

**KENAI AIRPORT COMMISSION
REGULAR MEETING
MAY 11, 2023 – 6:00 P.M.
KENAI MUNICIPAL AIRPORT CONFERENCE ROOM
305 N. WILLOW STREET, SUITE 110 KENAI, AK 99611
Telephonic/Virtual Information Page 2
<http://www.kenai.city>**

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval

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

1. Terminal Landscaping – Elise Huggins, Landscape Architect/Principal, Earthscape, LLC.

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

D. APPROVAL OF MEETING SUMMARY

1. March 9, 2023.....Pg. 3

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** – Recommending the City Council Approve a Special Use Permit to Rogue Wave Processing for Aircraft Loading and Parking Space Related to Fish Haul Operations.Pg. 6
2. **Discussion/Recommendation** – Recommending the City Council Approve a Memorandum of Agreement with Ted Stevens Anchorage International Airport for Use of the Alaska Regional Aircraft Fire Training Center.....Pg. 16

G. REPORTS

1. Airport Manager
2. City Council LiaisonPg. 21

H. NEXT MEETING ATTENDANCE NOTIFICATION – June 8, 2023

I. COMMISSIONER COMMENTS AND QUESTIONS

J. ADDITIONAL PUBLIC COMMENT

K. INFORMATION ITEMS

1. March 2023 Enplanements & Parking Revenue Report.....Pg. 27

L. ADJOURNMENT

Join Zoom Meeting

<https://us02web.zoom.us/j/86448596113?pwd=eXo3b2pyUXdCWnh4K0dUbC9BVitxQT09>

Meeting ID: 864 4859 6113 **Password:** 961685

OR

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

Meeting ID: 864 4859 6113 **Password:** 961685

****PLEASE CONTACT US IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING**
MEGHAN – 283-8231 OR, ELAND – 283-8282**

**KENAI AIRPORT COMMISSION
REGULAR MEETING
MARCH 9, 2023 – 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, J. Zirul

Commissioners Absent: None.

Staff/Council Liaison Present: Airport Manager E. Conway, City Clerk S. Saner, Council Member Knackstedt

A quorum was present.

c. Agenda Approval

MOTION:

Commissioner Caldwell **MOVED** to approve the agenda as revised. 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. January 12, 2023

MOTION:

Vice Chair Minelga **MOVED** to approve the meeting summary of January 12 2023 as written. Commissioner Daily **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS – None.

6. NEW BUSINESS

a. Discussion/Recommendation – Recommending City Council Approval of the Student Representative Policy No. 20.100

City Clerk Saner clarified that this would repeal both of the existing student representative policies and establish one policy that's applicable to all boards, commissions and councils; she reviewed the proposed changes from the previous policy.

Clarification was provided that the students' reporting requirements would be established through their school's leadership groups.

MOTION:

Vice Chair Minelga **MOVED** to recommend that the Kenai City Council approve the Student Representative Policy No. 20.100. Commissioner Caldwell **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

[Commissioner Zirul arrived 6:05 p.m.]

- b. **Discussion/Recommendation** – Recommending City Council Approval of Amendments to the City Council Procedures for Commissions, Committees and Council on Aging Policy No. 2016-01

City Clerk Saner reviewed the proposed amendments to the Procedures for Commissions, Committees and Council on Aging Policy.

MOTION:

Commissioner Daily **MOVED** to recommend that the Kenai City Council Approval of Amendments to the City Council Procedures for Commissions, Committees and Council on Aging Policy No. 2016-01. Vice Chair Minelga **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

- c. **Discussion/Recommendation** – Recommending City Council Approval of a Special Use Permit to Pacific Star Seafoods to Conduct Fish Haul Operations.

Airport Manager Conway explained that Pacific Star Seafoods, Inc. is requesting a Special Use Permit for 15,000 square feet for aircraft loading and parking related to fish haul operations, to be used between June 1, 2023 and July 21, 2023.

MOTION:

Commissioner Caldwell **MOVED** to recommend that the Kenai City Council approve a Special Use Permit to Pacific Star Seafoods to Conduct Fish Haul Operations. Commissioner Daily **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

- d. **Discussion/Recommendation** – Recommending City Council Approval of a Special Use Permit to The Fishing Grounds LLC to Operate a Snack/Gift Shop Inside the Airport Terminal Building, Suite 120.

