

**KENAI AIRPORT COMMISSION
REGULAR MEETING
APRIL 14, 2022 – 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. March 10, 2022.....Pg. 3

5. UNFINISHED BUSINESS

6. NEW BUSINESS

- a. **Discussion/Recommendation** – Special Use Permit to Laser Art Alaska, LLC for Displaying Laser Artwork and Alaskan Gifts for Sale.Pg. 6
- b. **Discussion/Recommendation** – Execution of a Lease to Joel Caldwell.....Pg. 17
- c. **Discussion/Recommendation** – Special Use Permit to Weaver Brothers, Inc. for Truck Trailer Storage.....Pg. 24
- d. **Discussion/Recommendation** – Lawton Acres Parcel 04501003 Disposal Recommendation.....Pg. 36

7. REPORTS

- a. Airport Manager
- b. City Council LiaisonPg. 39

8. NEXT MEETING ATTENDANCE NOTIFICATION – May 12, 2022

9. COMMISSIONER COMMENTS AND QUESTIONS

10. ADDITIONAL PUBLIC COMMENT

11. INFORMATION ITEMS

- a. February 2022 Enplanement Report.....Pg. 46

12. **ADJOURNMENT**

Join Zoom Meeting

<https://us02web.zoom.us/j/86758496201>

Meeting ID: 867 5849 6201 **Password:** 742329

OR

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

Meeting ID: 867 5849 6201 **Password:** 742329

****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
MARCH 10, 2022 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
CHAIR GLENDA FEEKEN, PRESIDING**

MEETING SUMMARY

1. CALL TO ORDER

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

a. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

b. Roll was confirmed as follows:

Commissioners Present: G. Feeken, D. Pitts, P. Minelga, J. Bielefeld, J. Caldwell, J. Daily

Commissioners Absent: J. Zirul

Staff/Council Liaison Present: Airport Manager E. Conway, Administrative Assistant E. Brincefield, Council Liaison Baisden

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda and Vice Chair Minelga **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. February 10, 2022

MOTION:

Vice Chair Minelga **MOVED** to approve the meeting summary of February 10, 2022 with the requested revision. Commissioner Daily **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. **UNFINISHED BUSINESS** – None.

6. **NEW BUSINESS** – None

- a. **Discussion/Recommendation** – Authorizing the City Manager to Enter into an Airline Operating Agreement and Terminal Area Lease with Kenai Aviation

MOTION:

Commissioner Bielefeld **MOVED** to recommend Council authorize the City Manager to enter into an Airline Operating Agreement and Terminal Area Lease with Kenai Aviation. Commissioner Daily **SECONDED** the motion.

Commissioner Caldwell declared a conflict of interest, stating that he is the owner of the business. Chair Feeken ruled that Commissioner Caldwell had a conflict and excused him from voting.

Airport Manager Conway noted that there is monetary value with a third tenant, and it is a benefit to have another air carrier.

UNANIMOUS CONSENT was requested.

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

- b. **Discussion/Recommendation** – Special Use Permit to State of Alaska Department of Natural Resources/Division of Forestry

MOTION:

Vice Chair Minelga **MOVED** to recommend Council approve the Special Use Permit to the State of Alaska DNR/Forestry. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Conway noted that this is an annual agreement for 30,000 square feet of apron parking.

The commission discussed the water main extension for Forestry during the Willow Street rehabilitation.

UNANIMOUS CONSENT was requested.

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

7. **REPORTS**

- a. **Airport Manager** – Airport Manager Conway reported on the following:
- Trajectory of passenger enplanements continues to grow;
 - Alaska Geographic has installed vending machine in terminal;
 - Noted that two other commissions recommended Lawton parcel be retained instead of disposed when they made their Land Management Plan recommendations to Council.

- b. **City Council Liaison** – Council Member Baisden reported on the City Council Work Session on March 7, 2022. He noted that he met with Crowley foreman about snow removal issues on airfield and the cost of moving snow. Airport Manager Conway noted that the City will work with our tenants to minimize impacts to operations.

8. NEXT MEETING ATTENDANCE NOTIFICATION – April 14, 2022

9. COMMISSIONER COMMENTS AND QUESTIONS

Commissioners congratulated Kenai Aviation, and wished them great success moving forward.

Commissioner Bielefeld reported that maintenance is outstanding.

10. ADDITIONAL PUBLIC COMMENT – None.

11. INFORMATION ITEMS

- a. January 2022 Enplanement Report

12. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 6:29 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk



"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611
TELEPHONE 907-283-7951
FAX 907-283-3737

Memo

To: Airport Commission
Thru: Eland Conway – Airport Manager
From: Erica Brincefield – Assistant to Airport Manager
Date: April 4, 2022
Subject: *Special Use Permit – Laser Art Alaska, LLC.*

Attached for your discussion and consideration is a request from Riley Updike with Laser Art Alaska LLC, to rent terminal space to display and sell My Alaskan Gifts and consignment of other Alaskan Products.

The glass space (suite 120), consisting of approximately 341 square feet, has been empty for many years. The Airport has advertised for Letters of Interest with no response.

Mr. Updike is proposing to pay 20% commission based on actual selling price of any sales while displayed at the Airport, plus applicable sales tax.

It is my recommendation to allow Mr. Updike to enter into a Special Use Permit. The Special Use Permit would be for four months commencing May 1, 2022 and ending on August 31, 2022.

Does Commission recommend Council approve the Special Use Permit to Laser Art Alaska LLC.?

Attachments

SPECIAL USE PERMIT 2022

The CITY OF KENAI (City) grants to Riley Updike with Laser Art Alaska, LLC (Permittee), whose address is 48655 Prairie Ave. Soldotna, AK 99669 a Special Use Permit (Permit) for displaying laser artwork and Alaskan gifts for sale in 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 four months commencing on May 1, 2022 and ending on August 31, 2022. Regardless of the date of signature, this Permit shall be effective as of May 1, 2022.
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 a twenty (20) percent commission based on actual selling price of any sales while displayed at the Airport, 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:

Display and sale of My Alaskan Gifts by Laser Art Alaska and consignment of other Alaskan products

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, 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 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, 2022. The effective date of the insurance shall be no later than May 1, 2022.

