

**KENAI AIRPORT COMMISSION
REGULAR MEETING
DECEMBER 8, 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. November 10, 2022Pg. 3

5. UNFINISHED BUSINESS

6. NEW BUSINESS

- a. **Discussion/Recommendation** – Recommending the Kenai City Council Approve a Special Use Permit to American Red Cross of Alaska for General Office Space on the Second Floor of the Alaska Regional Fire Training Center.....Pg. 6
- b. **Discussion/Recommendation** – Recommending the Kenai City Council Approve a Special Use Permit to Jeffrey Bettis for Towed Vehicle Storage.....Pg. 12

7. REPORTS

- a. Airport Manager
- b. City Council Liaison.....Pg. 23

8. NEXT MEETING ATTENDANCE NOTIFICATION – January 12, 2023

9. COMMISSIONER COMMENTS AND QUESTIONS

10. ADDITIONAL PUBLIC COMMENT

11. INFORMATION ITEMS

- a. October 2022 Enplanements.....Pg. 26

12. ADJOURNMENT

Join Zoom Meeting

<https://us02web.zoom.us/j/83166319045>

Meeting ID: 831 6631 9045 **Password:** 580033

OR

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

Meeting ID: 831 6631 9045 **Password:** 580033

****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
NOVEMBER 10, 2022 – 6:00 P.M.
KENAI MUNICIPAL AIRPORT CONFERENCE ROOM
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, P. Minelga, D. Pitts, J. Caldwell, J. Bielefeld,
J. Daily

Commissioners Absent: J. Zirul,

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

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Caldwell **MOVED** to approve the agenda and Commissioner Daily **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. September 8, 2022

MOTION:

Commissioner Caldwell **MOVED** to approve the meeting summary of September 8, 2022 as written. Commissioner Daily **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

a. Discussion/Recommendation – Priority List for the City of Kenai Fiscal Year 2024-2028 Capital Improvement Plan

MOTION:

Commissioner Bielefeld **MOVED** to approve the Airport Capital Improvement Projects Priority List for inclusion within the Draft FY2024-2028 Capital Improvement Plan. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Conway reported on the Airport Capital Improvement Projects (CIP) Priority List, noting that the runway/taxiway project was projected to be larger than originally planned.

Commission discussion included runway/taxiway rehabilitation; elevator maintenance during the terminal remodel; and cost of the Master Plan and inclusion in the CIP list.

UNANIMOUS CONSENT was requested.

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

b. **Discussion** – Lease Lot Availability

Airport Manager Conway addressed Chair Feeken’s concerns about available lease lots, presented an Airport Layout Plan and discussed intent to create availability for future development at the float plane basin.

Commissioners agreed that float plane development should be a high priority, sooner than 2028. Possible expansion ideas were discussed.

7. REPORTS

a. **Airport Manager** – Airport Manager Conway reported on the following:

- Received FAA concurrence on sold source for Eagle-Edge Lite Cleaner; anticipate arrival at the end of November.
- Enplanements are up 10% year over year.
- Suite 120 inside terminal is up for lease. Looking into other ways to utilize the space.
- Commended operations staff for snow removal efforts.

b. **City Council Liaison** – Council Liaison Askin was not present, as she was attending a City Council special meeting at City Hall.

8. NEXT MEETING ATTENDANCE NOTIFICATION – December 8, 2022

Commissioner Daily noted he would be attending via Zoom.

9. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Bielefeld expressed concerns with the Airport snow removal.

Vice Chair Minelga wished happy Veteran’s Day to those that have served, and a happy Thanksgiving.

10. ADDITIONAL PUBLIC COMMENT – None.

11. INFORMATION ITEMS

- a. August 2022 Enplanements
- b. September 2022 Enplanements

12. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 6:48 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk

DRAFT



"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
Date: November 18, 2022
Subject: American Red Cross of Alaska – Special Use Permit

American Red Cross of Alaska is requesting a special use permit for approximately 475 sqft of general office space on the second floor of the Alaska Regional Fire Training Center. The American Red Cross provides services to the Kenai Peninsula such as house and forest fire response, smoke alarm installs and preparedness training.

The special use permit will be effective for one year from December 1, 2022 to November 30, 2023.

American Red Cross of Alaska has submitted the special use permit application and paid the application fee.

Does Commission recommend Council approve the Special Use Permit to American Red Cross of Alaska?

