

**CITY OF KENAI  
KENAI MUNICIPAL AIRPORT  
BUSINESS ACTIVITY AND AIRPORT ACCESS PERMIT**

The City of Kenai (City) grants to \_\_\_\_\_ (Permittee), whose address is \_\_\_\_\_, a business activity and airport access permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

**1. Permitted Activities.** Permittee is permitted access to the Kenai Municipal Airport for aeronautical and/or aviation-related activities only. The City authorizes Permittee's access to the Airport for the following purposes as signified below by a mark in the appropriate boxes.

- ☐ Aircraft Maintenance or Aircraft Support Facilities Maintenance
- ☐ Mobile Aircraft or Storage Tank Fueling (Wing & Bulk) and/or Defueling
- ☐ Water Extraction from Float Plane Basin
- ☐ Use of Float Plane Basin Parking Apron
- ☐ Aircraft Ground Handling Services
- ☐ Catering for In-Flight Meals
- ☐ Mobile Food Service Business
- ☐ Chauffeur Services

Permitted Activities of Permittee are more specifically describes as follows:

---

---

---

---

---

Permittee shall have the right of ingress and egress to the Airport using only designated gate access locations (requiring a proximity card) as a mobile service provider to conduct the Permitted Activities described above. Access rights are for Permittee's use only and may not be transferred or assigned.

**2. Term.** The term of this Permit shall be for \_\_\_\_\_ year(s), commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**3. Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:

**A. Aircraft Maintenance or Aircraft Support Facilities Maintenance:** Permittee shall pay a fee of fifty dollars (\$50.00) for airport access annually for each of its mechanics seeking access to the airport during the term of this Permit.

**B. Mobile Aircraft or Storage Tank Fueling (Wing & Bulk) and/or Defueling:** Permittee shall pay the following fees:

- i. an annual fee of one hundred dollars (\$100.00) for airport access during the term of this Permit;
- ii. a fuel dispensing fee of two cents (\$0.02) per gallon of fuel actually dispensed; and,
- iii. a fuel flowage fee of two cents (\$0.02) per gallon for wing fuel.

**C. Water Extraction:** Permittee shall pay an annual fee of one hundred dollars (\$100.00) for access to the airport for water extraction. The City reserves the right to assess fees per load of water extracted (or upon another basis measured by trips or volumes extracted) upon at least 10 days' prior notice to Permittee.

**D. Non-Tenant Use of Float Plane Basin Parking Apron; Aircraft Ground Handling Services:** Permittee shall pay an annual fee of seventy-five dollars (\$75.00).

**E. Catering For In-Flight Meals; Mobile Food Service Business; Chauffeur Services:** Permittee shall pay an annual fee of fifty dollars (\$50.00) for airport access.

**F. Proximity Card for Gate Access:** In addition to access and any fuel flowage or other fees, Permittee shall pay a deposit of one hundred dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the Permitted Activities. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.

**G. Other Fees:** City may assess additional fees for aviation or aviation support activities not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

Payments shall be directed to City of Kenai, Attn: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611. Annual fees are due immediately upon signing of this Permit and expire at the end of each calendar year and shall not be prorated. Fuel dispensing and fuel flowage fees are due on or before the 15<sup>th</sup> day of each month for the previous month's activity. In the event of delinquency, interest at the rate of 10% percent per annum, and penalty of 10% shall also be due. Interest shall accrue from the date due until the date paid in full.

**4. Fuel Sales Certified Activity Report.** A Permittee providing fuel sales shall file a Fuel Sales Certified Activity Report with the City on a form acceptable to the City. Permittee shall accurately and contemporaneously document all information required in a Fuel Sales Certified Activity Report and shall maintain its books and records in accordance with generally accepted accounting principles. City shall have the right to audit Permittee's books and records, including electronic data and text files, regarding Permittee's activities that are subject to the certified activity reporting under this Permit. Books and records, however recorded or stored, shall be preserved by Permittee for a minimum of three years from the last entry of information related to activities subject to the certified activity reporting.

**5. Airport Operations.** Permittee shall ensure that the Permittee, its employees, and 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 the 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 and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, 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. Radio Transmitting Equipment.** Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

**9. Insurance.** City establishes the minimum insurance requirements as they pertain to the particular activity to be performed. The minimum insurance requirements for this Permit are set forth in Attachment A which is incorporated herein by reference.

**10. Assumption of Risk.** Permittee assumes full control and sole responsibility as between Permittee and City for the activities of Permittee, its personnel, employees, and persons acting on behalf of or under the authority of the Permittee anywhere on the 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.

**11. 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 its activities on and/or access to the Kenai Municipal Airport and its exercise of the privileges granted in this Permit. This shall be a continuing release and shall remain in effect after termination of this Permit.

**12. Fuel Spill Prevention and Response Plan.** If the Permittee is allowed to provide fuel services under this Permit (fueling or defueling), Permittee shall provide to the City an acceptable Fuel Spill Prevention and Response Plan and will maintain fuel spill and response capability. Permittee further agrees to have a copy of the Fuel Spill Prevention and Response Plan located in the Permittee's fuel dispensing equipment at all times. Permittee must comply with the Airport's Storm Water Pollution Prevention Plan as appropriate to Permittee's activities.

Permittee shall not store any personal property, solid waste, petroleum products, Hazardous Material as defined by 14 CFR § 171.8, hazardous waste (ignitable, corrosive, reactive, or toxic) or any hazardous substance on any portion of the Airport. Permittee is aware that there are significant penalties for improperly disposing of the Hazardous Materials and other waste and for submitting false information regarding Hazardous Materials, including the possibility of fine and imprisonment for knowing violations.

Permittee shall immediately remove the material in the event of spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement or surface in or on any area of the Airport.

Permittee may not construct or install any above-ground or underground fuel storage tanks or dispensing systems at the Airport.

No person shall smoke on an aircraft parking ramp, inside an aircraft hangar, or within 50 feet of any aircraft fuel facility or fuel truck.

Permittee is subject to FAA Advisory Circular 150/5230-4A Aircraft Fuel Storage, Handling, and Dispensing on Airports, the National Fire Protection Associations' "Standard for Aircraft Fueling Servicing" in NFPA 407 (version required by FAA), and the International Fire Codes (version required by FAA). All inspections of fuel facilities, by the City or other regulating entities to which Permittee is subject, shall be conducted to assure compliance with the fire safety practices listed in these referenced documents.

**13. Hazardous Substances and Materials.** Permittee shall conform and be subject to the requirements of 14 CFR § 139.321 regarding the handling and storage of hazardous substances and materials.

**14. 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.

**15. 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 the City upon request by the City.

**16. 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.

**17. 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.

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

**19. 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.

**20. 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.

**21. Termination.** This Permit may be terminated by either party hereto by giving 30 days' advance written notice to the other party. To protect public health and safety or due to failure of Permittee to comply with conditions or terms of this Permit after notice and a reasonable opportunity to cure, the City may terminate the Permit immediately or upon notice shorter than 30 days.

**22. Definitions.** As used in this Permit, "Permittee" means the Permittee, its officers, agents, employees, personnel and persons acting on behalf of or under the authority of Permittee. "Airport" means the Kenai Municipal Airport.

**CITY OF KENAI**

**PERMITTEE**

By: \_\_\_\_\_  
Paul Ostrander                      Date  
City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_                      Date

## ACKNOWLEDGMENTS

STATE OF ALASKA                    )  
  )ss  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this \_\_\_\_day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 201\_\_\_\_, the foregoing instrument was acknowledged before me by \_\_\_\_\_, of \_\_\_\_\_, an Alaska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_