

**KENAI AIRPORT COMMISSION
REGULAR MEETING
JUNE 10, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
Telephonic/Virtual Information Page 2
<http://www.kenai.city>**

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Agenda Approval

2. SCHEDULED PUBLIC COMMENT *(Public comment limited to ten (10) minutes per speaker)*

3. UNSCHEDULED PUBLIC COMMENT *(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)*

4. APPROVAL OF MEETING SUMMARY

- a. May 13, 2021.....Pg. 3

5. UNFINISHED BUSINESS

6. NEW BUSINESS

- a. **Discussion/Recommendation** – Special Use Permit to James H. Doyle d/b/a Weaver Brothers, Inc. for Truck Trailer Storage.....Pg. 6
- b. **Discussion/Recommendation** – Special Use Permit to State of Alaska, Division of Forestry for Air Tanker Reload Base.....Pg. 18

7. REPORTS

- a. City Manager – Acting Airport Manager
- b. City Council Liaison.....Pg. 29

8. NEXT MEETING ATTENDANCE NOTIFICATION – July 8, 2021

9. COMMISSIONER COMMENTS AND QUESTIONS

10. ADDITIONAL PUBLIC COMMENT

11. INFORMATION ITEMS

- a. May 2021 Mid-Month Report.....Pg. 37
- b. April 2021 Enplanements.....Pg. 39
- c. Exhibit E Apron Aircraft Parking.....Pg. 40

12. **ADJOURNMENT**

Join Zoom Meeting

<https://us02web.zoom.us/j/82498709012>

Meeting ID: 824 9870 9012 **Password:** 950334

OR

Call: (253) 215-8782 or (301) 715-8592

Meeting ID: 824 9870 9012 **Password:** 950334

****PLEASE CONTACT US IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING****
MEGHAN -- 283-8231 OR, ERICA -- 283-8281

**KENAI AIRPORT COMMISSION
REGULAR MEETING
MAY 13, 2021 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
VICE CHAIR KIMBERLY DODGE, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

Vice Chair Dodge called the meeting to order at 6:00 p.m.

a. Pledge of Allegiance

Vice Chair Dodge led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Commissioners Present: K. Dodge, D. Leichliter, J. Bielefeld, D. Pitts

Commissioners Absent: G. Feeken, P. Minelga, J. Zirul,

Staff/Council Liaison Present: City Manager P. Ostrander, Airport Administrative Assistant E. Brincefield, Council Liaison H. Knackstedt

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Liechliter **MOVED** to approve the agenda and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENT – None.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. April 8, 2021

MOTION:

Commissioner Leichliter **MOVED** to approve the meeting summary of April 8, 2021 and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. NEW BUSINESS

a. **Discussion/Recommendation** – Special Use Permit to Crowley Fuels LLC for

Aviation Fueling on Apron Fueling Area

MOTION:

Commissioner Liechliter **MOVED** to approve the Special Use Permit to Crowley Fuels LLC for Aviation Fueling on Apron Fueling Area and Vice Chair Dodge **SECONDED** the motion.

It was noted that Crowley Fuels LLC requests a Special Use Permit for 35,000 square feet of apron for fueling area.

There were no objections; **SO ORDERED**.

- b. **Discussion/Recommendation** – Approving Execution of Lease to SOAR International Ministries

MOTION:

Commissioner Bielefeld **MOVED** to approve the a. Execution of Lease to SOAR International Ministries and Commissioner Liechliter **SECONDED** the motion.

It was noted that SOAR International Ministries would like to amend their original lease proposal approved by Council on August 21, 2019. The amendment would allow for a \$2,000,000 hanger to be built over 2 years, with an office building to be built after the hangar within 2 years. Total construction of 3.5 million dollars.

There were no objections; **SO ORDERED**.

6. REPORTS

- a. **Airport Manager** – City Manager Ostrander and Airport Administrative Assistant Brincefield reported on the following:
 - Eland Conway has been hired as the new Kenai Airport Manager, and starts on May 17, 2021. Eland has extensive knowledge and experience in all areas of airport operations, and the City believes he will be a great fit for the Airport;
 - Discussed aircraft accident that occurred on May 12, 2021. Reported that emergency responders, tower manager and airport staff met for a debrief on May 13, and the accident was handled very well. Some communication issues were resolved through debrief;
 - Received notification that the two ARFF vehicles will be delivered Jun 7, 2021;
 - Staff attended RSAT meeting which designated 2 areas of concern (hot spots) off runway to taxiways. Additional signage to be requested during certification inspection;
 - FAA certification inspection rescheduled to July 6-8;
 - Float plane basin sign to be installed by the end of next week, BBQ pedestals to be delivered mid-June;
 - Operations staff are busy with spring cleanup.
- b. **City Council Liaison** – Council Member Knackstedt reported on the actions of the April 21, 2021 Council Meetings.

7. NEXT MEETING ATTENDANCE NOTIFICATION – June 10, 2021

8. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Pitts noted he appreciates the efforts on float plane basin development

Commissioner Bielefeld commented on the parking plan with three air carriers, noting his concern with parking in front of terminal.

Commissioner Leichter encouraged Airport staff to get donations for picnic tables at float plane basin. Would like to see the float plane development advertised.

9. ADDITIONAL PUBLIC COMMENT – None.

10. INFORMATION ITEMS

- a. April 2021 Mid-Month Report
- b. March 2021 Enplanements

11. ADJOURNMENT

MOTION:

There being no further business before the Commission, the meeting was adjourned at 6:26 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk



KENAI

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

MEMORANDUM

TO: Airport Commission
THROUGH: Eland Conway, Airport Manager
FROM: Ryan Foster, Planning Director
DATE: June 3, 2021
SUBJECT: **Special Use Permit to Weaver Brothers, Inc. for Truck Trailer Storage**

James H. Doyle, Individually, d/b/a Weaver Brothers, Inc. has requested to use three adjacent City-owned parcels along Coral Street and two portions of additional City owned land for storage of truck trailers for one-year from June 21, 2021 to June 20, 2022. Weaver Brothers, Inc. has been storing truck trailers on three parcels via special use permit from June 20, 2019 to June 20, 2021. This request differs from the previous two approved special use permits by including two additional portions of City owned land, as depicted in Attachment C, in order to adjust for actual current usage for parking truck trailers. This requested SUP use is similar to the use of two parcels under a five-year lease from the City by Weaver Brothers for truck storage along Coral Street and allows for a temporary expansion of their business. The attached maps show the location of the parcels requested for a special use permit. The application submitted to the City is also attached to this memorandum.

The Coral Street Airport Zone of the City was appraised at a rate of \$0.50 per square foot and the CPI adjustment for the past year is -1.01%. The annual permit fee would be \$3,442.67 for all five lots based on \$0.50 per square foot, 86,945 total square feet to be used, CPI adjustment of -1.01%, and an 8% of fair market value annual special use permit rate.

The parcels are within the Airport Light Industrial (ALI) Zone of the City and within the Airport Reserve. Pursuant to requirements of the Federal Aviation Administration, the City would reserve the right to cancel this special use permit on 90-days' notice.

The recommendation of the Airport Commission will be provided to City Council as part of their decision process for the special use permit. If City Council approves, City Administration would execute a special use permit for truck trailer storage for 12 months to James H. Doyle, Individually, d/b/a Weaver Brothers, Inc.

Please review the attached draft special use permit and application materials.

What is the recommendation of the Commission to City Council for the special use permit request?

Attachment A: Special Use Permit Application submitted on May 10, 2021.

Attachment B: Map of Lots 1, 2, and 3 requested in the SUP application.

Attachment C: Map of approximately 3,754 square foot and approximately 15,641 square foot portions of City land requested in the SUP application.

Attachment D: The Special Use Permit to Weaver Brothers, Inc. for Trailer Storage.



SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to **JAMES H. DOYLE, INDIVIDUALLY, D/B/A WEAVER BROTHERS, INC.** (PERMITTEE), whose address is P.O. Box 2229, Kenai Alaska 99611, the non-exclusive right to use 86,945 square feet of area as described below:

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 1 BLK 3 (435 Coral Street); and,

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 2 BLK 3 (425 Coral Street); and,

T5N R11W SEC 5 SEWARD MERIDIAN KN 0860076 GUSTY SUB NO 4 LOT 3 BLK 3 (415 Coral Street); and,

Approximately 3,754 square foot portion of T 5N R 11W SEC 5 SEWARD MERIDIAN KN 0890005 GUSTY SUB NO 7 TRACT C-1 as depicted in Attachment C (400 Coral Street); and,

Approximately 15,641 square foot portion of T 5N R 11W SEC 5 & 6 SEWARD MERIDIAN KN PTNS OF SEC 5 & 6 as depicted in Attachment C (700 First Avenue).