Airport Manager Conway reported that multiple individuals had expressed interest in the space, and he is glad to see the space in operation again as it will have value for travelers.

Applicant Rebecca Boettcher reviewed what would be sold and clarified that she intends for the operating hours to be 6:00 a.m. to 8:00 p.m.

MOTION:

Commissioner Caldwell **MOVED** to recommend that the Kenai City Council approve a Special Use Permit to The Fishing Grounds LLC to Operate a Snack/Gift Shop Inside the Airport Terminal Building, Suite 120. Commissioner Bielefeld **SECONDED** the motion.

UNANIMOUS CONSENT was requested.
VOTE: There were no objections; **SO ORDERED.**

7. REPORTS

- a. **Airport Manager** – Airport Manager Conway reported on the following:
- Enplanement increase year over year.
 - Met with the FAA in Anchorage to discuss upcoming runway project.
 - Will attend FAA workshop in Anchorage on March 21st.
 - Vacancy update.
- b. **City Council Liaison** – Council Member Askin reported on the actions of the February 15, 2023 and March 1, 2023 City Council meetings.

8. NEXT MEETING ATTENDANCE NOTIFICATION – April 13, 2023

9. COMMISSIONER COMMENTS AND QUESTIONS

Vice Chair Minelga suggested that the Commission tour the Fire Training Center Facility. Commissioner Pitts inquired about snow removal at the Airport.

10. ADDITIONAL PUBLIC COMMENT – None.

11. INFORMATION ITEMS

- a. January 2023 Enplanements
b. February 2023 Enplanements

12. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 6:28 p.m.

Meeting summary prepared and submitted by:

Meghan Thibodeau
Deputy City Clerk



Kenai Municipal Airport
305 N Willow St., Ste. 200
Kenai, Alaska 99611
Phone 907.283.7951
www.kenaiairport.com

MEMORANDUM

TO: Chair Feeken, and Airport Commission Members
FROM: Eland Conway, Airport Manager
DATE: May 04, 2023
SUBJECT: Special Use Permit – Rogue Wave Processing

Rogue Wave Processing is requesting a Special Use Permit for 15,000 square feet for aircraft loading and parking related to fish haul operations.

The Special Use Application and \$100.00 application fee has been received.

The Special Use Permit is effective June 1, 2023 through August 31, 2023. The monthly rental rate for the month of June is \$1,587.50 plus tax. The rental rate for the months of July and August is per the FY2023 fee schedule, to be determined at a future City Council meeting (Expected to be \$1,662.50 plus tax).

Does Commission recommend Council approve the Special Use Permit to Rogue Wave Processing?

Attachments

SPECIAL USE PERMIT 2023

The CITY OF KENAI (City) grants to ROGUE WAVE PROCESSING. (Permittee), whose address is 38664 Kalifornsky Beach Road, Kenai, Alaska 99611, a Special Use Permit for the purpose of on or off-loading fish at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 15,000 square feet as described in the attached diagram shown in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for two months commencing on June 1, 2023, and ending on August 31, 2023. Regardless of the date of signature, this Permit shall be effective as of June 1, 2023.
3. **Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:

- A. **Permit:** Permittee shall pay a monthly fee plus applicable sales tax as follows:

June	\$ 1,587.50 + applicable tax
July	Per fee schedule adopted in FY24 Budget
August	Per fee schedule adopted in FY24 Budget

B. Proximity Card for Gate Access: In addition to the general permit fee, Permittee shall pay a deposit of One Hundred Dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.

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

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. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of 10% per annum, and penalty of 10% shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination).

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

On or off-loading fish. **NOTE:** This permit does not guarantee the exclusive use of the area identified in Exhibit A. City reserves the right to re-assign Permittee, upon reasonable notice, to other areas as airport needs may require.

Permittee shall have the right of ingress and egress to the Airport using only designated gate access locations (which may require a proximity card) for the use of the Premises. This Permit, and any access rights allowed hereunder, are for Permittee's use only and may not be transferred or assigned.

