINESS** - None.

H. **NEW BUSINESS**

1. **Discussion** - Rescheduling April Planning & Zoning Commission Meetings.

Clarification was provided regarding the City's Special Election canvassing date; the April 22nd meeting was rescheduled for April 29, 2026 at 7:00 p.m.

I. **REPORTS**

1. Planning Director

Planning Director Buettner reported on the following:

- The recent sealed bid auction, with three parcels in Beaver Loop area tentatively sold which will require Conditional Use Permits.
- Several land lease applications are under review, including competing applications for the same parcel.
- Multiple land and lease matters occurring at the same time is the reasoning for canceling the April 8, 2026 meeting.

2. Commission Chair - No report.

3. Kenai Peninsula Borough Planning

Commissioner Fikes reported on recent actions of the Kenia Peninsula Borough Planning Commission.

4. City Council Liaison

Council Member Kisen reported on recent actions of the City Council.

J. **ADDITIONAL PUBLIC COMMENTS** - None.

K. **NEXT MEETING ATTENDANCE NOTIFICATION**

1. Next Meeting: March 25, 2026

Commissioner Krause **MOVED** to remove item F. 1 Resolution PZ2026-05 from the table. Commissioner Woodard **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

[Clerk's Note: Resolution PZ 2026-05 was back before the Commission.]

Director Buettner reported KMC 14.20.150(d) required an applicant or representative of the applicant must be present for the application to be considered at the public hearing, and if none were present the application should be dismissed.

MOTION:

Commissioner Krause **MOVED** to dismiss PZ2026-05 due to a lack of attendance of applicant. Commissioner Earsley **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

L. COMMISSION COMMENTS AND QUESTIONS

There was appreciation for the extended daylight.

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 7:25 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of March 11, 2026.

Logan Parks, Deputy City Clerk

PROCLAMATION IN RECOGNITION OF Kenai Central High School Nordic Ski Team

WHEREAS, the Kenai Central High School (KCHS) Nordic Ski Team competed at the 2026 Alaska School Activities Association (ASAA) Division II Nordic Ski State Championship on February 19-21, 2026, in Wasilla, Alaska; and,

WHEREAS, both the Girls and Boys Nordic Ski Teams achieved first place overall in the Division II State Championship; and,

WHEREAS, team members Isla Crouse, Kailey Crouse, Ruby Davis, Teresa Fallon, Sofia Tews, and Emily Taylor, Fletcher Darr, Luke Karpik, Chase Laker, Leif Laker, Eli Pancoast, and Levi Strong demonstrated strong performances, leadership and sportsmanship; and,

WHEREAS, the KCHS Boys Nordic Team was recognized as the only boys' team at the state championship to receive an ASAA Academic Award, achieving a combined team grade point average of 4.0; and,

WHEREAS, Chase Laker finished 2nd overall in the 5K skate race and 3rd overall for combined times, marking the second time KCHS Nordic Ski history of a boy placing in the top three at the state championship; and,

WHEREAS, Fletcher Darr, Isla Crouse, and Ruby Davis also reached the podium for their top Division II finishes at the state meet; and,

WHEREAS, Head Coach Kristin Davis, Assistant Coach Jordan Theisen, and Assistant Coach Julie Laker provide exceptional leadership, guidance, and mentorship throughout the season; and,

WHEREAS, the dedication, talent, discipline and academic commitment of the KCHS Nordic Ski Team reflects positively on KCHS, and the entire community.

NOW, THEREFORE, I, HENRY H. KNACKSTEDT, MAYOR OF THE CITY OF KENAI, ALASKA, on behalf of the City of Kenai, do recognize and commend the Kenai Central High School Nordic Ski Team for their exemplary performance.

DATED: This 18th day of March, 2026.