1. **TERM.** This special use permit shall be for 12 months from June 21, 2021 to June 20, 2022.
2. **CANCELLATION.** Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel this special use permit on 90-days' notice, either delivered in person to the Permittee or by mail. Any or all personal property shall be removed at Permittee's expense upon cancellation or termination of this agreement.
3. **PERMIT FEES.** The Permittee shall be charged an annual permit fee of \$3,442.67 plus applicable sales tax.

The Permittee shall not use the parcels until paying the City the permit fee.

Checks, bank drafts, or postal money orders shall be made payable to the City of Kenai and delivered to the City Hall, 210 Fidalgo Avenue, Kenai, Alaska 99611.

In addition to the permit fee specified above, the Permittee agrees to pay to the appropriate parties all levies, assessments, and charges as hereinafter provided:

- A. Sales tax nor enforced, or levied in the future, computed upon the permit fee payable in monthly installments whether said fee is paid on a monthly or yearly basis;
- B. All necessary licenses and permits; all lawful taxes and assessments which, during the term hereof may become a lien upon or which may be levied by the State,

Borough, City, or by any other tax levying body, upon any taxable possessory right which Permittee may have in or to the Premises by reason of its use or occupancy or by reason of the terms of this Permit, provided however, that nothing herein contained shall prevent Permittee from contesting any increase in such tax or assessment through procedures provided by law.

- C. Interest at the rate of eight percent (8%) per annum and penalties of ten percent (10%) of any amount of money owed under this Special Use Permit which are not paid on or before the due date.
 - D. Costs and expenses incident to this Special Use Permit, including but not limited to recording costs.
4. **USE.** The use by the Permittee of the Premises is limited to the purpose of Truck Trailer Storage. This use is subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities. Use of the Premises is subject to the following conditions:
- A. Permittee shall use the Premises only for truck trailer storage.
 - B. Trailers must be stored in a manner that will not limit sight lines or create other unsafe driving conditions on adjacent right-of-ways.
 - C. The premises shall be returned to its current condition prior to the end of the term of this Special Use Permit. This shall include the removal of any trash or debris.
 - D. Trailers must be stored in a manner that will not impact any City snow clearing or moving activities.
 - E. Trailers shall be stored such that there will not be oil or other hazardous fluids leaking onto the premises.
 - F. Trailers shall be stored such that there will not be grass or vegetation growing between trailers.
 - G. The Permittee shall follow requirements of the City Fire Marshal and allow City staff to inspect the premises if requested.
 - H. The premises shall not be used to store junked vehicles or other salvaged vehicle or trailer parts.
5. **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, the City is entitled to coverage to the extent of the higher limits.
- A. Garage Liability or Commercial General Liability Insurance, including Premises, all operations, property damage, personal injury and death, broad-form contractual,

with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the City as an additional insured.

- B. Worker's Compensation Insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.
- C. 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 for snow moving and storage activities to, from, or on the Premises. 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 June 21, 2020. The effective date of the insurance shall be no later than June 21, 2020.
 - vi. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. This insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.

6. **INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** The Permittee shall fully indemnify, hold harmless, and defend the City of Kenai, its officers, agents, employees, and volunteers at its own expense from and against any and all actions, damages, costs, liability, claims, losses, judgments, penalties, including reasonable Attorney's fees of or for liability for any wrongful or negligent acts, errors, or omissions of the Permittee, its officers, agents or employees, or any subcontractor under this Permit. The Permittee shall not be required to defend or indemnify the City for any claims of or liability for any wrongful or negligent act, error, or omission solely due to the independent

negligence of the City. If there is a claim of or liability for the joint negligence of the Permittee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be established upon final determination of the percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Permittee" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, for each party. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the Permittee.

7. **PERMITTEE'S OBLIGATION TO PREVENT AND REMOVE LIENS.** Permittee will not permit any liens, including mechanic's, laborer's, construction, supplier's, mining, or any other liens obtainable or available under existing law, to stand against the Premises or improvements on the Premises for any labor or material furnished to Permittee or to any related entity or claimed entity. The Permittee shall have the right to provide a bond as contemplated by State of Alaska law and contest the validity or amount of any such lien or claimed lien. Upon the final determination of the lien or claim for lien, the Permittee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Permittee's own expense.
8. **PERSONALTY.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit. Personal property placed or used upon the Premises and not removed upon termination of this Permit will be removed and/or impounded by the City. Property removed or impounded by the City may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus a storage fee of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its customers.
9. **FORBEARANCE.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement 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.
10. **TERMINATION, DEFAULT.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. The City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety. The City may also terminate this Permit immediately, or upon notice shorter than 30 days, due to a failure of Permittee to comply with conditions and terms of this Permit, which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period to correct the violation or breach.
11. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.

- 12. **ASSIGNMENT.** Permittee may not assign, by grant or implication, the whole any part of this Permit, the Premises, or any improvement on the Premises without the written consent of the City. Unless the City specifically releases the Permittee in writing, the City may hold the Permittee responsible for performing any obligation under this permit which an assignee fails to perform.
- 13. **ASSUMPTION OF RISK.** Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Permit.
- 14. **NO JOINT VENTURE.** The City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises.
- 15. **SURVIVAL.** The obligations and duties of Permittee under paragraphs 5 and 6 of this Permit shall survive the cancellation, termination, or expiration of this Permit.
- 16. **AUTHORITY.** By signing this Permit, Permittee represents that is has read this agreements and consents to be bound by the terms and conditions herein and that the person signing this Permit is duly authorized by the business to bind the business hereunder.

WEAVER BROTHERS, INC.

CITY OF KENAI

By: _____

James H. Doyle
President

Date:

By: _____

Paul Ostrander
City Manager

Date:

By: _____

James H. Doyle
Individually

Date:

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by James H. Doyle, President of Weaver Brothers, Inc., an Alaska limited liability company, on behalf of the company.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by James H. Doyle.