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.

No person may repair an aircraft, aircraft engine, propeller, or apparatus in an area of the Airport other than that specifically designated for that purpose by the Airport Manager or designated representative. The Airport Manager or designated representative reserves the right to designate reasonable areas where aircraft owners may perform services on their own aircraft.

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. Radio Transmitting Equipment. Permittee shall discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

9. Insurance. 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 June 1, 2023. The effective date of the insurance shall be no later than June 1, 2023.

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.

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

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City's staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with 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.

12. Fuel Spill Prevention and Response Plan. Areas of the apron have been seal coated to protect asphalt from adverse effects of petroleum product spills. The City requires that

Permittee provide adequate absorbent materials and tools available on the Premises and at the airport in order to maintain a fuel spill and response capability. Permittee shall be liable for any damage caused by and costs associated with any spill, the cleanup of any spill, or the discharge of petroleum products or hazardous materials due to Permittee's use of the apron and/or use of the Airport.

Permittee shall provide to City an acceptable fuel spill prevention and response plan and will maintain fuel spill and response capability. Permittee further agrees to have a copy of the fuel spill prevention and response plan located in the Permittee's fuel dispensing equipment at all times. Permittee must comply with the Airport's Storm Water Pollution Prevention Plan as appropriate to Permittee's activities.

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

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

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

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

Permittee is subject to FAA Advisory Circular 150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports, the National Fire Protection Associations' "Standard for Aircraft Fueling Servicing" in NFPA 407 (1996 version), and the current version of the International Fire Codes. All inspections of fuel facilities, by City or other regulating entities to which Permittee is subject, shall be conducted to assure compliance with the fire safety practices listed in these referenced documents.

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

14. No Discrimination. Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes

the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

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

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

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

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

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

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

21. 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 \$25.00 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

22. Termination; Default. This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety or due to a failure of Permittee to comply with condition or term 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.

23. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within 30 days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

24. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within 90 days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three consecutive weeks not more than 30 days nor less than seven days before the time of the auction.

25. Definitions. As used in this Permit, "Permittee" means State, Department of Natural Resources, Division of Forestry, and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

CITY OF KENAI

ROGUE WAVE PROCESSING

By: _____
Terry Eubank Date

By: _____
Nathan A Berga Date

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2023, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2023, the foregoing instrument was acknowledged before me by Nathan A Berga, Contractor, Rogue Wave Processing, on behalf of the State of Alaska.

Notary Public for Alaska
My Commission Expires: _____

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney



Google Earth

Image © 2023 CNES / Airbus

400 ft





Kenai Municipal Airport
305 N Willow St., Ste. 200
Kenai, Alaska 99611
Phone 907.283.7951
www.kenaiairport.com

MEMORANDUM

TO: Chair Feeken, and Airport Commission Members

FROM: Eland Conway, Airport Manager

DATE: May 05, 2023

SUBJECT: Memorandum of Agreement for the use of the Alaska Regional Aircraft Fire Training Center

The Alaska Regional Aircraft Fire Training Center is the largest of the two public Aircraft Rescue Firefighting (ARFF) Training Centers in Alaska. The Fire Training Center is critical to regulatory compliance for all of the users operating certificated airports in Alaska.

The Ted Stevens Anchorage International Airport (ANC) is the largest certificated airport in the State of Alaska, and employs more than 40 Airport Police & Fire Officers requiring initial and recurrent ARFF training. This Memorandum of Agreement (MOA) between the City of Kenai and ANC establishes the roles and responsibilities surrounding the use of the Fire Training Center as it relates to ARFF, ensures a successful 2023 ARFF training season, and provides a stopgap while the Airport pursues a long-term facility management agreement.

Does Commission recommend Council approve the MOA with Ted Stevens Anchorage International Airport?

Attachments

Memorandum of Agreement

between

The City of Kenai

And

The State of Alaska DOT&PF—Ted Stevens Anchorage International Airport

5000 West International Airport Road

Anchorage, Alaska 99502

This Memorandum of Agreement between the City of Kenai (hereinafter referred to as the "Airport"), and the State of Alaska DOT&PF— Ted Stevens Anchorage International Airport (hereinafter referred to as "Ted Stevens Anchorage International Airport" or "ANC").