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. Personalty. 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 Riley Updike with Laser Art Alaska, 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: _____
 Paul Ostrander Date

**RILEY UPDIKE, LASER ART
 ALASKA, LLC**

By: _____
 Riley Updike Date

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2022, the foregoing instrument was acknowledged before me by Paul Ostrander, 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 _____, 2022, the foregoing instrument was acknowledged before me by Riley Updike, Owner, Laser Art Alaska, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

DRAFT

V:\WICKI\KENAI CERT MANUAL\EXHIBITS A - B EXCLUSIVE USES\2017-revisions\sa\104\2-bitrev\exhibit a-b exclusive space.dwg

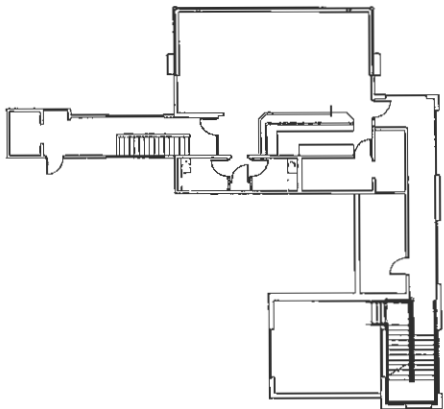
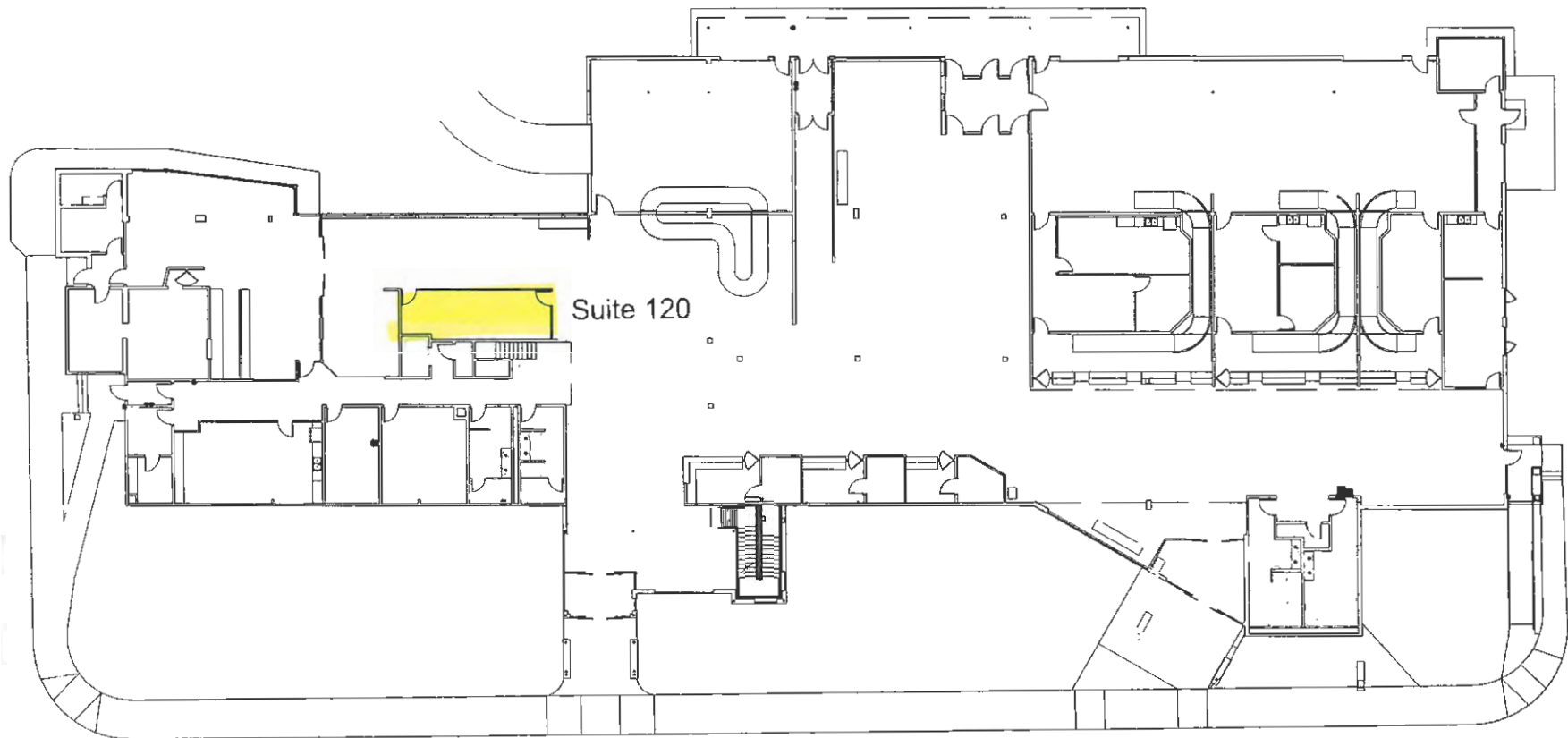


Exhibit A

THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

JOB NO.

REVISED: Plotted: 11/06/19

KENAI MUNICIPAL AIRPORT
KENAI, ALASKA

**Kenai Municipal Airport
IN-TERMINAL CONCESSION
CERTIFIED ACTIVITY REPORT**

For the Month of _____, 20__

Date prepared _____

Monthly Sales: \$ _____

The Concessionaire will pay the City of Kenai the percentage fee (20%):

Monthly Gross Sales: \$ _____ x 20% = \$ _____ \$ _____

Subtotal: \$ _____

Sales Tax: (6% or \$30 whichever is less) \$ _____

Total Amount Due: (Must be paid by the 15th of the month) \$ _____

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

Other Information:

Gross Sales Attributed to a DBE: \$ _____

Certification:

I hereby certify that the above is a true statement from the records of the following business:

Business: _____

Address: _____

Signature: _____

Phone No.: _____



KENAI

City of Kenai
Special Use Permit
Application

Application Date: 03/29/22

Applicant Information

Name of Applicant: Riley Updike

Mailing Address: 4865h prairie ave City: Soldotna State: AK Zip Code: 99669

Phone Number(s): Home Phone: (907-252-5227) Work/ Message Phone: (907-206-3630)

E-mail: (Optional) Riley@LaserArtAlaska.com

Name to Appear on Permit: Laser Art Alaska LLC

Mailing Address: same City: same State: same Zip Code: same

Phone Number(s): Home Phone: () same Work/ Message Phone: () same

E-mail: (Optional) same

Type of Applicant: Individual (at least 18 years of age) Partnership Corporation Government
 Limited Liability Company (LLC) Other _____

Property Information

Legal or physical description of the property: air port unit 720

Description of the proposed business or activity intended: my alaskan gifts owned by Laser Art Alaska LLC
 Consignment 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)? april - august

Requested Starting Date: april 21st 2022

Signature: [Signature] Date: 03/29/2022

Print Name: Riley Updike Title: owner

For City Use Only: General Fund Airport Reserve Land Airport Fund Outside Airport Reserve

Date Application Fee Received: _____
 City Council Action/Resolution: _____
 Account Number: _____

MEMORANDUM

TO: Airport Commission
FROM: Ryan Foster, Planning Director
DATE: April 5, 2022
SUBJECT: **Resolution No. 2022-XX – APPROVING THE EXECUTION OF A LEASE TO JOEL CALDWELL.**

On June 19, 2020, Joel Caldwell entered into an assignment of lease for Lot 3, Block 4, General Aviation Apron with Dewayne Benton. This lease terminates on June 30, 2022.