Notary Public for Alaska
My Commission Expires: _____

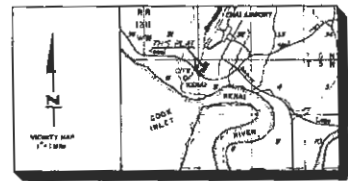
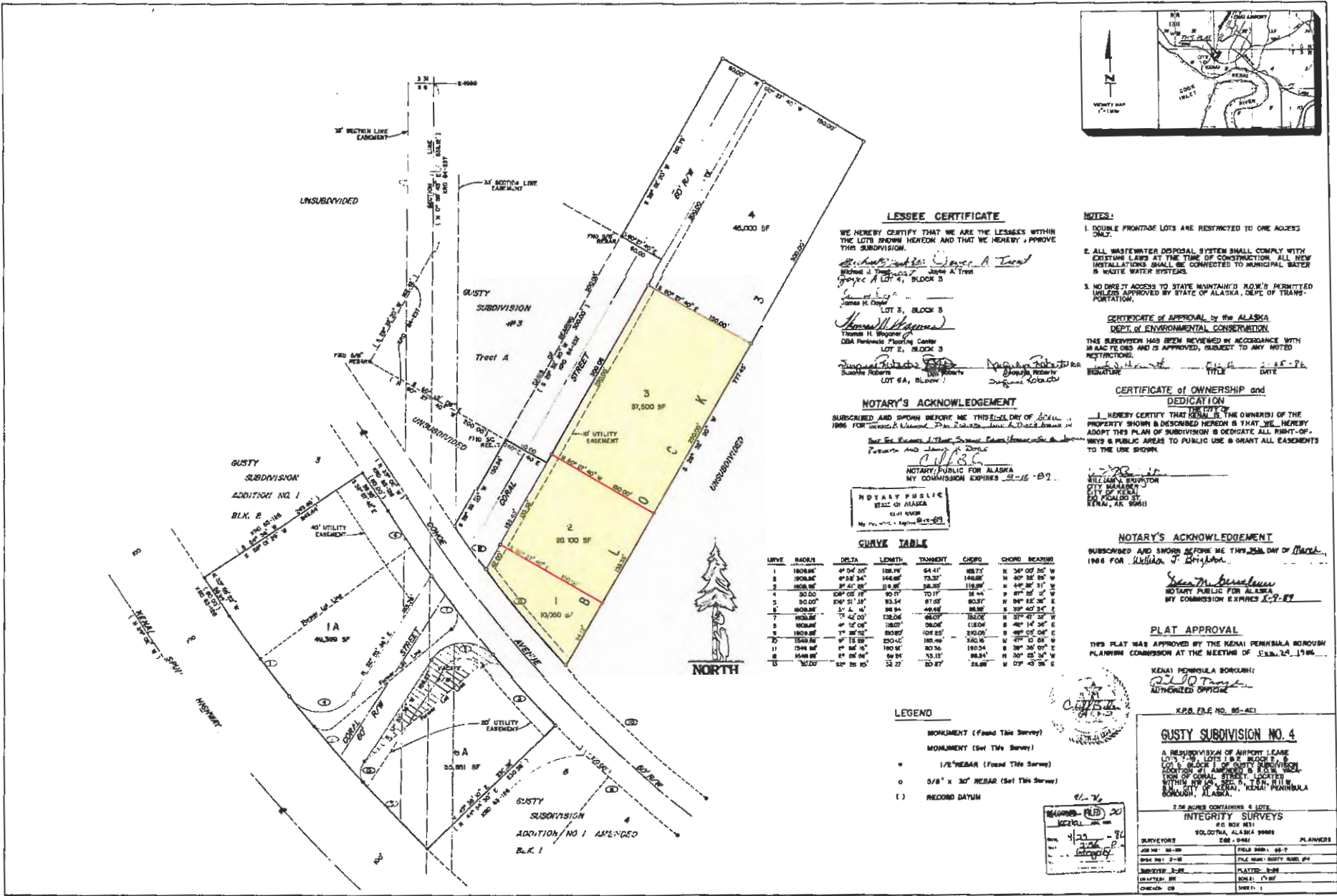
ATTEST:

Jamie Heinz, CMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney



LESSEE CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE LESSEES WITHIN THE LOTS SHOWN HEREON AND THAT WE HEREBY APPROVE THIS SUBDIVISION.

James H. Doyle
 James H. Doyle
 LOT 2, BLOCK 3
Thomas H. Wagoner
 Thomas H. Wagoner
 2224 Parkside Pl. Kenai, Alaska
 LOT 3, BLOCK 3
Suzanne Roberts
 Suzanne Roberts
 LOT 4, BLOCK 3
James H. Doyle
 James H. Doyle
 LOT 4, BLOCK 3

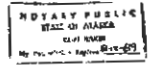
NOTES:

1. DOUBLE FRONTAGE LOTS ARE RESTRICTED TO ONE ACCESS ONLY.
2. ALL WASTEWATER DISPOSAL SYSTEM SHALL COMPLY WITH CURRENT LAWS AT THE TIME OF CONSTRUCTION. ALL NEW INSTALLATIONS SHALL BE CONNECTED TO MUNICIPAL WATER & WASTE WATER SYSTEMS.
3. NO DRIFT ACCESS TO STATE MAINTAINED ROAD IS PERMITTED UNLESS APPROVED BY STATE OF ALASKA, DEPT. OF TRANSPORTATION.

CERTIFICATE OF APPROVAL by the ALASKA DEPT. OF ENVIRONMENTAL CONSERVATION
 THIS SUBDIVISION HAS BEEN REVIEWED IN ACCORDANCE WITH THE ACTS CITED AND IS APPROVED, SUBJECT TO ANY NOTED RESTRICTIONS.
 SIGNATURE: *[Signature]* TITLE: *[Title]* DATE: *[Date]*

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 21st DAY OF *April*, 1986 FOR *James H. Doyle, Thomas H. Wagoner, Suzanne Roberts, James H. Doyle*
 I, *[Signature]*
 Notary Public for Alaska
 My Commission Expires *9-16-89*



CERTIFICATE OF OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT I, WE, HEREBY APPROVE THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHT-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.
 SIGNATURE: *[Signature]* TITLE: *[Title]* DATE: *[Date]*
 WILLIAM A. BRIDGEMAN
 CITY MANAGER
 204 FIDELITY ST.
 KENAI, AK 99501

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 21st DAY OF *April*, 1986 FOR *William A. Bridgeman*
[Signature]
 Notary Public for Alaska
 My Commission Expires *8-9-89*

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF *March 14, 1986*.
 KENAI PENINSULA BOROUGH
[Signature]
 AUTHORIZED OFFICER
 K.P.B. FILE NO. 85-461

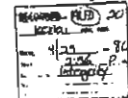


CURVE TABLE

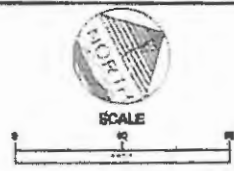
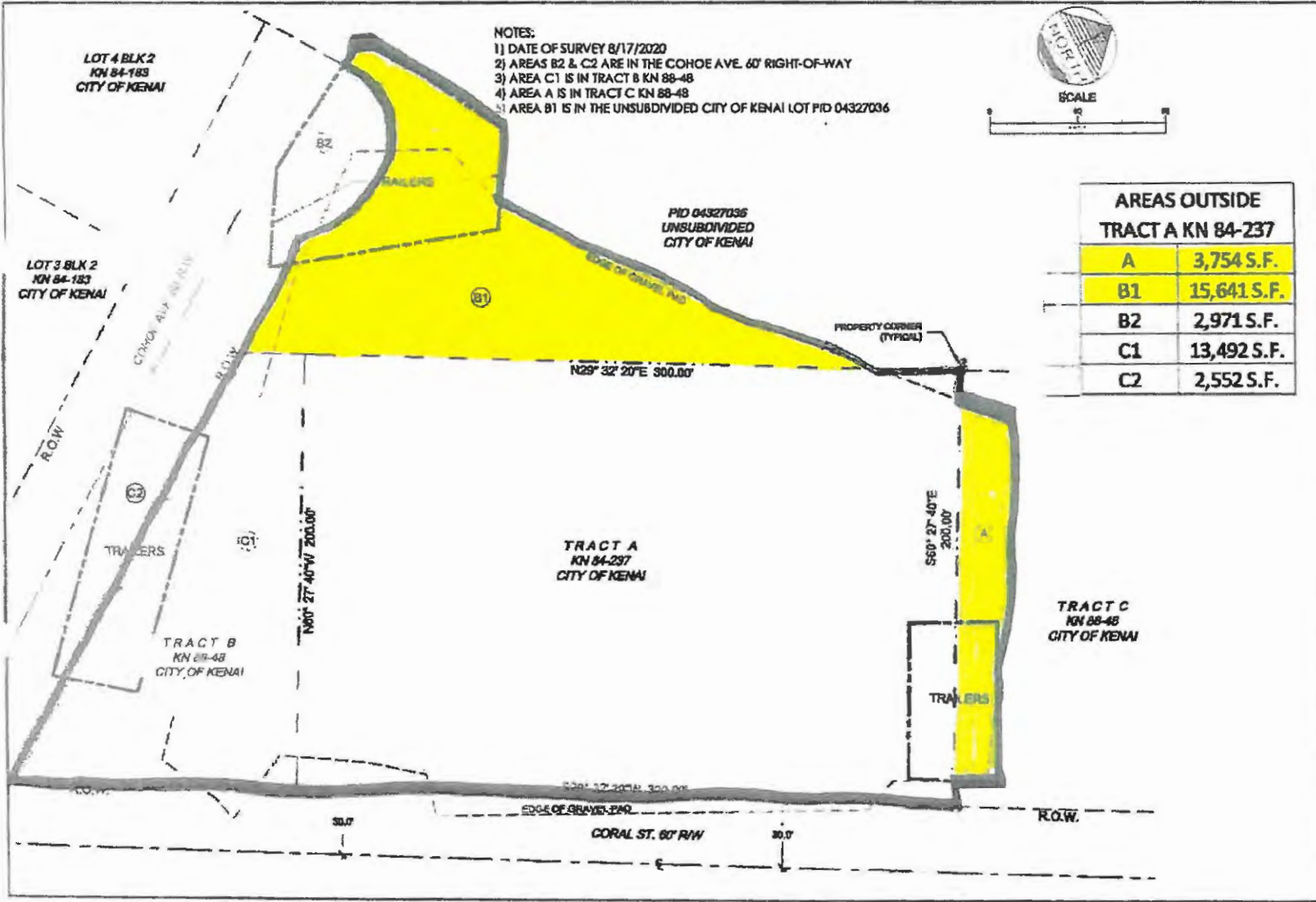
| LINE | BEARNG | DELTA | LENGTH | TANGENT | CHORD | CHORD BEARING |
|------|---------|------------|---------|---------|---------|-----------------|
| 1 | 180°00' | 4° 54' 00" | 128.75 | 64.41' | 128.75' | N 34° 00' 30" W |
| 2 | 180°00' | 0° 58' 36" | 144.88' | 73.32' | 144.88' | N 40° 32' 00" W |
| 3 | 180°00' | 3° 41' 36" | 119.88' | 59.25' | 119.88' | N 44° 30' 30" W |
| 4 | 90°00' | 0° 00' 00" | 90.00' | 0.00' | 90.00' | S 90° 00' 00" W |
| 5 | 90°00' | 0° 00' 00" | 90.00' | 0.00' | 90.00' | S 90° 00' 00" W |
| 6 | 180°00' | 3° 41' 36" | 119.88' | 59.25' | 119.88' | S 44° 30' 30" E |
| 7 | 180°00' | 0° 58' 36" | 144.88' | 73.32' | 144.88' | S 40° 32' 00" E |
| 8 | 180°00' | 4° 54' 00" | 128.75 | 64.41' | 128.75' | S 34° 00' 30" E |
| 9 | 180°00' | 0° 00' 00" | 180.00' | 0.00' | 180.00' | N 0° 00' 00" E |
| 10 | 180°00' | 0° 00' 00" | 180.00' | 0.00' | 180.00' | N 0° 00' 00" E |
| 11 | 180°00' | 0° 00' 00" | 180.00' | 0.00' | 180.00' | N 0° 00' 00" E |
| 12 | 180°00' | 0° 00' 00" | 180.00' | 0.00' | 180.00' | N 0° 00' 00" E |
| 13 | 180°00' | 0° 00' 00" | 180.00' | 0.00' | 180.00' | N 0° 00' 00" E |