PURPOSE

The purpose of this agreement is to allow the Airport, and ANC to work cooperatively to ensure the Alaska Regional Aircraft Fire Training Center (Fire Training Center) remains viable to meet required Federal Aviation Regulations for Aircraft Rescue Firefighting at certificated airports in Alaska. The Airport is the owner of the Fire Training Center and is responsible for the operation and maintenance in accordance with FAA grant assurances. ANC is the largest certificated airport in the state of Alaska and employs more than 40 Airport Police & Fire Officers requiring initial and annual recurrent ARFF training.

OBJECTIVES

- Ensure certificated airports in Alaska are able to complete initial and annual recurrent ARFF training.
- Operate and maintain the Fire Training Center in accordance with FAA grant assurances.
- Formalize policies and procedures surrounding the use of the Fire Training Center.
- Establish rates and fees to ensure the operation of Fire Training Center is sustainable.
- Encourage other stakeholders to utilize the Fire Training Center in conjunction with ANC.

WITNESSETH:

WHEREAS, it is the purpose of the Alaska Regional Aircraft Fire Training Center to provide the facilities required for certificated airports in Alaska to meet initial and annual recurrent training requirements under applicable Federal Aviation Regulations; and,

WHEREAS, the Ted Stevens Anchorage International Airport is the largest certificated airport in Alaska; and,

WHEREAS, it is mutually beneficial for the Airport and Ted Stevens Anchorage International Airport to enter into a cooperative agreement that facilitates Aircraft Rescue Firefighting training at the Fire Training Center.

NOW THEREFORE. In consideration of the mutual benefits which will accrue to the Airport and Ted Stevens Anchorage International Airport, the parties agree as follows:

- I. AUTHORIZATION: The Airport, and Ted Stevens Anchorage International Airport agree to work cooperatively in operation of the Fire Training Center to facilitate ARFF training requirements set forth by Federal Regulations for certificated airports for the Calendar year 2023.
- II. AIRPORT, AND TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT RESPONSIBILITIES: For the periods set forth above, the
 - a. Airport will:
 - A. When no preexisting scheduling conflicts exist, provide ANC use of the Alaska Fire Training Center training room(s), ARFF training props, ARFF vehicles, ARFF training prop controls, and breathing air containment fill station.
 - B. Establish rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable.
 - C. Invoice ANC for actual costs of all ARFF training consumables, to include but not limited to: propane, nitrogen, training smoke oil, vehicle fuel, etc.
 - b. Ted Stevens Anchorage International Airport will:
 - A. Schedule use of the Fire Training Center with Airport Administration.
 - B. Provide for, or contract with qualified instructors approved by the Airport for ARFF training.
 - C. Allow additional stakeholders to attend training when space is available.
 - D. Ensure all trainees are equipped with all necessary Personal Protection Equipment.
 - E. Assume responsibility for any damage to Fire Training Center property (real and personal), caused by its officers, employees, contractors or agents, or that occurs during the course of training activities and notify the Airport of any damage as soon as practicably feasible.
 - F. Pay established rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable.
 - G. Pay for actual costs of all ARFF training consumables, to include but not limited to: propane, nitrogen, training smoke oil, vehicle fuel, etc.

Season	Course	Min. # of Students	Rate per Student*
May - September	Annual Live Fire/Refresher	8	400.00
	40 hour Basic ARFF	8	600.00
	40 hour Advanced ARFF	8	600.00
October - April	Annual Live Fire/Refresher	12	400.00
	40 hour Basic ARFF	12	600.00
	40 hour Advanced ARFF	12	600.00

*Rate includes use of training classroom, ARFF training props, and ARFF vehicles. Rate excludes the cost of fuels and ancillary consumables required to operate training props and equipment (Propane, Nitrogen, Training Smoke Oil, Fuel, etc.)