Joel Caldwell proposes improvements including additional storage space, restroom facilities, and paving, with an estimated \$100,000 value of improvements to be completed within two (2) years of signing the lease. Activities noted on the application are aircraft storage and maintenance. The requested lease term is 17 years.

Pursuant to Kenai Municipal Code 21.10.060 Lease application review, notice of the lease application was posted in the Peninsula Clarion and stated competing applications may be submitted for the parcel within 30 -days to the City. The 30 -day window from publication ends on April 16, 2022, and to-date, no competing applications have been submitted to the City.

The parcel is within the Airport Light Industrial (ALI) Zone. Pursuant to KMC 14.20.065, the purpose of the ALI Zone is to protect the viability of the Kenai Municipal Airport as a significant resource to the community by encouraging compatible land uses and reducing hazards that may endanger the lives and property of the public and aviation users. The proposed aeronautical use is a permitted and compatible use in the ALI Zone.

The Imagine Kenai 2030 Comprehensive Plan outlines goals, objectives, and action items for the City, including this one pertaining to the Kenai Municipal Airport:

Objective T- 1: Support future development near or adjacent to the airport when such development is in alignment with the Kenai Municipal Airport's primary mission, "To be the commercial air transportation gateway to the Kenai Peninsula Borough and Cook Inlet."

The proposed use complies with the Imagine Kenai 2030 Comprehensive Plan by supporting development on lease lots with development that is in alignment with the Kenai Municipal Airport's marketing strategy.

The Airport Land Use Plan was developed to identify the highest and best uses of Kenai Municipal

Airport land. The Airport Land Use Plan discusses leasing land and enhancing opportunities for local economic development. The proposed use by Joel Caldwell complies with the Airport Land Use Plan and would enhance local economic development.

Please review the attached materials.

Does the Commission recommend Council approve the execution of a lease to Joel Caldwell?

Attachments:

City of Kenai Land Lease Application from Joel Caldwell

170 Granite Point Ct Map

Draft Resolution 2022-XX





**City of Kenai
Land Lease Application**

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Renewal
Application Date:	3/14/2020

Applicant Information

Name of Applicant:	Joel Caldwell						
Mailing Address:	101N Willow St	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone:	907 252 4878		Work/ Message Phone:	907 283 4124		
E-mail: (Optional)	joel@kenaiaviation.com						
Name to Appear on Lease:	Joel Caldwell						
Mailing Address:	51265 Salty Circle	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone:			Work/ Message Phone:			
E-mail: (Optional)							
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 and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	170 Granite Point Ct.
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials <u>JC</u>
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials <u>JC</u>
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials _____
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
1. Legal or brief description of property leased:	Current
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years):	17 yrs
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	
Requested Starting Date:	Immediate

Proposed Use and Improvements

Proposed Use (check one): | Aeronautical | Non-Aeronautical

Do you plan to construct new or additional improvements? (if Yes, answer next five questions) YES NO

1. Will the improvement change or alter the use under an existing lease? YES NO

2. What is the proposed use of the improvement? *WATER/SEWER, PAVING, HANGAR DOOR*

3. What is the estimated value of the improvement? *\$100,000*

4. What is the nature and type of improvement?
Addition storage space, restroom facilities

5. What are the dates construction is estimated to commence and be completed?
(generally, construction must be completed within two years)

Estimated Start Date: *June 2022*

Estimated Completion Date: *Sept 2023*

Describe the proposed business or activity intended:

Aircraft storage and maintenance

How does the proposed lease support a thriving business, residential, recreational, or cultural community?

In support airline and flight school

Lease Assignment Only: What is the name of the individual or legal entity the lease is to be assigned?

Joel Caldwell

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.

Lease Term based on: Estimated cost of new improvements and | Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.

Lease Term based on: Purchase Price Professional Estimate of Remaining Useful Life

Fair Market Value appraisal and/or Estimated cost of new improvements (optional)

Requested Term for Renewal Based on Term Table, not to exceed 45 Years:

Submitting an application for a lease does not give the applicant a right to lease or use the land requested in the application. The application shall expire twelve (12) months after the date the application has been made if the City and the applicant have not, by that time, entered into a lease, unless the City Council for good cause grants an extension for a period not to exceed six (6) months. The City has no obligation to amend, renew or extend a lease and may decline to do so upon making specific findings as to why a lease renewal, extension, or amendment is not in the best interest of the City

Signature:	<i>Joel A. Caldwell</i>	Date:	<i>3/14/22</i>
Print Name:	<i>Joel A. Caldwell</i>	Title:	<i>Owner</i>

For City Use Only:	Date Application Fee Received:	_____
<input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land	Date Application Determined Complete:	_____
<input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	30-Day Notice Publication Date:	_____
Account Number:	City Council Action/Resolution:	_____



170 Granite Point Ct
Lot 3 Block 4, General Aviation Subdivision No 1 Amended
Parcel 04324012



LEGEND

 Subject Parcel

0 20 40 Feet

Date: 4/5/2022



Data Source: Kenai Peninsula Borough. Data is for graphic representation only. Imagery may not match true parcel boundaries.



CITY OF KENAI

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA APPROVING THE EXECUTION OF A LEASE OF AIRPORT RESERVE LANDS USING THE STANDARD LEASE FORM BETWEEN THE CITY OF KENAI AND JOEL CALDWELL ON LOT 3, BLOCK 4, FBO GENERAL AVIATION APRON.

WHEREAS, the lease to Joel Caldwell for Lot 3, Block 4, General Aviation Apron expires on June 30, 2022; and,

WHEREAS, on March 14, 2022, Joel Caldwell submitted an application for a lease of City owned properties within the Airport Reserve, described as Lot 3, Block 4, General Aviation Apron; and,

WHEREAS, the lease application states estimated improvements of \$100,000 for additional storage space, restroom facilities, and paving, and provide aircraft storage and maintenance; an investment that gives a lease term of 17 years according to the term table in Kenai Municipal Code 21.10.080; and,

WHEREAS, the proposed development would be mutually beneficial and would conform with the Kenai Municipal Code for zoning, Kenai's Comprehensive Plan, the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations; and,

WHEREAS, the City of Kenai did not receive a competing lease application within thirty (30) days of publishing a public notice of the lease application from Joel Caldwell; and,

WHEREAS, at their regular meeting on April 13, 2022, the Planning and Zoning Commission reviewed the lease application and recommended approval by the City Council; and,

WHEREAS, at their regular meeting on April 14, 2022, the Airport Commission reviewed the lease application and recommended approval by the City Council.