LEGEND

- MONUMENT (Found This Survey)
- MONUMENT (Not This Survey)
- 1/2" REBAR (Found This Survey)
- 0 5/8" x 3/8" REBAR (Not This Survey)
- () RECORD DATUM



GUSTY SUBDIVISION NO. 4
 A RESUBDIVISION OF AIRPORT LEASE LOTS 7, 8, LOTS 1 & 2, BLOCK 4, & LOTS 1 & 2, BLOCK 5 OF GUSTY SUBDIVISION ADDITION NO. 1, BLK. 1, LOCATED WITHIN NW 1/4 SEC. 5, T16N R11E BOROUGH, ALASKA.
 2.56 ACRES CONTAINING 6 LOTS
INTEGRITY SURVEYS
 425 8th St.
 SPOKANE, ALASKA 99580
 SURVEYORS: *[Signatures]* PLANNERS:
 JOB NO. 85-100 FIELD BOOK: 85-2
 DATE: 3-2-86 PLAT NO.: GUSTY SUBD. #4
 SURVEYED BY: PLATTER: JWP
 DRAWN BY: SCALE: 1"=80'
 CHECKED: CD SHEET: 1



JIM DOYLE
 DOYLE TRANSPORT
 CITY OF KENAI LOT USE AREAS



McLANE
 Consulting Inc.
 SHEET P1



**City of Kenai
Special Use Permit Application**

PAID MAY 11 2021

Application Date: 5/10/2021

Applicant Information

| | | | | | | | |
|---------------------------|--|-------|----------------------------------|--------|----|-----------|-------|
| Name of Applicant: | JAMES H.DOYLE, INDIVIDUALLY, D/B/A WEAVER BROTHERS, INC. | | | | | | |
| Mailing Address: | PO Box 2229 | City: | Kenai | State: | AK | Zip Code: | 99611 |
| Phone Number(s): | Home Phone: ()283-7638 | | Work/ Message Phone: ()283-7957 | | | | |
| E-mail: (Optional) | kevind@wbialaska.com | | | | | | |
| Name to Appear on Permit: | James Doyle | | | | | | |
| Mailing Address: | PO Box 2229 | City: | Kenai | State: | AK | Zip Code: | 99611 |
| Phone Number(s): | Home Phone: ()283-7638 | | Work/ Message Phone: ()283-7957 | | | | |
| E-mail: (Optional) | kevind@wbialaska.com | | | | | | |
| Type of Applicant: | <input checked="" type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____ | | | | | | |

Property Information

Legal or physical description of the property:
415 PRINCE ST. Kenai, Alaska, 425 Coral St Kenai, Alaska, 485 Coral St. Kenai, Alaska and those areas highlighted in yellow on attached map described as "A" + "B.I"

Description of the proposed business or activity intended: Trailer storage

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)? 1 year

Requested Starting Date: 6/20/2021

| | | | |
|-------------|-----------------------|--------|-----------|
| Signature: | <i>James H. Doyle</i> | Date: | 5/10/2021 |
| Print Name: | James H. Doyle | Title: | President |

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

MEMORANDUM

TO: Airport Commission
THROUGH: Eland Conway, Airport Manager
FROM: Ryan Foster, Planning Director
DATE: June 3, 2021
SUBJECT: SPECIAL USE PERMIT TO STATE OF ALASKA, DIVISION OF FORESTRY FOR AIR TANKER RELOAD BASE

The State of Alaska, Division of Forestry has submitted a Special Use Permit Application for use of an air tanker reload base of that portion of Lot 4, FBO Subdivision No. 7, as delineated as Lot 4A of the proposed plat of FBO Subdivision No. 11, which will be recorded in the Kenai Recording District, Third Judicial District, State of Alaska. The preliminary plat was recommended for approval by the Planning and Zoning Commission on May 12, 2021. The plat has been sent to the Kenai Peninsula Borough for the final approval and recording process.

This parcel was appraised at a rate of \$2.01 per square foot in 2020 and the CPI adjustment for the past year is -1.01%. The annual lease rate would be \$17,160.90 based on \$2.01 per square foot, 107,811 total square feet, CPI adjustment of -1.01%, and an 8% of fair market value annual lease rate.

A Special Use Permit would allow the State of Alaska, Division of Forestry to continue air tanker reload base operations for fire response on July 1, 2021. The Special Use Permit would expire in 1 (one) year on June 30, 2022.

Please review the attached draft special use permit and application materials.

Does the Commission recommend Council approve the execution of a special use permit to the State of Alaska Division of Forestry?

Attachment A: Special Use Permit Application dated March 8, 2021 from the Alaska Division of Forestry requesting use of the proposed Lot 4A, FBO Subdivision No. 11.

Attachment B: Preliminary plat of FBO Subdivision No. 11.

Attachment C: Aerial map of Lots 3 and 4, FBO Subdivision No. 7.

Attachment D: Special Use Permit for State of Alaska, Division of Forestry for Air Tanker Reload Base.



SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to **STATE OF ALASKA DIVISION OF FORESTRY** (PERMITTEE), whose address is 550 W. 7th Avenue, Anchorage, AK 99501, the non-exclusive right to use approximately 107,811± square feet of area as described below:

That portion of Lot 4, FBO Subdivision No. 7, as delineated as Lot 4A of the preliminary plat of FBO Subdivision No. 11, which will be recorded in the Kenai Recording District, Third Judicial District, State of Alaska.

1. **TERM.** This special use permit shall be for 12 months from July 1, 2021 to June 30, 2022.
2. **CANCELLATION.** Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel this special use permit on 90-days' notice, either delivered in person to the Permittee or by mail. Any or all personal property shall be removed at Permittee's expense upon cancellation or termination of this agreement.
3. **PERMIT FEES.** The Permittee shall be charged an annual permit fee of \$17,160.90 plus applicable sales tax.