III. PERIOD OF PERFORMANCE

The period of performance for this agreement is for the Calendar Year 2023. While the Airport and ANC reserve the right to terminate this Agreement, at any time upon thirty days written notice without the necessity of any legal process, the Airport and ANC agree to hold a meeting prior to termination discussing the reasons for termination.

IV. CONTACTS

- A. For the Airport: Eland Conway II, Airport Manager, Kenai Municipal Airport, 305 N. Willow Street, Suite 200, Kenai, AK 99611, econway@kenai.city, 907.283.8282
- B. For Ted Stevens Anchorage International Airport: Aaron Danielson, Chief of Airport Police & Fire, Ted Stevens Anchorage International Airport, 5000 W International Airport Road, Anchorage, Alaska 99502, aaron.danielson@alaska.gov, 907.266.2407

V. SPECIAL PROVISIONS

- A. The scope and other terms of the agreement may be modified at any time by mutual consent of the signatory parties.
- B. Subject to Section II.(b)(E) above, the parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries caused by the other party, their agents, contractors, or officers.
- C. This MOA may be modified or amended as necessary upon written consent of all parties or may be terminated by either party with a 30-day written notice to all other parties.

VI. INSURANCE

Ted Stevens Anchorage International Airport, independently or through its contractors shall obtain and maintain insurance, in amounts not less than those

listed below, by insurance companies with acceptable industry ratings, so long as such company is not barred from insuring City assets. All policies or endorsements shall, where possible, name the City as an additional insured or a loss payee as appropriate. Contractor may not commence to perform under this Agreement until all required insurance is in full force and effect and approved by the City.

Contractor shall provide the City with certificates of insurance within thirty (30) days of the effective date of this Agreement. The insurance shall be provided by a carrier rated "A-" or better by A.M. Best.

Comprehensive general liability: combined single limit (death, bodily injury and property damage (rented or leased property coverage)) \$1.5 million

Professional liability: \$1 million

Worker's Compensation: statutory minimum

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the date of last signature below.

CITY OF KENAI

**TED STEVENS
ANCHORAGE INTERNATIONAL AIRPORT**

Terry Eubank, City Manager

Aaron Danielson, Chief of AP&F

DATE

DATE



Kenai City Council - Regular Meeting

April 19, 2023 — 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. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

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

B. SCHEDULED ADMINISTRATIVE REPORTS

1. Fiscal Year 2022 Audit Report, Joy Merriner, BDO USA, LLP.
2. Spruce Bark Beetle Mitigation Update, City of Kenai Fire Chief Tony Prior.

C. SCHEDULED PUBLIC COMMENTS (*Public comments limited to ten (10) minutes per speaker*)

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

E. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY. Ordinance No. 3342-2023** - Increasing Estimated Revenues and Appropriations in the Congregate Housing Fund for Costs in Excess of Budgeted Amounts. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3343-2023** - 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)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3344-2023** - Amending Kenai Municipal Code Chapter 8.20 - Fireworks Control, by Removing References to City Permits - which are Redundant to the States Firework Display Permit. (Administration)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2023-26** - Amending the City Council's Procedures for Commissions, Committees and Council on Aging Policy No. 2016-01 and Renumbering to Policy No. 20.020. (Gabriel, Baisden)
5. **ADOPTED UNANIMOUSLY. Resolution No. 2023-27** - Repealing the City Council's Unnumbered Student Representative Policy, Repealing the Parks and Recreation Commission

Student Representative Policy No. 2018-01, and Enacting City of Kenai Student Representative Policy No. 20.100. (Gabriel, Baisden)

6. **ADOPTED UNANIMOUSLY. Resolution No. 2023-28** - Approving a Twelve-Month Extension of Time for Good Cause for the Completion of Permanent Improvements for a Lease Between the City of Kenai and Schillings Rentals, LLC for Airport Reserve Lands Described as Lot 5A, Block 1, FBO Subdivision 2018 Replat. (Administration)

F. **MINUTES**

1. *Regular Meeting of April 5, 2023. (City Clerk)