Henry H. Knackstedt, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk



MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Mary Bondurant, Interim Airport Manager
DATE: March 9, 2026
SUBJECT: **Airport Mid-month Report February 2026**

FY2025 Airport Capital Improvement Projects

- Runway Rehabilitation Project
Construction to start Spring of 2026. Safety Risk Management (SRM) meeting scheduled for April 15, 2026.
- Apron crack sealing, marking, and sealcoat
Construction to start Spring of 2026. Safety Risk Management (SRM) meeting scheduled for March 11, 2026.
- Acquire SRE (Loader & Plow Truck with Sander)
Update: the CAT 980 loader has been delivered with all of the attachments and the plow truck and sander now has a delivery date of April 2026.
- Airport Master Plan – Phase 1
Phase 1 is almost complete. Working on comments from the Public Meeting to draft 1 alternative for review this fall.
- ARFF Building Rehabilitation – Boiler Replacement
A contract for additional work to put overrides in for the overhead heaters in the OPS Bay was issued on February 9, 2026.

In-house Activities

- A Runway Safety Action Plan meeting has been scheduled for April 21, 2026 in City Council chambers at 10:30 a.m. This meeting is being handled by Carey Adcock, Air Traffic Control Tower Manager. More information will become available.



KENAI

City of Kenai - Animal Control | 510 N. Willow St, Kenai, AK 99611 | 907.283.7353 | www.kenai.city

MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Dave Ross, Police Chief
FROM: Ian Braman, Animal Control Chief
DATE: March 5, 2026
SUBJECT: February 2026 Monthly Report

This month the Kenai Animal Shelter took in 16 animals.

DOGS:				
	INTAKE	7	DISPOSITION	6
	Waiver	2	Adopted	3
	Stray	4	Euthanized	1
	Impound	1	Claimed	2
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0
CATS:				
	INTAKE	9	DISPOSITION	13
	Waiver	8	Adopted	13
	Stray	1	Euthanized	0
	Impound	0	Claimed	0
	Protective Custody	0	Field Release	0
	Quarantine	0	Transferred	0
	Transferred in	0		

OTHER ANIMALS:				
	INTAKE	0	DISPOSITION	0
DOA:		OTHER STATISTICS:		
	Dog	0	Licenses (City of Kenai Dog Licenses)	20
	Cat	0	Rabies Clinic	0
	Rabbit	0		
	Bird	0		

3 Animals dropped with After Hours (days we are closed but cleaning and with KPD)

- 1 Field Investigations & patrols
- 1 Pet Food Bank Request
- 0 Volunteer Hours Logged
- 0 Citations
- 1 Educational Outreach
- 6 Microchips

Total Animal Contacts:

- 6 Animals are *known* borough animals
- 7 Animals are *known* City of Kenai
- 3 Animals are *known* City of Soldotna
- 0 Animals are *unknown* location

Statistical Data:

- 66 2024 YTD Intakes
- 58 2025 YTD Intakes
- 48 2026 YTD Intakes





MEMORANDUM

TO: Mayor Knackstedt and Council Members

THROUGH: Terry Eubank, City Manager

FROM: Dave Swarner, Finance Director

DATE: March 10, 2026

SUBJECT: **Finance Department Mid-Month Report – February 2026**

The FY27 Budget is now the major focus for the department. Beginning mid-March there will be meetings with department heads to review their submissions with the City Manager. The Council is scheduled to receive its first draft of the FY27 budget mid-April.

The IT department completed the Voice over Internet Protocol (VOIP) upgrade and all email accounts have been migrated to the cloud.



KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council

THROUGH: Terry Eubank, City Manager

FROM: Jay Teague, Fire Chief

DATE: March 10, 2026

SUBJECT: Fire Department Mid-Month Report – February Data.

For February, we experienced a call volume decrease from the previous year.

February	2025	2026	% change
Month totals	131	98	-25%
EMS	98	74	-24%
All Other	33	24	-27%

Training:

- 580 total hours of training for month.
- (364 hours for 2026 Paramedic Refresher sponsored by Kenai Peninsula Emergency Services, Inc. and Southern Region EMS Council.
- Shifts completed high angle rope rescue training.
- Shifts completed Boat Operator Training with Coast Guard training officer.
- Shifts completed Auto Extrication training, hands on extrication.
- Shifts completed Driver Operator training with new hires/Hydraulic Calculations and fireground water flow.
- Shifts completed annual Fire Mayday and Bailout training.
- MCD Run Review completed for month with Dr. Levy. QA/QI
- Upcoming Training:
 - 2025 BLS Recertification for all KFD personnel.
 - TIMS (Traffic Incident Management) Annual Requirement
 - Harvest Pipeline will host KFD for annual pipeline awareness and response.