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

Section 1. That a Lease of Airport Reserve Lands is approved and the City Manager is authorized to execute a lease between the City of Kenai, Lessor, and Joel Caldwell, Lessee, as follows:

Lot improvements as outlined in lease application from Joel Caldwell, additional storage space, restroom facilities, and paving, with an estimated \$100,000 value of improvements to be completed within two (2) years of signing the lease;

The evidence must be submitted to the City within 60 days of the completion of the development and improvements;

The lease term will be 17 years;

Lot developments will prevent unauthorized access to the airfield;

Structures will be built behind the 100 foot building restriction line;

Joel Caldwell is responsible for all snow removal, and snow may not touch the perimeter security fence or be piled to a height that would allow access to the airport; and

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

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 4th day of May, 2022.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Michelle M. Saner, MMC, City Clerk

MEMORANDUM

TO: Airport Commission
FROM: Ryan Foster, Planning Director
DATE: April 5, 2022
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, 2022 to June 20, 2023. Weaver Brothers, Inc. has been storing truck trailers on these five parcels via special use permit from June 20, 2020 to June 20, 2022. 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 annual permit fee for 2021 was \$3,442.67 for all five lots at 86,945 total square feet to be used, and an 8% of fair market value annual special use permit rate. With the CPI adjustment of 6.35% for 2022, the new lease rate is \$3,661.28

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.

Does the Commission recommend Council approve the special use permit?

Special Use Permit Application submitted on March 21, 2022.

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

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

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





**City of Kenai
Special Use Permit
Application**

RECEIVED
CITY OF KENAI
DATE 3/22/2022
PLANNING DEPARTMENT

Application Date: 3-21-2022

Applicant Information

Name of Applicant: Weaver Brothers, Inc.					
Billing Address: PO Box 2229		City: Kenai	State: AK	Zip Code: 99611	
Home Number(s): Home Phone: (907) 283-7957			Work/ Message Phone: ()		
E-mail: (Optional) Kathys@wbi.alaska.com					
Name to Appear on Permit: Weaver Brothers, Inc.					
Billing Address: PO Box 2229		City: Kenai	State: AK	Zip Code: 99611	
Home Number(s): Home Phone: (907) 283-7957			Work/ Message Phone: ()		
E-mail: (Optional) Kathys@wbi.alaska.com					
Type of Applicant: <input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" 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:
Gusty Sub No 4 Lot 1+2+3 B1X3

Description of the proposed business or activity intended:
Truck 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

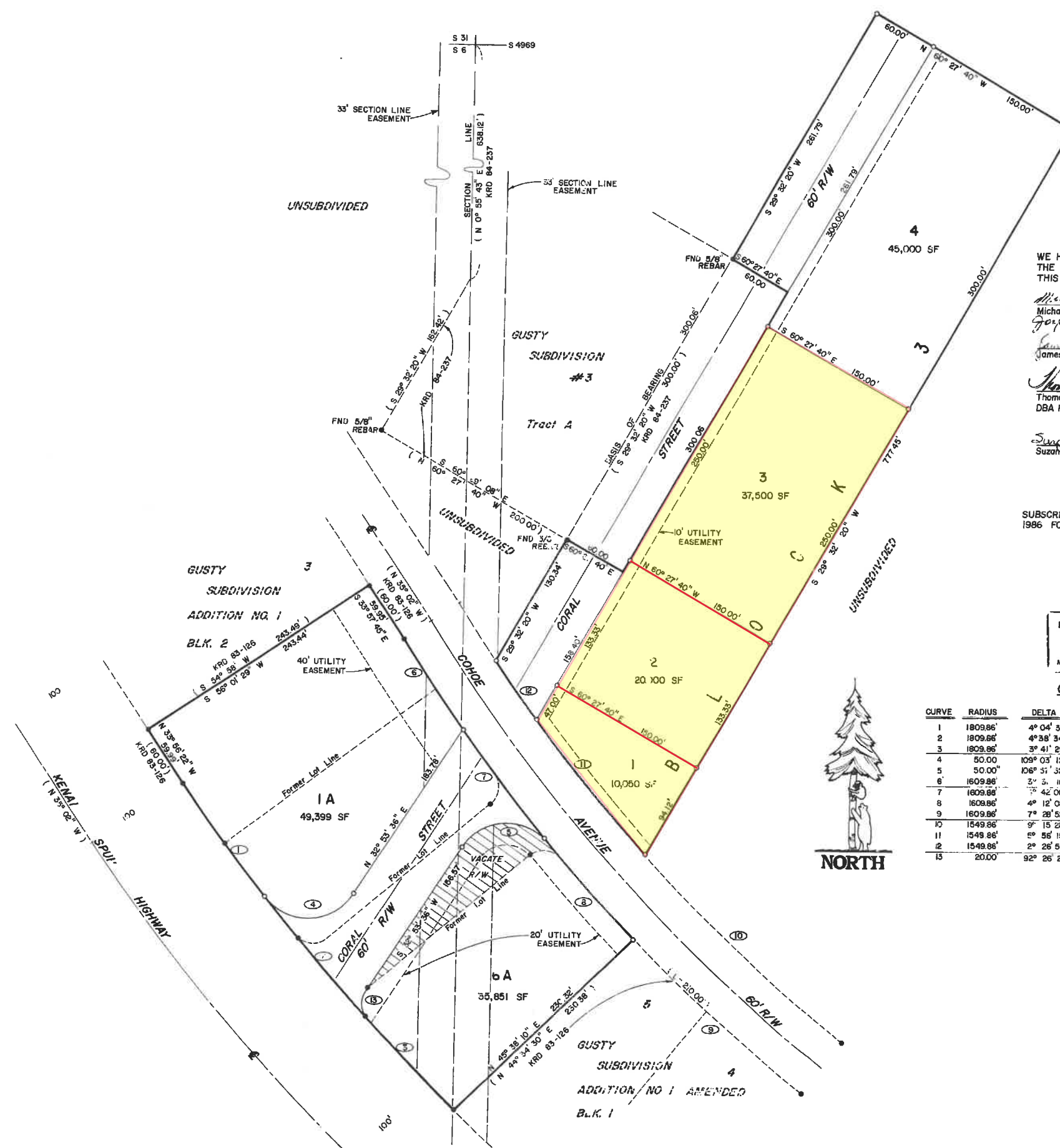
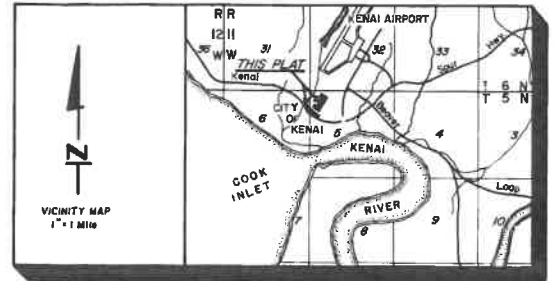
If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? 1 year

Requested Starting Date: June 21, 2022

Signature: James H. Doyle	Date: 3-19-22
Print Name: James H. Doyle	Title: Pres.