Attachments

SPECIAL USE PERMIT

THE CITY OF KENAI (CITY) for the considerations and pursuant to the conditions and requirements set forth below, hereby grants **AMERICAN RED CROSS OF ALASKA (PERMITTEE)**, a nonprofit corporation, whose address is 235 E. 8th Ave. Ste. 200, Anchorage Alaska, 99501, the non-exclusive right to use that area described below:

Access to second floor office space, ROOM 228, and parking at the Alaska Regional Fire Training Center, located at 450 Marathon Rd., Kenai, Alaska 99611. Approximately 475 square feet.

- 1. TERM.** This special use permit shall commence and be effective on December 1, 2022, and shall extend through November 30, 2023.
- 2. PERMIT FEES.** The monthly fee for this permit is \$1.00 per month, plus \$211.44 utilities cost per month, plus applicable sales tax.
- 3. USE.** The right to use the ROOM 228 for General Office Space, Training and/or Testing, and Storage. This includes reasonable ingress and egress to and from ROOM 228 through the Building's common areas. Permittee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to the City unless given written permission to do so.
- 4. LICENSES AND PERMITS; LAWS.** Permittee shall adhere to all federal, state, and local laws, ordinances, and regulations while conducting its activities on the Premises. Permittee shall obtain and maintain all required federal, state, and local licenses, permits, certificates, and other documents required for Permittee's operations under the Permit. Permittee shall provide proof of compliance to the City upon request by the City.
- 5. NO EXCLUSIVITY.** This Permit is not intended to grant any exclusive use to the described Premises.
- 6. INSURANCE.** Permittee shall provide proof of insurance coverage, including worker's compensation, if necessary, in an amount satisfactory to the City Manager, and listing the City as an additional insured.
- 7. INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** Permittee agrees to indemnify, defend, and hold the City, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty,

property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with the Permittee's use or occupation of the Premises. Permittee shall give the City of Kenai reasonable notice of any such claims or actions. However, Permittee shall not be responsible for any damage or claims from the sole negligence, activities, or omission of the City or its agents or employees.

8. PERSONALITY. Permittee must keep the space and all other materials on the Premises clean and in good condition.

Permittee shall remove any and all personal property 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 \$25.00 per day. The City of Kenai is not responsible for any damage to or theft of any personal property of Permittee at or from the Premises.

9. NO WAIVER. 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. MUTUAL CANCELLATION. This Permit may be cancelled in whole or in part with one month written notice by Permittee or the City.

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. ASSUMPTION OF RISK. Permittee shall provide all proper safeguards and shall assume all risks incurred in its use of the Premises.

13. 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.

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

American Red Cross of Alaska
235 E. 8th Ave. Ste. 200
Anchorage, Alaska 99501

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

Airport Administration
305 North Willow, Suite 200
Kenai, Alaska 99611
Telephone: (907) 283-8281

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

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

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

CITY OF KENAI

By: _____

City Manager

AMERICAN RED CROSS OF ALASKA

By: _____
Paul Ramage
Regional Facility Coordinator

Approved as to form:

Scott Bloom
City Attorney

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2022, 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 Paul Ramage, of American Red Cross, an Alaska non-profit corporation, on behalf of the corporation.

Notary Public for Alaska
My Commission Expires: _____

Alaska Regional Fire Training Center

Level 2



MEMORANDUM

TO: Airport Commission
FROM: Linda Mitchell, Planning Director
DATE: December 2, 2022
SUBJECT: **Special Use Permit to Jeff Bettis for a Towing Storage Yard**

Jeff Bettis, business owner of Pro Tow, has requested a Special Use Permit (SUP) to store towed vehicles on a City-owned parcel (.48 acre) described as Lot 4, Block 5, Cook Inlet Industrial Air Park, located at 310 Airport Way for the maximum period of one-year with an approximate starting date of December 30, 2022. The subject property is currently vacant and it was previously used as a towing storage yard between 2007 and 2018. The SUP request is similar to the previous use on the subject property. The applicant stated that the proposed SUP would be used for a towing storage yard at a suitable location for towing service requests by Kenai Police Department and Alaska State Troopers.

The FY23 Annual Rent is \$6,190.08. The same rent amount plus applicable sales tax is recommended for the SUP. If the SUP period is less than one (1) year, then the rent would be prorated at \$515.84 per month plus applicable sales tax.

The parcel is within the Central Mixed Use (CMU) Zone of the City and within the Airport Reserve. Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel the special use permit with a minimum 90-day 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, the City Manager would execute a special use permit for a towing storage yard to Jeff Bettis.

Does the Commission recommend Council approve the special use permit?