Projects/Grants/MISC:

- Fire Marshal completed 21 commercial property fire inspections.
- Chief Teague and Deputy Chief Coots attended Alaska Fire Chief’s Association Leadership Summit in Juneau which concluded first week of February.



MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Stephanie Randall, Human Resources Director
DATE: March 10, 2026
SUBJECT: **Human Resources Activity – February 2026**

Recruitment

Human Resources continued working with Administration to actively recruit an Airport Manager. Three new janitors were hired for three locations – City Hall, the Library and the Police Station. The Senior Center recruited and offered a position to a part-time driver. The Fire Department recruited for a Firefighter position. Recruitment began for a Public Safety Dispatcher for the Police Department.

Safety

Four accidents were reported in February. One resulted in a Workers' Compensation claim.

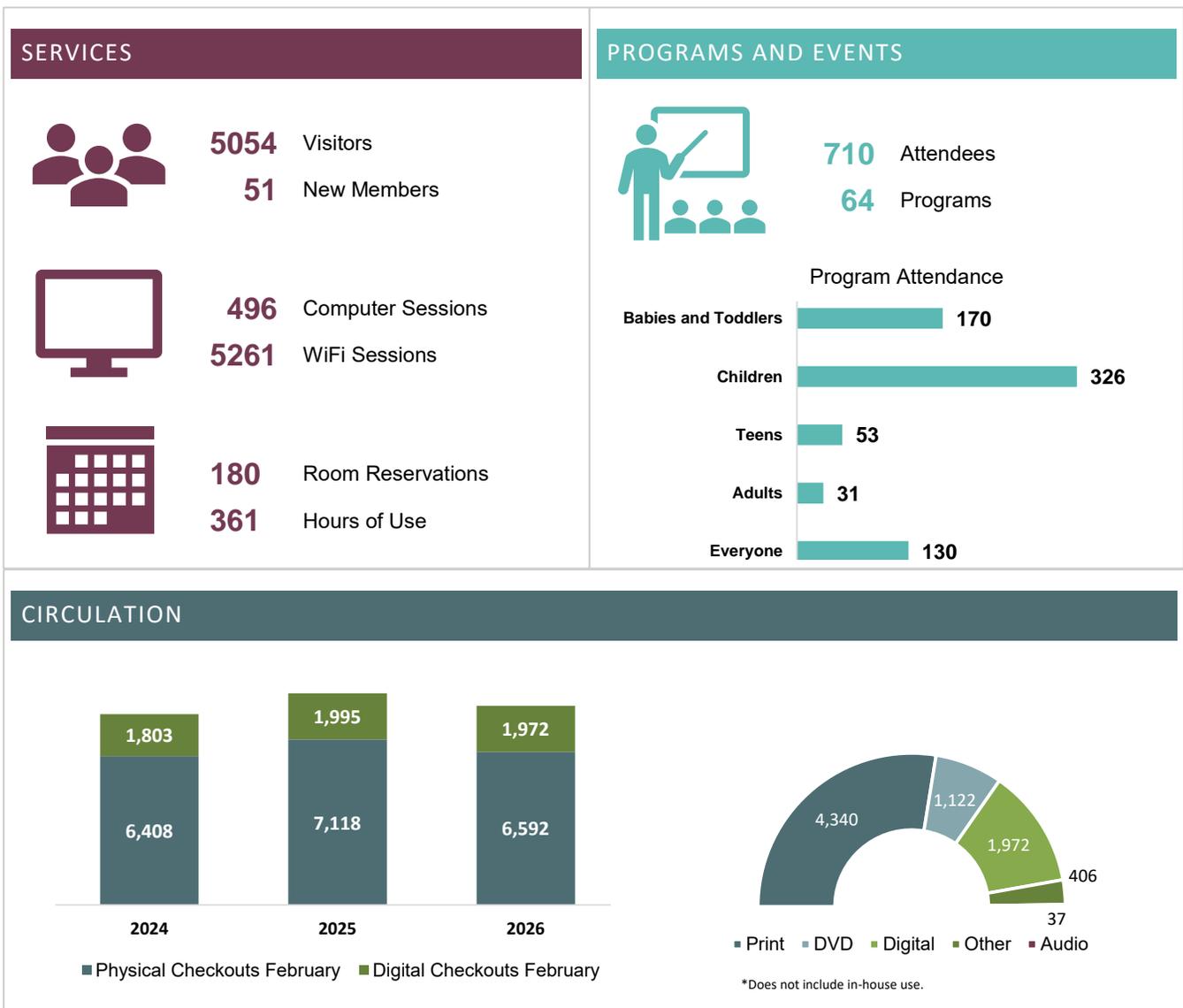
Special Projects

Human Resources worked with administration to review personnel classification requests for the FY27 fiscal year. Human Resources participated with a group of City employees in planning the Employee Appreciation party.

The Human Resources Director attended the Alaska Public Risk Alliance (APRA) Conference and Risk Management Seminar in Anchorage. The agenda included information on manager training and best practices to protect the City and our employees.

MEMORANDUM

TO: Mayor Knackstedt and Council Members
THROUGH: Terry Eubank, City Manager
FROM: Katja Wolfe, Library Director
DATE: March 6, 2026
SUBJECT: Library Report for February 2026





KENAI

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

MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Tyler Best, Parks and Recreation Director
DATE: March 10th, 2026
SUBJECT: **Mid-Month Report – February**

February was an extremely cold month, which Parks and Recreation took advantage of by hosting a free skate day on February 13th at Daubenspeck Pond. The event coincided with parent-teacher conferences, so there was no school that day. Parks provided music and free skate rentals from 1:00 p.m. to 4:00 p.m. (see attached photos). The Parks and Recreation team continued to maintain Daubenspeck Pond for skating, ski trails for skiing and snowshoeing, and Municipal Park for walking throughout February.