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

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

Michael J. Treat, Joyce A. Treat
 Michael J. Treat, Joyce A. Treat
 Joyce A. Treat, Lot 4, Block 3

James H. Doyle
 James H. Doyle
 LOT 3, BLOCK 3

Thomas H. Wagoner
 Thomas H. Wagoner
 DBA Peninsula Flooring Center
 LOT 2, BLOCK 3

Suzanne Roberts, Dan Roberts, Jacqueline Roberts
 Suzanne Roberts, Dan Roberts, Jacqueline Roberts
 LOT 6A, BLOCK 1

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 21st DAY OF April, 1986 FOR *Thomas H. Wagoner, Dan Roberts, Joyce A. Treat & Suzanne Roberts AND James H. Doyle*

Cliff Baker
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 8-12-89

NOTARY PUBLIC
 STATE OF ALASKA
 CLIFF BAKER
 My Commission Expires 8-12-89

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
1	1809.86'	4° 04' 35"	128.76'	64.41'	128.73'	N 36° 00' 55" W
2	1809.86'	4° 38' 34"	146.65'	73.37'	146.62'	N 40° 22' 29" W
3	1809.86'	3° 41' 29"	116.61'	58.33'	116.59'	N 44° 32' 31" W
4	50.00'	109° 03' 12"	95.17'	70.17'	81.64'	S 87° 25' 12" W
5	50.00'	106° 51' 32"	93.34'	67.53'	80.37'	N 86° 22' 32" E
6	1609.86'	3° 5' 16"	98.94'	49.48'	98.92'	S 33° 40' 54" E
7	1609.86'	3° 42' 00"	132.06'	66.07'	132.02'	N 37° 47' 32" W
8	1609.86'	4° 12' 08"	118.07'	59.06'	118.04'	S 42° 14' 36" E
9	1609.86'	7° 28' 52"	210.20'	105.25'	210.05'	S 48° 05' 06" E
10	1549.86'	9° 15' 28"	250.42'	125.49'	250.15'	N 47° 10' 58" W
11	1549.86'	8° 58' 15"	160.61'	80.36'	160.54'	S 39° 35' 07" E
12	1549.86'	2° 26' 56"	66.24'	33.13'	66.24'	N 35° 23' 31" W
13	20.00'	92° 26' 23"	32.27'	20.87'	28.88'	N 03° 43' 56" E

LEGEND

- MONUMENT (Found This Survey)
- MONUMENT (Set This Survey)
- 1/2" REBAR (Found This Survey)
- o 5/8" x 30" REBAR (Set This Survey)
- () RECORD DATUM

NOTES:

1. DOUBLE FRONTAGE LOTS ARE RESTRICTED TO ONE ACCESS ONLY.
2. ALL WASTEWATER DISPOSAL SYSTEM SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION. ALL NEW INSTALLATIONS SHALL BE CONNECTED TO MUNICIPAL WATER & WASTE WATER SYSTEMS.
3. NO DIRECT ACCESS TO STATE MAINTAINED R.O.W.'S 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 18 AAC 72.065 AND IS APPROVED, SUBJECT TO ANY NOTED RESTRICTIONS.

William J. Brighton FILE # 3-25-86
 SIGNATURE TITLE DATE

CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I (AS THE OWNER(S) OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHT-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.

William J. Brighton
 WILLIAM J. BRIGHTON
 CITY MANAGER
 CITY OF KENAI
 210 FIDALGO ST.
 KENAI, AK 99611

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 25th DAY OF March, 1986 FOR *William J. Brighton*

Susan M. Gerlach
 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 Feb. 24, 1986

KENAI PENINSULA BOROUGH!
Richard T. Torgler
 AUTHORIZED OFFICIAL

K.P.B. FILE NO. 85-421

GUSTY SUBDIVISION NO. 4

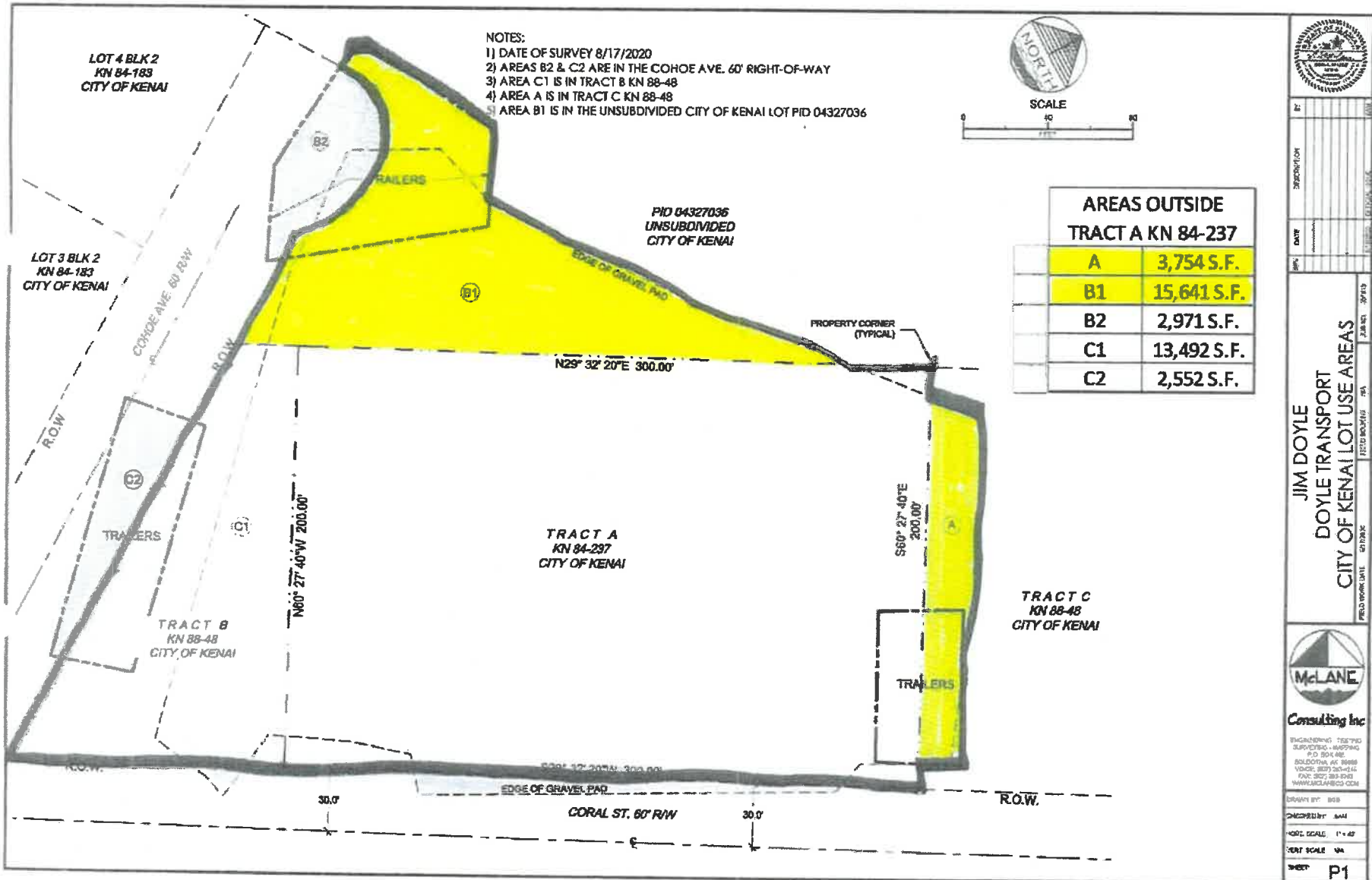
A RESUBDIVISION OF AIRPORT LEASE LOTS 7-15, LOTS 1 & 2, BLOCK 2, & LOT 6, BLOCK 1 OF GUSTY SUBDIVISION ADDITION #1 AMENDED & R.O.W. VACATION OF CORAL STREET, LOCATED WITHIN NW 1/4, SEC. 5, T 5 N, R 11 W S.M., CITY OF KENAI, KENAI PENINSULA BOROUGH, ALASKA.