G. **UNFINISHED BUSINESS**

H. **NEW BUSINESS**

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Non-Objection to the Renewal of a Liquor License for AK Inc., DBA: Speedway Express #60206 - License No. 4544. (City Clerk)
3. ***Ordinance No. 3345-2023** - Accepting and Appropriating Donations for Construction of the Kenai Community Dog Park. (Administration)
4. ***Ordinance No. 3346-2023** - Increasing Estimated Revenues and Appropriations in the General Fund, Fire Department for the Purchase of an Inflatable Rescue Boat. (Administration)
5. ***Ordinance No. 3347-2023** - Establishing the Storefront and Streetscape Improvement Program and Appropriating \$50,000 from the General Fund. (Askin, Sounart)
6. **WORK SESSION SCHEDULED FOR MAY 3, 2023 AT 4:30 P.M. Discussion/Action** - Scheduling a Council Work Session on Employee Recruitment and Retention Difficulties and Recommendations for May 3, 2023 at 4:30 p.m. (Administration)

I. **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

J. **REPORT OF THE MAYOR**

1. Mayoral Proclamation Congratulating the Kenai Central Kardinal Cheer Team.

K. **ADMINISTRATION REPORTS**

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

L. **ADDITIONAL PUBLIC COMMENTS**

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

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

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

Join Zoom Meeting

<https://us02web.zoom.us/j/83088106692>

Meeting ID: 830 8810 6692 **Passcode:** 205109

OR

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

Meeting ID: 830 8810 6692 **Passcode:** 205109



Kenai City Council - Regular Meeting

May 03, 2023 – 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. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

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

B. SCHEDULED ADMINISTRATIVE REPORTS

C. SCHEDULED PUBLIC COMMENTS (*Public comments limited to ten (10) minutes per speaker*)

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

E. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY. Ordinance No. 3345-2023** - Accepting and Appropriating Donations for Construction of the Kenai Community Dog Park. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3346-2023** - Increasing Estimated Revenues and Appropriations in the General Fund, Fire Department for the Purchase of an Inflatable Rescue Boat. (Administration)
3. **ENACTED. Ordinance No. 3347-2023** - Establishing the Storefront and Streetscape Improvement Program and Appropriating \$50,000 from the General Fund. (Askin, Sounart)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2023-29** - Deferring the Annual City Fee for Tideland Leases for Shore Fisheries to Provide Relief for Set Net Operators Leasing Tidelands from the City for Commercial Setnet Operations if Setnet Fisheries Remain Closed in the Upper Cook Inlet Eastside Set Net Fishery Salamatof Beach Section. (Gabriel)
5. **ADOPTED UNANIMOUSLY. Resolution No. 2023-30** - Authorizing a Reallocation of Funds within the Congregate Housing Improvement Capital Project Fund. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2023-31** - Authorizing a Reallocation of Funds within the Municipal Roadway Improvements Capital Project Fund. (Administration)
7. **ADOPTED UNANIMOUSLY. Resolution No. 2023-32** - Approving a Lease Utilizing a Non-Standard Lease Form on Airport Reserve Lands Between the City of Kenai and the Federal

Aviation Administration for the Automated Flight Service Station and Satellite Communication Network Facilities on Lot 7A-1 FBO Subdivision No. 5. (Administration)

8. ***ADOPTED UNANIMOUSLY. Resolution No. 2023-33*** - Approving an Amendment to the Lease and Concession Agreement for the Kenai Municipal Golf Course and Recreation Area Between the City of Kenai and Griffin Golf, LLC. (Administration)