The ski trails saw a lot of use during February. The Tsalteshi Youth Ski Program hosted a youth ski event and brought their entire youth program to the Kenai trails at the beginning of the month. Kenai Middle School hosted a meet on the trails on February 21st. Both groups coordinated with the department so their events operated with the best trails possible.

During February, the high school hockey season came to a close, and ice rentals began to slow down. March, the last month with ice, will include multiple tournaments utilizing the multi-purpose facility. A free end-of-season skate will be held on March 21st (see attached flyer).

At the Kenai Recreation Center, City League basketball is in full swing. On nights when City League is not scheduled, the facility offers open volleyball, open basketball, and open gym. Afternoons remain busy with open gym, pickleball, and tot time.

Kenai Recreation Center Visits – Month of February

Weight Room/Cardio Room	711
Racquetball /Wallyball Court	102
Shower/Sauna	177
Gymnasium	616
Gym rental participants	987
Total Number of Sign-ins	2,593
Door Counter Log	4,571



KENAI MPF



FINAL PUBLIC SKATE OF THE SEASON!

Join us for one last skate!

- ❄ Free skate rentals
- ❄ Free hot cocoa
- ❄ Skate assists available
- ❄ Warming huts on-site
- ❄ Restrooms on site
- *Supplies limited*



FREE COMMUNITY EVENT



SATURDAY
March 21

4:30 PM - 6:30 PM
Kenai Multi-Purpose
Ice Rink



 The Best Place To ALASKA





MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kevin Buettner, Planning Director
FROM: Jessica See, Planning Technician
DATE: March 11, 2026
SUBJECT: Planning and Zoning – February 2026 Monthly Report

General Information

Conditional Use Permit cleanup is still in progress and nearing completion. All but two (2) annual reports have been received for 2025. Final notices have been sent to the two outstanding permit holders with a deadline of April 1, 2026. No new complaints have been received for Code Enforcement and the team has successfully been able to close out three (3) longstanding cases as compliant. The Planning and Zoning Department continues to be active in the City working group for both the Airport and Parks Master Plans, guiding development at the Kenai Municipal Airport and throughout the City into the future. The team is well underway with the Storefront and Streetscape Improvement Program, with one of the three recipients having already submitted estimates for their project.