2.58 ACRES CONTAINING 4 LOTS.

INTEGRITY SURVEYS
 P.O. BOX 1831
 SOLDOTNA, ALASKA 99669
 262 - 9461

SURVEYORS	PLANNERS
JOB NO: 85-59	FIELD BOOK: 85-7
DISK NO: 2-10	FILE NAME: GUSTY SUBD. #4
SURVEYED: 3-86	PLATTED: 3-86
DRAWN: MK	SCALE: 1"=80'
CHECKED: CB	SHEET: 1

RECORDED FILED
 KENAI
 DATE: 4/25/86
 INTEGRITY SURVEYS



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, 2022 to June 20, 2023.
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 \$3,661.28 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 _____, 2022, 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 _____, 2022, 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 _____, 2022, the foregoing instrument was acknowledged before me by James H. Doyle.

Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Michelle M. Saner, MMC, City Clerk

SEAL:

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney

DRAFT



KENAI

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

MEMORANDUM

TO: Airport Commission
THROUGH: Glenda Feeken, Chair
FROM: Eland Conway, Airport Manager
DATE: April 4, 2022
SUBJECT: Parcel 04501003

The Airport Commission requested additional discussion regarding the City's retention status of Parcel 04501003 located at 10095 Kenai Spur Highway.

On January 26, 2022 Planning and Zoning Commission made a recommendation to amend Resolution PZ2021-39 by adding the recommendation that parcel 04501003 on Map 31 Kenai Spur Highway Central Corridor, be changed from Dispose to Retain to provide a buffer for surrounding neighborhoods.

Would the Airport Commission like to make a motion strongly affirming their recommendation that Parcel 04501003 (Legal Description: T 6N R 11W SEC 33 SEWARD MERIDIAN KN S1/2 S1/2 SW1/4 LYING SOUTH OF KENAI SPUR HWY) Retention Status remain Dispose?

Parcel 04501003 is 16.49 acres outside the Airport Reserve. It was deeded to the City of Kenai in 1964 with airport restrictions. A 1993 Deed of Release allows for the lease or sale of the property for non-airport purposes.

The Airport Compliance Manual provides guidance to FAA employees on the implementation of the FAA's airport compliance program. Under the program, the FAA has the responsibility to assure airport sponsors comply with certain obligations that arise from FAA grant agreements and from deeds of property conveyance for airport use. *Order 5190.6B, Effective November 22, 2021.*

Chapter 3: Federal Obligations from Property Conveyances

In general, property agreements require the sponsor to:

Maintain the airport in good and serviceable condition; Use specific lands approved by the FAA for nonaeronautical use to generate revenue to support the airport's aviation needs;

Chapter 17: Self-sustainability

17.5. Self-sustaining Principle. Airports must maintain a fee and rental structure that makes the airport as financially self-sustaining as possible under the particular circumstances at that airport. The requirement recognizes that individual airports will differ in their ability to be fully self-sustaining, given differences in conditions at each airport. The purpose of the self-sustaining rule is to maintain the utility of the federal investment in the airport.

17.14. Property for Community Purposes. A sponsor may make airport property available for community purposes at less than fair market value on a limited basis provided all of the following conditions exist: (a) the property is not needed for an aeronautical purpose, (b) the property is not producing airport revenue and there are no near-term prospects for producing revenue, (c) allowing the community purpose will not impact the aeronautical use of the airport, (d) allowing the community purpose will maintain or enhance positive community relations in support of the airport, (e) the proposed community use of the property is consistent with the Airport Layout Plan (ALP), and (f) the proposed community use of the property is consistent with other requirements, such as certain surplus and nonsurplus property federal obligations requiring the production of revenue by all airport parcels.

17.15. Exception for Community Use. The following are the circumstances where the FAA will consider community use to be consistent with the self-sustaining requirement. Agreements for community use of airport land should incorporate the following requirements as conditions of use.

a. Acceptance. The local community must use the land in a way that enhances the community's acceptance of the airport; the use may not adversely affect the airport's capacity, security, safety, or operations. Acceptable uses include public parks and recreation facilities, including bike or jogging paths.

When the use does not directly support the airport's operations, a sponsor may not provide land at less than fair market value rent. Accordingly, the airport must generally be reimbursed at fair market rent for airport land used for road maintenance or equipment-storage yards or for use by police, fire, or other government departments.

b. Minimal Revenue Potential. At the time it contemplates allowing community use, the sponsor may only consider land that has minimal revenue-producing potential. The sponsor may not reasonably expect that an aeronautical tenant will need the land or that the airport will need the land for airport operations for the foreseeable future (i.e., master plan cycle). When a sponsor finds that the land may earn more than minimal revenue, but still below fair market value, the sponsor may still permit community use of the land at less than fair market value rent provided the rental rate approximates the revenue that the airport could otherwise earn.