Attachments

Special Use Permit Application
Aerial Map
Draft Special Use Permit



**City of Kenai
Special Use Permit
Application**

Application Date: 10-11-22

Applicant Information

Name of Applicant:	<u>Jeff Bettis</u>				
Mailing Address:	<u>53335 Lee Ave</u>	City:	<u>Kenai</u>	State:	<u>AK</u> Zip Code: <u>99611</u>
Phone Number(s):	Home Phone: ()		Work/ Message Phone: <u>(907) 262-4500</u>		
E-mail: (Optional)	<u>AKPROTOW@YAHOO.COM</u>				
Name to Appear on Permit:	<u>Pro Tow</u>				
Mailing Address:		City:		State:	
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

Legal or physical description of the property:

Description of the proposed business or activity intended:
Vehicle storage for KPD and AST

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

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

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

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

Requested Starting Date:

Signature:		Date:	<u>10-11-22</u>
Print Name:	<u>Jeff Bettis</u>	Title:	<u>Owner / operator</u>

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:

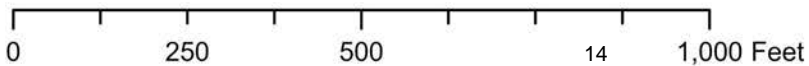


Special Use Permit - Towing Storage Yard
Lot 4, Block 5 Cook Inlet Industrial Air
Park - 310 Airport Way
KPB Parcel ID: 04322021



Date Printed: 12/2/2022

Map for Reference Only
NOT A LEGAL DOCUMENT



SPECIAL USE PERMIT

The **CITY OF KENAI** (City), for the consideration, and pursuant to the conditions set out below, hereby grants to **JEFFREY BETTIS** (PERMITTEE), whose address is 53335 Lee Avenue, Kenai Alaska 99611, the non-exclusive right to use the parcel as described below:

T 6N R 11W SEC 32 SEWARD MERIDIAN KN 0001448 COOK
INLET INDUSTRIAL AIR PARK SUB LOT 4 BLK 5 as depicted in
Exhibit A (310 Airport Way). Approximately 0.46 acre.

1. **TERM.** This special use permit shall commence and be effective on December 30, 2022, and shall extend through December 29, 2023.
2. **CANCELLATION.** Pursuant to requirements of the Federal Aviation Administration, the City reserves the right to cancel this special use permit with a minimum 90-day 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 \$6,190.08, plus applicable sales tax.

The Permittee shall not use the parcel 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 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 a Towing Storage Yard. 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 a towing storage yard.
 - B. Vehicles 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. Vehicles must be stored in a manner that will not impact any City snow clearing or moving activities.
 - E. Vehicle shall be stored such that there will not be oil or other hazardous fluids leaking onto the premises.
 - F. Vehicles shall be stored such that there will not be grass or vegetation growing between vehicles.
 - G. The Permittee shall follow requirements of the City Fire Marshal and allow City staff to inspect the premises if requested.
 - H. The Permittee shall comply with the conditions set forth in the Conditional Use Permit (Resolution No. PZ2022-26).
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 December 30, 2022. The effective date of the insurance shall be no later than December 30, 2022.
- 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 personal property 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 or 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.

CITY OF KENAI

By: _____
Paul Ostrander
City Manager

JEFF BETTIS

By: _____
Jeff Bettis

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 Jeffrey Bettis.

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

EXHIBIT A

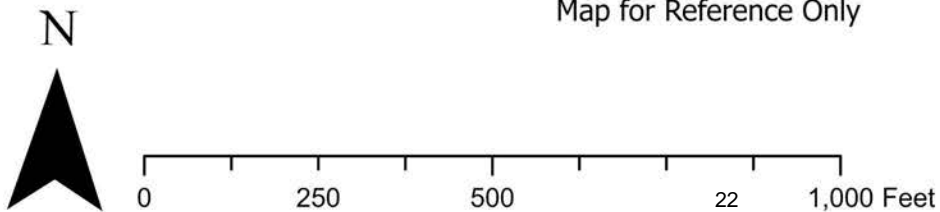
Special Use Permit - Towing Storage Yard

Lot 4, Block 5 Cook Inlet Industrial Air Park - 310 Airport Way

KPB Parcel ID: 04322021



Map for Reference Only





Kenai City Council - Regular Meeting

November 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 comments 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 comments limited to ten (10) minutes per speaker*)