Department Summary

Lands & Leases:

- Created new P/W water and sewer map
- Continued cleaning up Zoning map
- Continued reviewing and itemizing of leases
- Calculated and applied CPI adjustments to relevant City lease properties for FY2027
- Opened sealed bid auction for City owned lands; Beaver Loop Acres Gravel Resource Parcels
- Finalizing completion, and processing of, new City land lease applications
- Mapping of City Lands released by FAA for purposes other than aeronautical
- Discussed zoning regulations, plats, easements and leases with various departments, lessees, surveyors and members of the public

Planning & Zoning:

- Reviewed/updated Parks & Airport Master Plan
- Continued Meetings to discuss potential uses of Challenger Center & Fire Training Facility
- Meetings to discuss residential development in Kenai
- Reviewed Airport Master Plan to complete Phase 1
- Conditional Use Permit annual compliance follow-ups and cleanup

Planning and Zoning Commission

One (1) public meeting and one (1) Work Session were held in the month of February with the following actions/recommendations:

- Resolution PZ2026-02 – Granted assemblies to be held at the Coral Seymour Memorial Ballpark.
- Resolution PZ2026-03 – Granted the rezone from Conservation to Suburban Residential for the city owned parcel, number 04501057, located at 10060 Kenai Spur Highway.
- A Conditional Use Permit transfer was approved for PZ1997-53 & PZ1999-05 to Derek Gardner for the use of Lodging, Boat Parking, and Cabin Rentals located at 1125 Angler Drive.
- A Conditional Use Permit transfer was approved for PZ2017-33 to Straight Street Investments DBA East Rip for use of a retail marijuana establishment located at 10767 Kenai Spur Highway, Space D.

Work Session – Discussed future updates and protocols for Conditional Use Permits.





MEMORANDUM

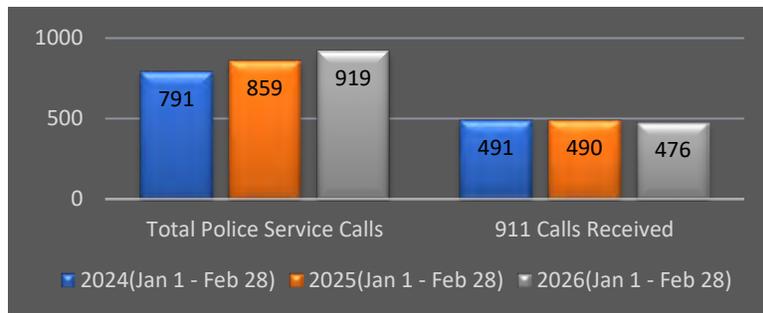
TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: David Ross, Police Chief
DATE: March 3, 2026
SUBJECT: **Police & Communications Department Activity – February 2026**

Police handled 424 calls for service in February and 203 calls were received by dispatch via 911. Officers made 24 arrests. Traffic enforcement resulted in 205 traffic contacts with 43 traffic citations issued and there were 6 DUI arrests. There were 28 reported motor vehicle collisions. There were 12 collisions involving a moose or caribou, and one collision involving drugs or alcohol.

One officer spent two weeks assisting at the DPS Academy in Sitka and attended a radar certification course while there. Two dispatchers attended a 3-day class on the State’s Criminal Justice Information System, in Anchorage.

One Dispatcher submitted her resignation and an active recruitment is underway for that dispatch position.