The Permittee shall not use the parcels until starting monthly payments to the City for the permit fee.

Checks, bank drafts, or postal money orders shall be made payable to the City of Kenai and delivered to the City Hall, 210 Fidalgo Avenue, Kenai, Alaska 99611.

In addition to the permit fee specified above, the Permittee agrees to pay to the appropriate parties all levies, assessments, and charges as hereinafter provided:

- A. Sales tax not enforced, or levied in the future, computed upon the permit fee payable in monthly installments whether said fee is paid on a monthly or yearly basis;
- B. All necessary licenses and permits; all lawful taxes and assessments which, during the term hereof may become a lien upon or which may be levied by the State, Borough, City, or by any other tax levying body, upon any taxable possessory right which Permittee may have in or to the Premises by reason of its use or occupancy or by reason of the terms of this Permit, provided however, that nothing herein contained shall prevent Permittee from contesting any increase in such tax or assessment through procedures provided by law.
- C. Interest at the rate of eight percent (8%) per annum and penalties of ten percent (10%) of any amount of money owed under this Special Use Permit which are not paid on or before the due date.
- D. Costs and expenses incident to this Special Use Permit, including but not limited to recording costs.

4. **USE.** The use by the Permittee of the Premises is limited to the purpose of an air tanker reload base. This use is subject to City, Borough, and State laws and regulations and the reasonable administrative actions of the City for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities. Use of the Premises is subject to the following conditions:
- A. Permittee shall use the Premises only for the purpose of an air tanker reload base.
 - B. The premises shall be returned to its current condition prior to the end of the term of this Special Use Permit. This shall include the removal of any trash or debris.
 - C. The Permittee shall follow requirements of the City Fire Marshal and allow City staff to inspect the premises if requested.
5. **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, the City is entitled to coverage to the extent of the higher limits.
- A. General Liability or Commercial General Liability Insurance, including Premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the City as an additional insured.
 - B. Worker's Compensation Insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.
 - C. 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 for snow moving and storage activities to, from, or on the Premises. 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 July 1, 2021. The effective date of the insurance shall be no later than July 1, 2021.
- vi. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. This insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.

6. **INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** The Permittee shall fully indemnify, hold harmless, and defend the City of Kenai, its officers, agents, employees, and volunteers at its own expense from and against any and all actions, damages, costs, liability, claims, losses, judgments, penalties, including reasonable Attorney's fees of or for liability for any wrongful or negligent acts, errors, or omissions of the Permittee, its officers, agents or employees, or any subcontractor under this Permit. The Permittee shall not be required to defend or indemnify the City for any claims of or liability for any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of or liability for the joint negligence of the Permittee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be established upon final determination of the percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Permittee" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, for each party. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the Permittee.

7. **PERMITTEE'S OBLIGATION TO PREVENT AND REMOVE LIENS.** Permittee will not permit any liens, including mechanic's, laborer's, construction, supplier's, mining, or any other liens obtainable or available under existing law, to stand against the Premises or improvements on the Premises for any labor or material furnished to Permittee or to any related entity or claimed entity. The Permittee shall have the right to provide a bond as contemplated by State of Alaska law and contest the validity or amount of any such lien or claimed lien. Upon the final determination of the lien or claim for lien, the Permittee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Permittee's own expense.

8. **PERSONALTY.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit. Personal property placed or used upon the Premises and not removed upon termination of this Permit will be removed and/or impounded by the City. Property removed or impounded by the City may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus a storage fee of \$25 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or its customers.

9. **FORBEARANCE.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement 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.
10. **TERMINATION, DEFAULT.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. The City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety. The City may also terminate this Permit immediately, or upon notice shorter than 30 days, due to a failure of Permittee to comply with conditions and terms of this Permit, which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period to correct the violation or breach.
11. **NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.
12. **ASSIGNMENT.** Permittee may not assign, by grant or implication, the whole any part of this Permit, the Premises, or any improvement on the Premises without the written consent of the City. Unless the City specifically releases the Permittee in writing, the City may hold the Permittee responsible for performing any obligation under this permit which an assignee fails to perform.
13. **ASSUMPTION OF RISK.** Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on the Premises and its exercise of the privileges granted in this Permit.
14. **NO JOINT VENTURE.** The City shall not be construed or held to be a partner or joint venturer of Permittee in the conduct of its business or activities on the Premises.
15. **SURVIVAL.** The obligations and duties of Permittee under paragraphs 5 and 6 of this Permit shall survive the cancellation, termination, or expiration of this Permit.
16. **AUTHORITY.** By signing this Permit, Permittee represents that is has read this agreements and consents to be bound by the terms and conditions herein and that the person signing this Permit is duly authorized by the business to bind the business hereunder.

STATE OF ALASKA DIVISION OF FORESTRY CITY OF KENAI

By: _____

By: _____

Michael Burkhead
Procurement Specialist III

Date:

Paul Ostrander
City Manager

Date:

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager of the City of Kenai, Alaska, an Alaska home rule municipality, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by John Sliwinski, Vice-President of Alaska Air Fuel, Inc., on behalf of the corporation.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, MMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney

LEGEND:

- ⊗ 2 1/2" BRASS CAP MONUMENT OLD 1921 FOUND
- ⊙ 3 1/4" ALUM. CAP MONUMENT FOUND
- ⊕ 3 1/4" ALUM. CAP MONUMENT L58101 2008 RECORD
- () RECORD DATUM PLAT 2007-8, KR0

NOTES:

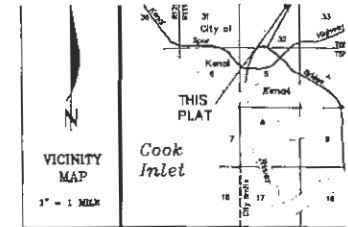
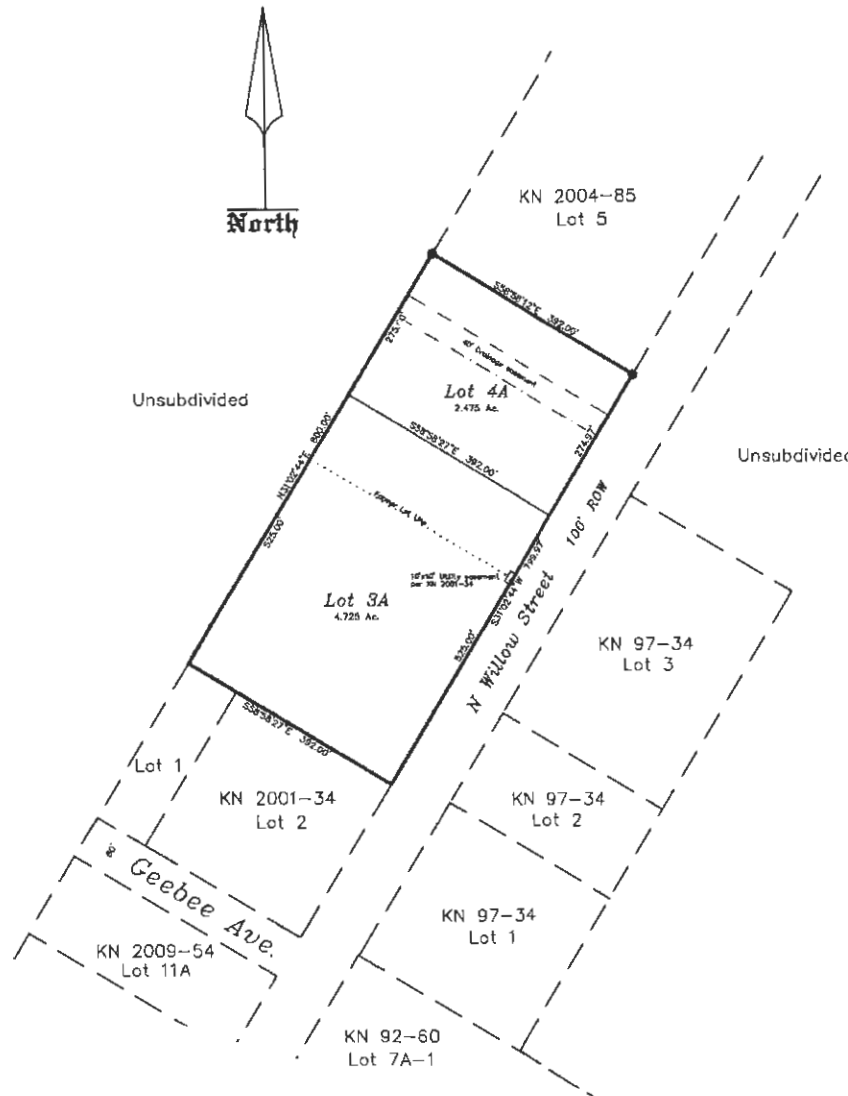
- 1) This plot is subject to City of Kenai zoning regulations.
- 2) Basis of bearing taken from Bonan Park 2007 Replat, Plat 2007-8, Kenai Recording District.
- 3) Further development of the property shall conform to all federal, State of Alaska, and local regulations.
- 4) These lots are served by city water and sewer.
- 5) Existing buried powerline(s) is the centerline of a 15' wide electrical distribution line easement.
- 6) Front 10 feet adjacent to rights-of-way is an utility easement. No permanent structures shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 7) **WASTEWATER DISPOSAL:** Plans for wastewater disposal, that meet regulatory requirements are on file at the Department of Environmental Conservation.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the measurements shown herein actually exist as described, and all dimensions and other details are correct.