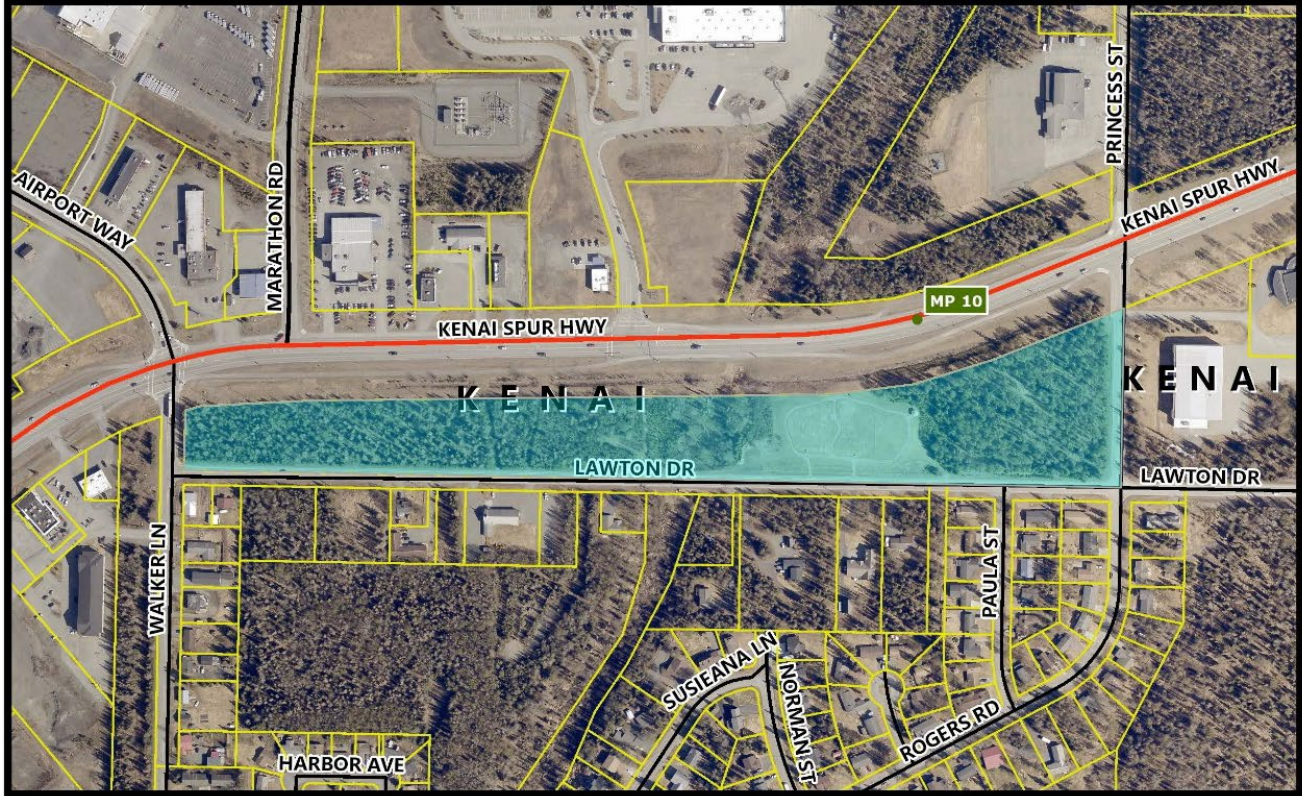




PARCEL REPORT

PARCEL ID: 04501003

Total Acreage: 16.49



LEGAL DESCRIPTION:

T 6N R 11W SEC 33 SEWARD MERIDIAN KN S1/2 S1/2 SW1/4 LYING SOUTH OF KENAI SPUR HWY

ALL PHYSICAL ADDRESSES ON THIS PARCEL:

10095 KENAI SPUR HWY

LAND VALUE: \$502,000

ASSESSED VALUE: \$502,000

IMPROVEMENT VALUE: \$0

TAXABLE VALUE: \$0

BUILDINGS ON THIS PARCEL:

Building Type	Square Footage	Year Built

OWNERS:

Name:
KENAI CITY OF

Address:
210 FIDALGO AVE STE 200
KENAI, AK 99611

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.





Kenai City Council - Regular Meeting

March 16, 2022 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

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. **Katie Cowgill** - Kenai Peninsula Re-Entry Coalition and Alaska Department of Corrections Re-Entry Simulation.

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

1. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2022-14** – Amending the Employee Classification Plan by Adjusting the Ranges of Temporary Parks and Recreation and Personal Use Fishery Positions. (Administration)
2. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2022-15** – Temporarily Waiving the Gym Rental Fee at the Kenai Recreation Center for the Twin City Athletic Association. (Administration)
3. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2022-16** – Supporting the Efforts of Kenai Central High School to Secure Grant Funding for the Construction of Permanent Restroom Facilities at Ed Hollier Field. (Mayor Gabriel)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2022-17** – Requesting and Supporting the Alaska Department of Transportation and Public Facilities Provision of Continuous Lighting

Along the Kenai Spur Highway within the City of Kenai and the Sterling Highway Safety Corridor. (Administration)

5. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2022-18** – Adopting the City’s Capital Improvement Plan for Fiscal Years 2023-2027. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2022-19** – Approving the Vacation of 20’ Public Street Easements Adjoining the South Boundary and Northwest Boundary of Lot 1, Toyon Subdivision as Granted by Plat K-1592, and is Located within the SE1/4 of Section 6, Township 5 North, Range 11 West, Seward Meridian, Alaska, and Determining the Easement is Not Needed for a Public Purpose. (Administration)

E. MINUTES

1. **APPROVED BY THE CONSENT AGENDA.** *Regular Meeting of March 2, 2022. (City Clerk)
2. **APPROVED BY THE CONSENT AGENDA.** *Work Session of March 7, 2022. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Bills to be Ratified. (Administration)
2. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Non-Objection to Liquor License Renewals for Main Street Tap & Grill and Fraternal Order of Eagles #3525. (City Clerk)
3. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/6/2022.** *Ordinance No. 3274-2022 – Increasing Estimated Revenues and Appropriations in the General Fund Parks, Recreation and Beautification Department, and Authorizing an Increase to the Multi-Purpose Facility Management Services Purchase Order to Red Line Sports for Additional Ice Maintenance Services. (Administration)
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/6/2022.** *Ordinance No. 3275-2022 – Amending Kenai Municipal Code, Chapter 23.05 – General Provisions, to Add a New Category of Temporary Employee Titled “Program or Project Employee” and Chapter 23.40 – Benefits, to Establish Benefits for this Category and Make Housekeeping Changes. (Administration)
5. **APPROVED UNANIMOUSLY. Action/Approval** - Issuing a Letter of Support for Senate Bill No. 166 – General Obligation Bonds (City Manager)