The School Resource Officer (SRO) hosted three KCHS students for career day. The SRO continued to teach DARE at both Mountain View Elementary and Kaleidoscope.





MEMORANDUM

TO: Mayor Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
FROM: Lee Frey, Public Works Director
DATE: March 5, 2026
SUBJECT: **Public Works Mid-month Report March 2026**

Capital Projects currently in process:

- Parks & Recreation Master Plan – Project ongoing
- Emergency Services Facility Assessment – Completed, evaluating Challenger Center for Police/Fire use
- KMA Apron Sealcoating and Crack Sealing – Contract awarded with work to occur next spring
- Kenai Municipal Airport Runway Rehabilitation Project - Contract awarded with work to occur next spring
- Kenai Municipal Airport Operations Building HVAC Controls Upgrade & Boiler Replacement Project – Project being closed out
- Kenai Municipal Airport Master Plan Update – Phase 2 ongoing
- USACE Kenai Bluff Bank Stabilization Project – Construction completed. Closeout ongoing
- Wastewater Plant Digester Blowers Replacements – Reviewing submittals. Construction to start in spring.
- Water Treatment Plant Pumphouse – Project currently out for bidding
- Harbor Float Replacement – Construction ongoing
- Aliak Storm Drain Repairs – Design completed. Will bid for work in spring of 2026
- Community Wildfire Protection – Phase 3 work ongoing
- Street Condition Assessment – Presentation complete. Finalizing report.
- Street Light Assessment – Final report being developed.
- Architectural Services – Design services ongoing
- Fire Monitoring Services – Project out for bidding

Capital Projects in planning to be released:

- Sewer Lift Station Upgrades
- Cemetery Improvements Design
- Flight Services RTU Replacement
- Municipal Park Pavilion Replacement

Other Projects/Services in development for ITB/RFP:

- Congregate Housing Care Taker
- Banking Services
- KFD Fire Foam Replacement

Our new Building Official is working on revising documents and processes for future software use and streamlining our internal and public process. We have only issued one commercial permit in calendar year 2026, but we have several projects pending and many active permits. Buildings continues to work on freezing issues in various buildings with the low temperatures and onboarding new custodial staff.

The Streets crew continues snow clearing operations and dealing with the temperature fluctuations. The Beaver Loop bike path has been cleared and we are preparing to clear the Kenai High School field in the coming weeks to prepare for spring use. The Shop continues working on outfitting new police vehicles and repairing issues as they arise.

The Utility Department quickly repaired a failed valve at the water reservoir on March 1st that caused a reduction in water pressure throughout the City. We are preparing operations at the Wastewater Treatment Plant for the Blower construction and preparing for thawing. We are excited to be back at full staff in mid-March when our new employees are scheduled to start.



KENAI

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

MEMORANDUM

TO: Mayor Henry Knackstedt and Kenai City Council
THROUGH: Terry Eubank, City Manager
THROUGH: Kathy Romain, Senior Center Director
FROM: Astrea Piersee, Administrative Assistant III
DATE: March 11, 2026
SUBJECT: February 2026 Monthly Report

Number of individuals served in February:

Home Delivered Meals	1473
Individuals	84
Dining Room (Congregate) Meals	764
Individuals	145
Transportation (1-way rides)	319
Individuals	21
Grocery Shopping Assistance	30/130
Writers Group	24
Caregiver Support Group	12
Widows/Widowers Grief Support Group	11
Growing Stronger Exercise	194
Tai Chi Class	47
TOPS Weight Loss Class	52
Bluegrass & Music Sessions	40
Card Games	68
Wii Bowling	6
Arts & Crafts	24
Volunteers Hours	430
Individuals	32
Total Event Sign-ins *	1521
Individuals *	208
Vintage Pointe Manor Vacancies	1

*(not including home meals clients)

February was a short month but packed with activities at the Kenai Senior Center. Highlights included a Super Bowl party, a Valentine’s luncheon, a performance by the Center’s own choir, weekly pool trips, a no-host dinner at Main Street Tap and Grill, a birthday lunch, and of course, ending the month with Waffle Friday!