F. MINUTES

1. *Regular Meeting of April 19, 2023. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Purchase Orders and Purchase Order Amendments Requiring Council Approval in Accordance with KMC 7.15.020. (Administration)
3. ***Action/Approval** - Non-Objection to the Transfer of a Limited Marijuana Cultivation Facility License for Grateful Bud, LLC., DBA: Grateful Bud, LLC. - License No. 16474. (City Clerk)
4. ***Ordinance No. 3348-2023** - Accepting and Appropriating Funds from the Institute of Museum and Library Services, Passed through the State of Alaska, Department of Education and Early Development, Division of Library, Archives & Museums, for Library Employee Training. (Administration)
5. ***Ordinance No. 3349-2023** - Accepting and Appropriating a Donation to the Kenai Community Library for the Purchase of Early Literacy Equipment and Furniture. (Administration)
6. ***Ordinance No. 3350-2023** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures. (Administration)
7. ***Ordinance No. 3351-2023** - Accepting and Appropriating Funding from the State of Alaska Department of Health and Social Services, Division of Public Health for the Healthy and Equitable Communities Program, and Authorizing the City Manager to Execute a Memorandum of Agreement for this Funding. (Administration)
8. ***Ordinance No. 3352-2023** - Increasing Estimated Revenues and Appropriation in the Kenai City Dock Improvement, Animal Control Improvement, and Airport Snow Removal Equipment Improvement Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)
9. ***APPROVED UNANIMOUSLY. Action/Approval*** - Special Use Permit to Kenai Aviation Operations, LLC. for Airport Taxilane Space for Aircraft Parking. (Administration)
10. **Discussion** - Status and Path Forward for Wildwood Drive Rehabilitation Project. (Administration)

I. 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

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

1. Review and Discussion of the City Attorney's Evaluation Which May be a Subject that Tends to Prejudice the Reputation and Character of the City Attorney [AS 44.62.310(C)(2)].
2. Review and Discussion of the City Clerk's Evaluation Which May be a Subject that Tends to Prejudice the Reputation and Character of the City Clerk [AS 44.62.310(C)(2)].

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

1. CIRCAC Director's Report

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86090121719>

Meeting ID: 860 9012 1719 **Passcode:** 016058

OR

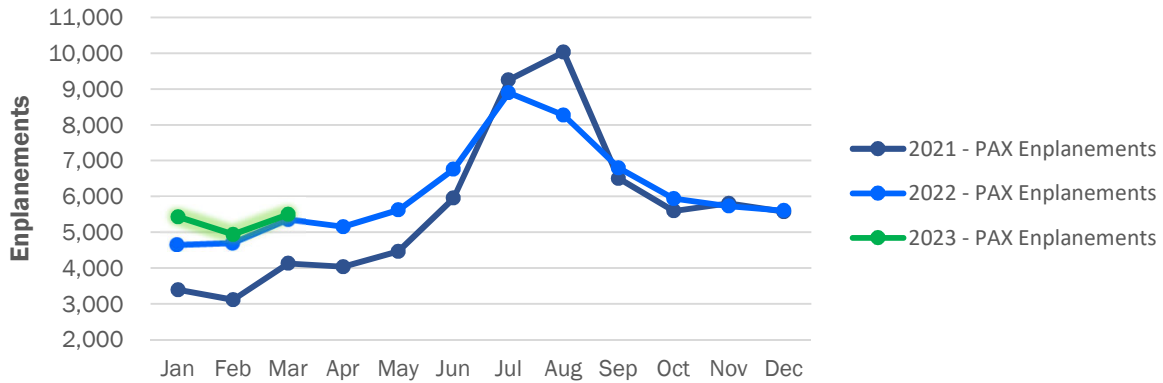
Dial In: (253) 215-8782 or (301) 715-8592

Meeting ID: 860 9012 1719 **Passcode:** 016058

Kenai Municipal Airport

Monthly Report - March 2023

ENA Enplanements



	2021		2022		2023	
	PAX Enplanements	% Δ	PAX Enplanements	% Δ	PAX Enplanements	% Δ
Jan	3,389		4,646	▲ 37.1%	5,430	▲ 16.9%
Feb	3,112		4,695	▲ 50.9%	4,939	▲ 5.2%
Mar	4,127		5,349	▲ 29.6%	5,501	▬ 2.8%
Apr	4,035		5,150	▲ 27.6%		
May	4,464		5,621	▲ 25.9%		
Jun	5,953		6,760	▲ 13.6%		
Jul	9,259		8,896	▬ -3.9%		
Aug	10,035		8,274	▼ -17.5%		
Sep	6,500		6,800	▬ 4.6%		
Oct	5,596		5,941	▲ 6.2%		
Nov	5,803		5,730	▬ -1.3%		
Dec	5,571		5,603	▬ 0.6%		
Total	67,844		73,465	▲ 8.3%	15,870	

ENA Parking Revenue