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

D. PUBLIC HEARINGS

1. **ADOPTED UNANIMOUSLY. Resolution No. 2022-75** - Authorizing the Purchase of Real Property Described as Lot 7, Block 19, Original Townsite of Kenai, Located Within Section 5, T5N, R22W, Seward Meridian, and Designated as Kenai Peninsula Borough Parcel Number 04710307 From Julian Errea et al. and Dan Hilderbrand, for the Public Purpose of Including the Property in the Bluff Erosion Restoration Project and Determining that the Public Interest Will Not be Served by an Appraisal. (Administration) (7 Yes, 0 No)
2. **ADOPTED AS AMENDED UNANIMOUSLY. Resolution No. 2022-76** - Authorizing a Contract for Employee Health Care Effective January 1, 2023. (Administration) (7 Yes, 0 No)
3. **ADOPTED UNANIMOUSLY. Resolution No. 2022-77** - Authorizing the Sole Source Purchase of a Team Eagle Edge-Lite Runway Edge Light Cleaner Attachment from BSI Equipment LLC for the Kenai Municipal Airport Through the Federal Aviation Administration Airport Improvement Program Grant No. 3-02-0142-072-2022 and Issuance of a Purchase Order. (Administration) (7 Yes, 0 No)

E. MINUTES

1. *Regular Meeting of November 2, 2022. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Non-Objection to Liquor License Renewal for Playa Azul. (City Clerk)
3. ***Ordinance No. 3321-2022** - Repealing Kenai Municipal Code Sections 13.30.030- Night Parking Prohibited, 13.30.050- Signs Bearing the Legend, and 13.30.100- Parking Prohibited on Kenai Avenue, and Reenacting and Renaming Kenai Municipal Code 13.30.030- Street Parking Prohibitions, to Allow Greater Flexibility in Regulating Street Parking in the City. (Legal)
4. ***Ordinance No. 3322-2022** - Increasing Estimated Revenues and Appropriations in the General Fund for Costs in Excess of Budgeted Amounts for Public Works Street Lighting Repairs and Maintenance. (Administration)
5. ***Ordinance No. 3323-2022** - Accepting and Appropriating Grants from the U.S. Department of Homeland Security Passed Through the State of Alaska Department of Military and Veterans' Affairs for the Purchases of Public Safety Radios, Police In-Car Video Systems, and a Cyber Security Assessment. (Administration)
6. **JOHN COSTON UNANIMOUSLY APPOINTED. Action/Approval** – Confirmation of Mayoral Nomination for Appointment to the Harbor Commission. (Mayor Gabriel) (7 Yes, 0 No)

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENTS

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

L. EXECUTIVE SESSION

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Race Across Alaska Winter Challenge (RAAWC) Invite

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/89664559311>

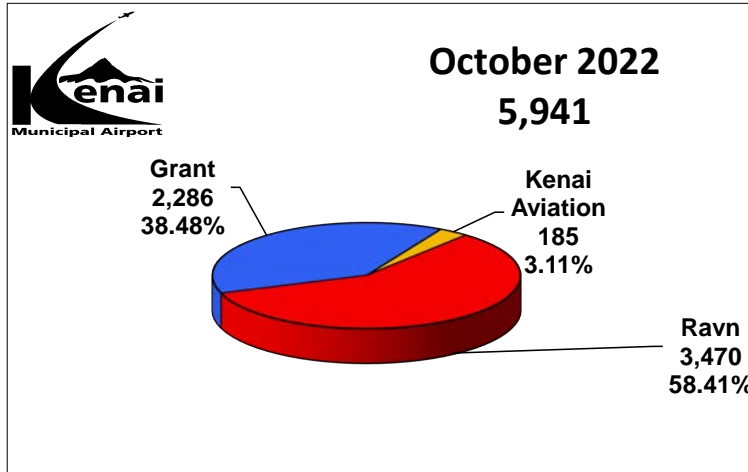
Meeting ID: 896 6455 9311 **Passcode:** 290589

OR

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

Meeting ID: 896 6455 9311 **Passcode:** 290589

October
Enplanement Report



Month	RAVN ALASKA	GRANT AVIATION	Kenai Aviaiton	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	3,438	1,911		5,349	4,127	1,222
April	3,430	1,720		5,150	4,035	1,115
May	3,661	1,909	51	5,621	4,464	1,157
June	4,268	2,448	44	6,760	5,953	807
July	6,162	2,682	52	8,896	9,259	-363
August	4,968	3,250	56	8,274	10,035	-1,761
September	4,258	2,506	36	6,800	6,500	300
October	3,470	2,286	185	5,941	5,596	345
November				0	5,803	
December				0	5,571	
Totals	39,659	22,049	424	62,132	67,844	5,662

Terminal - Vehicle Parking Revenues

October		FY22 Total	
FY22	\$16,723	FY22 Total	\$202,020
FY23	\$19,707	FY23 YTD	\$78,122