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

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/83592875033>

Meeting ID: 835 9287 5033 **Passcode:** 062156

OR

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

Meeting ID: 835 9287 5033 **Passcode:** 062156



Kenai City Council - Regular Meeting

April 06, 2022 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

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. Jeff Dolifka, Boys & Girls Club, Plans for Kenai Club

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. 3274-2022** – Increasing Estimated Revenues and Appropriations in the General Fund Parks, Recreation and Beautification Department, and Authorizing an Increase to the Multi-Purpose Facility Management Services Purchase Order to Red Line Sports for Additional Ice Maintenance Services. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3275-2022** – Amending Kenai Municipal Code, Chapter 23.05 – General Provisions, to Add a New Category of Temporary Employee Titled “Program or Project Employee” and Chapter 23.40 – Benefits, to Establish Benefits for this Category and Make Housekeeping Changes. (Administration)
3. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3276-2022** – Accepting and Appropriating a Grant Under the American Rescue Plan Act of 2021 Passed through the Alaska Community Foundation. (Administration)
 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Adoption (Requires Five Affirmative Votes)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2022-20** – Authorizing the City Manager to Enter into an Airline Operating Agreement and Terminal Area Lease with Kenai Aviation. (Administration)

5. **ADOPTED UNANIMOUSLY. Resolution No. 2022-21** – Approving a Sole Source Purchase through Motorola Solutions for the Phase Two Radio Upgrades to the Kenai Dispatch Center, Utilizing Appropriated Department of Homeland Security Grant Funds and City Capital Funds. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2022-22** – Authorizing a Budget Transfer in the General Fund, Police Department for Anticipated Fuel Cost Increases for the Remainder of FY22. (Administration)

E. MINUTES

1. **APPROVED BY THE CONSENT AGENDA.** *Regular Meeting of March 16, 2022. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Bills to be Ratified. (Administration)
2. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval - Purchase Orders Over \$15,000. (Administration)
3. **APPROVED BY THE CONSENT AGENDA.** *Action/Approval – Liquor License Renewals for The White Moose, New Peking Restaurant and Jersey Subs. (City Clerk)
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3277-2022 – Accepting a Grant from the Federal Aviation Administration Under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 and Appropriating Funds into the Special Revenue Fund. (Administration)
5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3278-2022 – Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Airport Improvements Capital Project Funds and Authorizing a Professional Services Agreement Amendment to Complete Design Phase Services for the Kenai Municipal Airport Runway Rehabilitation Project. (Administration)
6. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3279-2022 – Accepting and Appropriating a State of Alaska Grant Passed through the Southern Region EMS Council, Inc., for Three Scoop Stretchers, Three Adult Vacuum Splints and Three Pediatric Vacuum Splints. (Administration)
7. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3280-2022 – Accepting and Appropriating a Volunteer Fire Assistance Grant from the United States Department of Agriculture Forest Service Passed through the State of Alaska Division of Forestry for the Purchase of Forestry Firefighting Equipment. (Administration)
8. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3281-2022 – Accepting and Appropriating an American Rescue Plan Act Grant Passed through the State of Alaska Department of Health and Social Services for Kenai Senior Center Expenditures in Support of its Response to the COVID-19 Public Health Emergency. (Administration)
9. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.** *Ordinance No. 3282-2022 – Increasing Estimated Revenues and Appropriations in the Water

and Sewer Special Revenue Fund and Wastewater Treatment Plant Improvements Capital Project Fund to Provide Supplemental Funding for the Sludge Press Replacement Project. (Administration)

10. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/20/2022.**
*Ordinance No. 3283- 2022 – Authorizing a Budget Revision in the Airport Special Revenue Fund and Increasing Estimated Revenues and Appropriations in the Terminal Improvement Capital Project Fund for Design Services for the Terminal Landscaping Project. (Administration)
11. **APPROVED UNANIMOUSLY. Action/Approval** – Special Use Permit to State of Alaska, Department of Natural Resources, Division of Forestry for Aircraft Loading and Parking. (Administration)
12. **SPECIAL MEETINGS SCHEDULED FOR 4/25/2022 and 4/26/2022. Discussion/Action** – Scheduling Special Meeting(s) for Individual Council Employee Personnel Evaluations to be conducted between April 20 – April 26. (Mayor Gabriel)

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

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1. City Manager
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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. Kenai Historical Society March Newsletter

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

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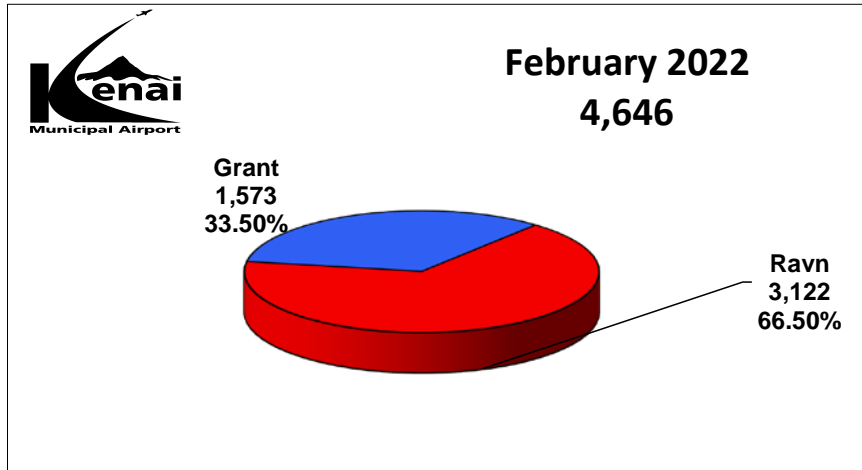
Meeting ID: 893 7217 9389 **Passcode:** 425366

OR

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

Meeting ID: 893 7217 9389 **Passcode:** 425366

February
Enplanement Report



Month	RAVN ALASKA	GRANT AVIATION	Total 2022	2021	Change from 2021
January	2,882	1,764	4,646	3,389	1,257
February	3,122	1,573	4,695	3,112	1,583
March			0	4,127	
April			0	4,035	
May			0	4,464	
June			0	5,953	
July			0	9,259	
August			0	10,035	
September			0	6,500	
October			0	5,596	
November			0	5,803	
December			0	5,571	
Totals	6,004	3,337	9,341	67,844	2,840

Terminal - Vehicle Parking Revenues

February

FY21	\$8,373	FY21 Total	\$109,923
FY22	\$15,338	FY22 YTD	\$130,571