Date _____



CERTIFICATE of OWNERSHIP and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE CITY OF KENAI IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND ON BEHALF OF THE CITY OF KENAI, I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DELEGATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

PAUL OSWALDER, CITY MANAGER
 CITY OF KENAI
 210 FIDALGO AVENUE, SUITE 200
 KENAI, ALASKA 99511

NOTARY'S ACKNOWLEDGEMENT

FOR _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES _____

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF

KENAI PENINSULA BOROUGH

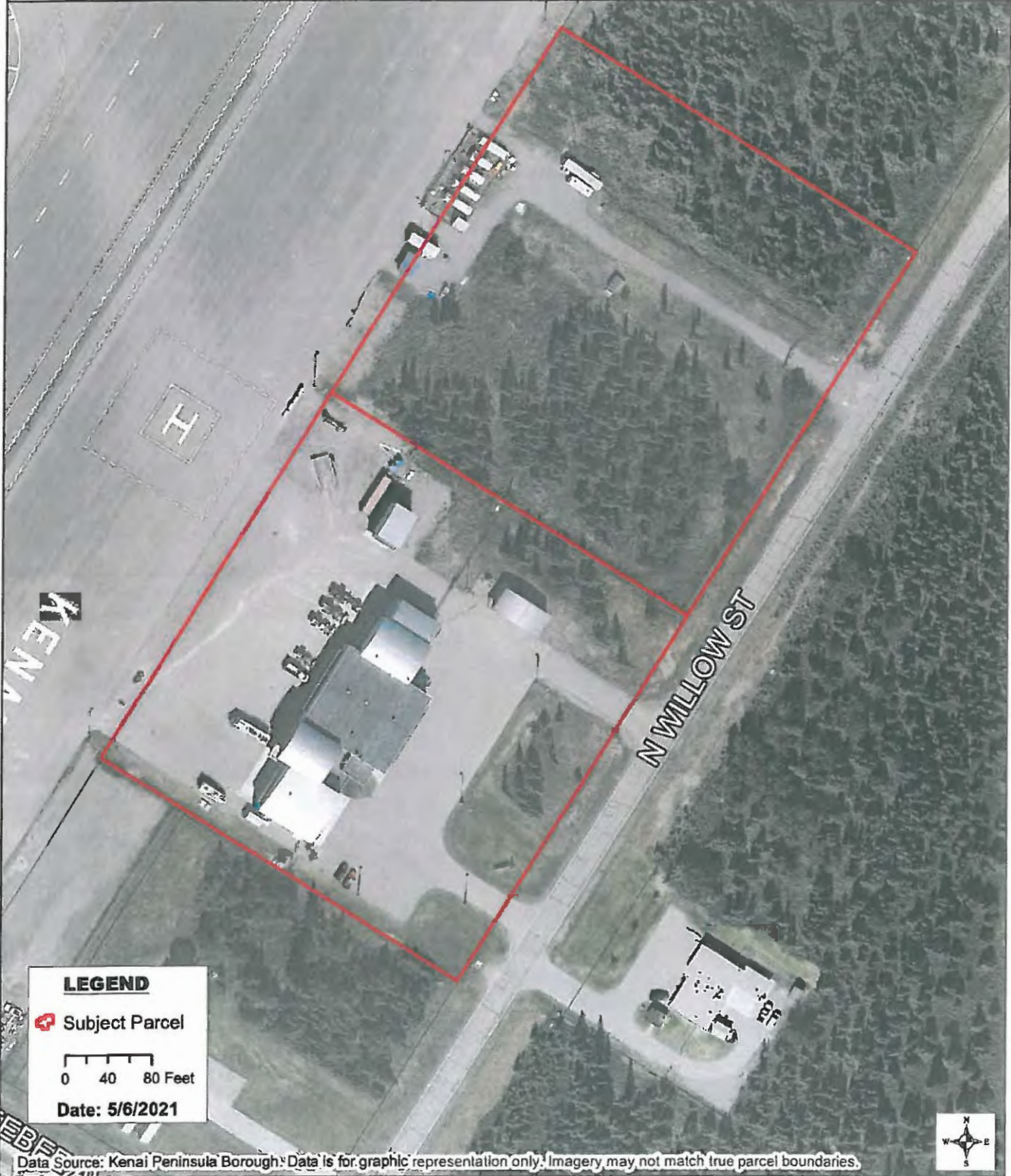
AUTHORIZED OFFICIAL _____

KPB FILE No. _____

| | |
|---|--|
| <p>FBO Subdivision No. 11</p> <p>A re-subdivision of Lots 3 and 4 FBO Subdivision No. 7, Plat 2001-34, Kenai Recording District.</p> <p>Located within NE1/4 Section 32, T6N, R11W, S4M., City of Kenai, Kenai Peninsula Borough, Alaska.</p> <p>Containing 7.199 Ac.</p> | |
| <p>Surveyor Segesser Surveys 30406 Rowland St. Soldotna, AK 99589 (907) 282-3909</p> | <p>Owner City of Kenai 210 Fidalgo Ave, Ste 200 Kenai, Alaska 99511</p> |
| <p>JOB NO. 21007</p> | <p>DRAWN: S-8-21</p> |
| <p>SURVEYED:</p> | <p>SCALE: 1"=100'</p> |



PZ2021-14 FBO SUBDIVISION NO. 11
KPB #04336039 and 04336040
515 N. Willow St. and 525 N. Willow St.
Lots 3 and 4, FBO Subd. No. 7





**City of Kenai
Special Use Permit
Application**

| | |
|-------------------|-----------|
| Application Date: | 4.29.2021 |
|-------------------|-----------|

Applicant Information

| | | | | | | | |
|---------------------------|--|-------|-----------------------------------|--------|----|-----------|-------|
| Name of Applicant: | State of Alaska Division of Forestry | | | | | | |
| Mailing Address: | 550 W. 7th Ave. | City: | Anchorage | State: | AK | Zip Code: | 99501 |
| Phone Number(s): | Home Phone: () 269-8461 | | Work/ Message Phone: () 269-8461 | | | | |
| E-mail: (Optional) | michael.burkhead@alaska.gov | | | | | | |
| Name to Appear on Permit: | State of Alaska | | | | | | |
| Mailing Address: | 550 W. 7th Ave. | City: | Anchorage | State: | AK | Zip Code: | 99501 |
| Phone Number(s): | Home Phone: () 269-8461 | | Work/ Message Phone: () 269-8461 | | | | |
| E-mail: (Optional) | michael.burkhead@alaska.gov | | | | | | |
| Type of Applicant: | <input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____ | | | | | | |

Property Information

Legal or physical description of the property:
 Lot 4, FBO subdivision No. 7, According to Plat No. 2001-34

Description of the proposed business or activity intended: Air Tanker Reload Base

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)? 1 year

Requested Starting Date: July 1, 2021

| | | | |
|------------|---|-------|-----------|
| Signature: | Michael Burkhead 337217 <small>Digitally signed by Michael Burkhead 337217 Date: 2021.04.29 15:37:39 -08'00'</small> | Date: | 4.29.2021 |
|------------|---|-------|-----------|

| | | | |
|-------------|------------------|--------|----------------------------|
| Print Name: | Michael Burkhead | Title: | Procurement Specialist III |
|-------------|------------------|--------|----------------------------|

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



Kenai City Council - Regular Meeting

May 19, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

Action Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED PUBLIC COMMENTS

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

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3210-2021** - Amending Kenai Municipal Code Sections 23.25.020 - Pay Plan and Adoption, 23.55.020 – Compensation Structure by Grade for Employees in the Classified Service, 23.55.050 – Hourly Rates, Removing the Appended Salary Schedule from the City’s Code of Ordinances to Allow for Adoption of the Salary Schedule through the Ordinance Adopting a Budget for the Following Fiscal Year or by Resolution. (Administration)
[Clerk’s Note: At the May 5th Meeting, this Ordinance was Postponed to this Meeting; a Motion to Enact is On the Floor.]
 - **Substitute Ordinance No. 3210-2021** – Amending Kenai Municipal Code Sections 23.20.010 – Initial Classification, 23.20.020 – Revisions to Classification Plan, 23.25.020 – Pay Plan and Adoption, 23.55.020 – Compensation Structure by Grade for Employees in the Classified Service, 23.50.010 – Employee Classification, 23.55.050 – Hourly Rates, to Remove the Appended Salary Schedule and Classification Plan from the City’s Code of Ordinances to Allow for Adoption of the Salary Schedule and Classification Plan Before July 1 Each Year Through the Ordinance Adopting a Budget for the Following Fiscal Year or by Resolution. (Administration)

2. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3211-2021** - Adopting the Annual Budget for the Fiscal Year Commencing July 1, 2021 and Ending June 30, 2022 and Committing \$4,898,000 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
 - **Substitute Ordinance No. 3211-2021** – Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2021 and Ending June 30, 2022 and Committing \$4,898,000 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3212-2021** - Increasing Estimated Revenues and Appropriations in the Airport Fund, Airfield and Administration Departments for Expenditures in Excess of Budgeted Amounts Related to Additional Temporary Hours and Overtime Hours Needed for Winter Snow Removal Activity and Leave Cash-In Amounts in Excess of Budgeted Amounts Caused by Employee Retirement. (Administration)
4. **FAILED. Ordinance No. 3213-2021** - Increasing Revenues and Appropriations in the General, Airport, Water and Sewer and Senior Citizen Funds for City Employee COVID-19 Resilience Pay and Authorizing Payments to Employees on a Retroactive Monthly Basis. (Council Member Glendening, Council Member Winger)
5. **ADOPTED UNANIMOUSLY. Resolution No. 2021-30** - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2021 and Ending June 30, 2022. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2021-31** - Amending its Comprehensive Schedule of Rates, Charges, and Fees to Incorporate Changes Included in the FY2022 Budget to Include Adjusting Terminal Fees Consistent with the City's Five-Year Airline Operating Agreement, Airport Reserve Land Annual Lease Rates, and Adjusting the Monthly Rental Rates at Vintage Pointe, Eliminating the Fire Departments Fee for Medical Treatment Without Transportation of the Patient, Creating a Fee for Internal Apartment Moves at Vintage Point Manor, No Fees Associated with the City's Operation of the Kenai Recreation Center, Adding a Conference Room Rental Fee for the Airport and Amending the City's Library Fees. (Administration)
7. **ADOPTED UNANIMOUSLY. Resolution No. 2021-32** - Authorizing the Purchase of Airport Snow Removal Equipment and Accessories Utilizing the State of Alaska Cooperative Fleet Purchasing Agreement. (Administration)
8. **ADOPTED UNANIMOUSLY. Resolution No. 2021-33** - Authorizing a Budget Transfer in the General Fund, Non-Departmental Department to Provide Supplemental Funding for the Shop Local Economic Stimulus Program, Authorizing an Amendment of the Program to Extend the Date Vouchers Must Be Spent, and Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement with the Kenai Chamber of Commerce and Visitor Center for Administration of the Program. (Administration)
9. **ADOPTED. Resolution No. 2021-34** - Further Extending the Disaster Emergency Declaration for the City of Kenai Made on March 18, 2020 in Response to the COVID-19 Health Emergency. (Administration)

E. MINUTES

1. **APPROVED BY THE CONSENT AGENDA.** *Regular Meeting of May 5, 2021. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Bills to be Ratified. (Administration)
2. **REMOVED FROM THE AGENDA.** *Action/Approval - Purchase Orders Over \$15,000. (Administration)
3. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/2/2021.** *Ordinance No. 3214-2021 - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and the Airport Snow Removal Equipment Capital Project Funds to Provide Supplemental Funding for the Replacement of the Wide-Area Tractor and Mower. (Administration)
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/2/2021.** *Ordinance No. 3215-2021 - Increasing Estimated Revenues and Appropriations in the Water and Sewer Special Revenue and Water and Sewer Capital Projects Funds to Provide Supplemental Funding for the Wellhouse #1 Relocation Project and Authorizing the Issuance of a Contract for the Project. (Administration)
5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/2/2021.** *Ordinance No. 3216-2021 - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Terminal Improvement Capital Project Fund to Provide Additional Local Share to the Terminal Rehabilitation Project and to Provide Funding to Install Wireless Internet Service for the Public. (Administration)
6. **Discussion** - COVID-19 Response. (Administration)

H. COMMISSION / COMMITTEE REPORTS

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Purchase Orders Between \$2,500 and \$15,000
2. Boy Scouts of America Letter
3. CIRCAC Directors Report

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

Join Zoom Meeting

<https://us02web.zoom.us/j/89477390282>

Meeting ID: 894 7739 0282 **Passcode:** 622951

OR

Dial In: (253) 215-8782 or (301) 715-8592

Meeting ID: 894 7739 0282 **Passcode:** 622951



Kenai City Council - Regular Meeting

June 02, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

Action Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED PUBLIC COMMENTS

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

1. **Robert Ruffner** - Cook Inlet Fisheries Update

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY. Ordinance No. 3214-2021** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and the Airport Snow Removal Equipment Capital Project Funds to Provide Supplemental Funding for the Replacement of the Wide-Area Tractor and Mower. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3215-2021** - Increasing Estimated Revenues and Appropriations in the Water and Sewer Special Revenue and Water and Sewer Capital Projects Funds to Provide Supplemental Funding for the Wellhouse #1 Relocation Project and Authorizing the Issuance of a Contract for the Project. (Administration)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3216-2021** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Terminal Improvement Capital Project Fund to Provide Additional Local Share to the Terminal Rehabilitation Project and to Provide Funding to Install Wireless Internet Service for the Public. (Administration)

4. **ADOPTED UNANIMOUSLY. Resolution No. 2021-35** - Awarding a Professional Services Agreement and Issuing a Purchase Order for Design Services for the Kenai Bluff Stabilization Project. (Administration)
5. **ADOPTED UNANIMOUSLY. Resolution No. 2021-36** - Authorizing the Purchase of a New Grader for the Streets Department through Utilization of the State of Alaska Procurement Contract and Issuance of a Purchase Order. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2021-37** - Approving an Amendment to a Lease of Airport Reserve Lands Using the Standard Lease Form Between the City of Kenai and Soar International Ministries, Incorporated, for Tract A-2, General Aviation Apron Subdivision No.7. (Administration)
7. **ADOPTED. Resolution No. 2021-38** - Authorizing Contracts for Employee Health Care and Other Benefits Effective July 1, 2021. (Administration)
8. **ADOPTED UNANIMOUSLY. Resolution No. 2021-39** - Authorizing Renewal of the City's Insurance Coverage with Alaska Municipal League Joint Insurance Association for July 1, 2021 through June 30, 2022. (Administration)

E. MINUTES

1. **APPROVED BY THE CONSENT AGENDA.** *Regular Meeting of May 19, 2021. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Bills to be Ratified. (Administration)
2. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/16/2021.** *Ordinance No. 3217-2021 - Conditionally Donating Certain City Owned Property Described as Two Approximate 1 1/4 Acre Parcels to be Subdivided from a Portion of the 72 Acre More or Less Portion of the SE 1/4 Lying East of Tract A Kenai Meadows (KPB Parcel No. 039 010 65) To Kenai Peninsula Housing Initiative for the Development of Restricted Income and Senior Housing. (Mayor Gabriel, Vice Mayor Molloy, Council Member Winger)
3. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/16/2021.** *Ordinance No. 3218-2021 - Accepting and Appropriating Drug Seizure Funds into the Police Small Tools Account. (Administration)
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/16/2021.** *Ordinance No. 3219-2021 - Conditionally Donating Certain City Owned Property Described as One Approximate 2 Acre Parcel to be Subdivided from a Portion of the 6.8 Acre More or Less Portion of the East of Tract 4, Baron Park Subdivision (KPB Parcel No. 045 01 035) to Triumvirate Theatre for the Development of a Theatre Facility. (Administration)

5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 6/16/2021.**
*Ordinance No. 3220-2021 - Authorizing a Tourism, Travel, and Hospitality Services Economic Stimulus Program to Benefit Certain Kenai Small Businesses and Award of a Professional Services Agreement to the Kenai Chamber of Commerce and Visitor Center for Administration of the Program. (Administration)
6. **APPROVED BY THE CONSENT AGENDA. *Action/Approval** - Special Use Permit to Crowley Fuels, LLC, for Aviation Fueling on the Apron Fueling Area. (Eland Conway)
7. **HEARINGS SET FOR 7/20/21 AT 6:00 P.M. AND 7/23/21 AT 6:00 P.M. Discussion** - Set Board of Adjustment Hearings for Two Appeals. (City Clerk)

H. COMMISSION / COMMITTEE REPORTS

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

1. Negotiate a Settlement Agreement with Ron and Shirley Smith Regarding Utility Fees for 11440 Kenai Spur Highway Pursuant to AS 44.62.310(c)(1) a Matter of Which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City.

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/89022372498>

Meeting ID: 890 2237 2498 **Passcode:** 207016

OR

Dial In: (253) 215-8782 or (301) 715-8592

Meeting ID: 890 2237 2498 **Passcode:** 207016



KENAI

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

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Eland Conway, Airport Manager
DATE: May 19, 2021
SUBJECT: **Airport Mid-Month Report May 2021**

Aircraft Rescue and Firefighting Trucks (ARFF) – The two OSHKOSH ARFF vehicles are scheduled for delivery July 2021. Public Works staff is scheduled to inspect equipment at the manufacturer’s facility on June 7, 2021.

2020/2021 Sand/SRE Storage Building – This project is looking at potential delays due to material and labor shortages. Pre-manufactured Building Supplier is struggling with shop drawings and fabrication of materials. More information will be provided next month. It appears unlikely this building will be constructed in time to store sand prior to the start of 2021 winter season.

2021 Acquire Snow Removal Equipment (SRE) – FAA authorization was received to proceed with the purchase of a new replacement Snow Blower and Broom for runway maintenance. Resolution 2021-32 to go before council at the 5/19/21 meeting; a future Ordinance appropriating funds from the FAA will be forthcoming once grant amounts are confirmed. Staff is looking to secure order now based on the long lead time of this equipment.

Airport Airfield Drainage – As of April 16th, 2021, bid ready plans and specifications are at 95% complete. After we receive CatEx and authorization to bid approval from the FAA, HDL will finalize any comments received within final bid docs in anticipation of a formal bid release in early June 2021.

Tractor & Mower – Anticipated arrival is August 2021

Administration Report

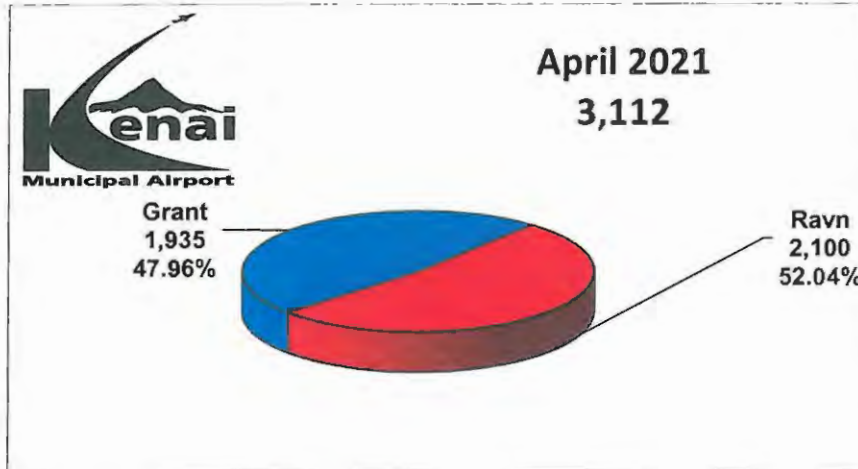
- Eland Conway is the new Kenai Municipal Airport Manager and will be starting May 17, 2021. Prior to joining the City of Kenai, he was the Marketing & Communications Manager at Ted Stevens Anchorage International Airport (ANC). Eland’s experience includes 15 years in airport operations—starting at the Westchester County Airport in New York, the Mason City Municipal Airport in Iowa, and joining the ANC operations

team in 2008. From 2008 until 2018 Eland was the administrator of the ANC Airport Emergency Plan and directed three full-scale airport disaster exercises. He is an instrument rated pilot and a Certified Member of the American Association of Airport Executives.

- Airport Manager will be out of office June 1-18, 2021.
- FAA Airport Certification Inspection rescheduled to July 6-8
- TSA Inspection scheduled July 26-27, 2021



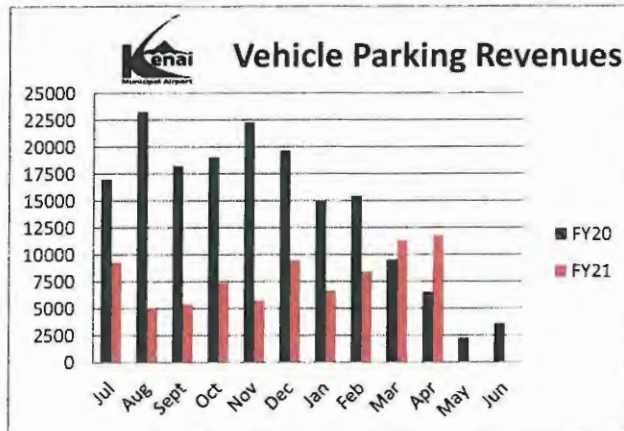
April
Enplanement Report



| Month | RAVN ALASKA | GRANT AVIATION | Total 2021 | 2020 | Change from 2020 |
|---------------|--------------|----------------|------------|--------|------------------|
| January | 1,606 | 1,783 | 3,389 | 6,390 | -3,001 |
| February | 1,636 | 1,476 | 3,112 | 5,930 | -2,818 |
| March | 2,161 | 1,966 | 4,127 | 1,317 | 2,810 |
| April | 2,100 | 1,935 | 4,035 | 359 | 3,676 |
| May | | | | 702 | |
| June | | | | 1,367 | |
| July | | | | 2,445 | |
| August | | | | 3,063 | |
| September | | | | 2,806 | |
| October | | | | 2,606 | |
| November | | | | 2,366 | |
| December | | | | 3,080 | |
| Totals | 7,503 | 7,160 | 14,663 | 32,431 | 667 |

Terminal - Vehicle Parking Revenues

| April | | FY20 Total | |
|-------|----------|------------|-----------|
| FY20 | \$6,503 | FY20 Total | \$171,739 |
| FY21 | \$11,757 | FY21 YTD | \$80,379 |



LESSOR _____

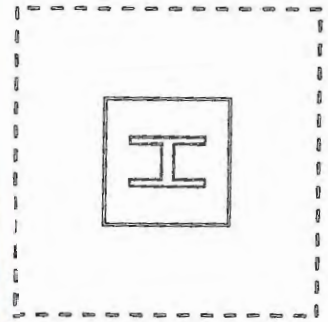
LESSEE _____

RAMBLER AIR
10,730 SQ. FT.

GRANT
10,730 SQ. FT.

PASSENGER SAFETY ZONE

RAVN
31,755 SQ. FT.



THIS DRAWING NOT TO SCALE

KENAI MUNICIPAL AIRPORT
TERMINAL

KENAI MUNICIPAL AIRPORT
EXHIBIT E APRON AIRCRAFT PARKING
KENAI, ALASKA