

**KENAI AIRPORT COMMISSION
REGULAR MEETING
FEBRUARY 8, 2024 – 6:00 PM
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611**
Telephonic/Virtual Information on Page 2
<http://www.kenai.city>

A. CALL TO ORDER

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

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

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

D. APPROVAL OF MINUTES

1. January 11, 2024Pg. 3

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** – Recommendations to Council for Changes to Kenai Municipal Code Chapter 21.20 Airport Commission, and Chapter 1.90 Standards for Boards, Commissions and Committees.Pg. 6
2. **Discussion/Recommendation** – Recommendation to Council to Change the Location of Airport Commission Regular Meetings to Kenai City Hall Council Chambers.Pg. 12
3. **Discussion/Recommendation** – Recommending Council Authorization of a Memorandum of Agreement with Greatland Consulting and Training LLC for Use of the Alaska Regional Fire Training Facility.Pg. 13
4. **Discussion/Recommendation** – Recommending Council Award a Repair and Maintenance Services Contract for Security Guard Services at the Kenai Municipal Airport.Pg. 18
5. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport.Pg. 36
6. **Discussion** – Airport Budget Goals

G. REPORTS

1. Airport Manager Pg. 47
2. Commission Chair
3. City Council Liaison Pg. 48

H. ADDITIONAL PUBLIC COMMENT

I. **NEXT MEETING ATTENDANCE NOTIFICATION** – March 14, 2024

J. **COMMISSION QUESTIONS AND COMMENTS**

K. **ADJOURNMENT**

L. **INFORMATIONAL ITEMS**

1. Administrative Assistant Report: Terminal Vehicle Parking Revenues, Tower Airport Operations Counts, Air Carrier Enplanements.....Pg. 51
2. Current Airport Agreements.....Pg. 52

Join Zoom Meeting

<https://us02web.zoom.us/j/87204717261>

Meeting ID: 872 0471 7261

Passcode: 749534

OR

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

Meeting ID: 872 0471 7261

Passcode: 749534

**KENAI AIRPORT COMMISSION – REGULAR MEETING
JANUARY 11, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR GLENDA FEEKEN, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Airport Commission was held on January 11, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at 6:13 p.m.

1. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Glenda Feeken, Chair
James Bielefeld
Joshua Daily

Paul Minelga, Vice Chair
Jacob Caldwell
James Zirul

A quorum was present.

Absent:

Dan Pitts

Also in attendance were:

Derek Ables, Airport Manager
Sarah Conley, Airport Administrative Assistant
Dave Swarner, Finance Director
Henry Knackstedt, City Council Liaison

3. Election of Chair and Vice Chair

MOTION:

Commissioner Bielefeld **MOVED** to re-appoint Glenda Feeken as Chair. Commissioner Daily **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED.**

MOTION:

Commissioner Zirul **MOVED** to re-appoint Paul Minelga as Vice Chair. Commissioner Daily **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED.**

4. Agenda Approval

Chair Feeken noted the following additions to the Packet:

Add Item F.4

Discussion/Recommendation – Recommending City Council Enactment of Ordinance No. 3390-2024 - Increasing Estimated Revenues and Appropriations in the Airport Fund to Purchase Air Service Development Professional Services at the Kenai Municipal Airport for Costs in Excess of Budgeted Amounts.

MOTION:

Commissioner Caldwell **MOVED** to approve the agenda with the requested laydown. Commissioner Daily **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED**.

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF ACTION MINUTES

1. December 14, 2023

MOTION:

Commissioner Daily **MOVED** to approve the December 14, 2023 Airport Commission action minutes. Commissioner Zirul **SECONDED** the motion.

VOTE: There being no objection; **SO ORDERED**.

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. **Discussion/Recommendation** - Recommendations as Discussed During the Commission Review Work Session Held Immediately Prior.

Commissioner Caldwell stated that during the prior work session, the documents presented in the packet were reviewed and the Commission was given the opportunity to provide input and discuss concerns; it was noted that this feedback would be taken into consideration by Administration when drafting changes to bring back to the Commission at their next meeting for recommendation to Council.

2. **Discussion** - Schedule a Tour of the Alaska Regional Fire Training Center.

The Alaska Regional Fire Training Center Tour work session was scheduled for Saturday, January 27, 2024 at 12:00 p.m.

3. **Discussion/Recommendation** - First Amendment to Agreement with Tim's Janitorial for Janitorial Services at the Alaska Regional Fire Training Center.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council approval of First Amendment to Agreement with Tim's Janitorial for Janitorial Services at the Alaska Regional Fire Training Center. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet, and noted that the agreement will be month-to-month due to anticipation of using City of Kenai janitorial services in the future.

UNANIMOUS CONSENT was requested on the motion.

VOTE: There being no objection; **SO ORDERED**.

4. **Discussion/Recommendation** – Recommending City Council Enactment of Ordinance No. 3390-2024 - Increasing Estimated Revenues and Appropriations in the Airport Fund to Purchase Air Service Development Professional Services at the Kenai Municipal Airport for Costs in Excess of Budgeted Amounts.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council enactment of Ordinance No. 3390-2024. Commissioner Zirul **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the laydown. City Manager Eubank clarified that this study would better represent Kenai Airport traveler data than the current FAA data.

Discussion ensued. Commissioners Feeken and Zirul spoke in support; Commissioners Bielefeld, Daily and Caldwell spoke in opposition.

VOTE:

YEA: Feeken, Minelga, Zirul

NAY: Bielefeld, Daily

ABSTAIN: Caldwell

ABSENT: Pitts

MOTION PASSED.

G. REPORTS

1. Airport Manager – Airport Manager Ables reported on the following:
 - Turnout at the Airport meet & greet event was good.
 - The Airport Security Plan was updated to reflect personnel changes.
 - Disadvantaged Business Enterprise goals have been updated.
 - Airport Manager and Assistant completed their Airport Security Plan training and were added to the Transportation Vetting Portal.
 - Avis won the 6th annual Christmas tree contest.
2. Finance Director – Finance Director Swarner introduced himself and noted he was available for questions.
3. Commission Chair – No report.
4. City Council Liaison – Council Member Knackstedt reported on the actions of the December 20, 2023 and January 3, 2024 City Council Meetings.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – February 8, 2024

J. COMMISSION QUESTIONS AND COMMENTS

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Admin Assistant Report: Vehicle Parking Revenue, Air Traffic Control Tower Counts, Air Carrier Enplanements

There being no further business before the Airport Commission, the meeting was adjourned at 7:09 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of January 11, 2024.

Meghan Thibodeau, Deputy City Clerk



KENAI

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

MEMORANDUM

TO: Airport Commission
FROM: Scott Bloom, City Attorney
DATE: January 31, 2024
SUBJECT: **Proposed Amendments to KMC Chapter 21.20 and KMC Chapter 1.90**

On January, 11, 2024 Terry Eubank, City Manager, Shellie Saner, City Clerk, and I met with your Commission in a work session to discuss possible code changes to KMC Chapter 21.20- Airport Commission and KMC Chapter 1.90- Standard Procedures for Board, Commissions and Committees, as well as other procedures (such as an annual work plan) with the goal of improving the efficiency of your commission and making sure your valuable time as a commissioner is used wisely.

Attached to this Memorandum in Attachment A are the code changes we discussed. The changes are shown in legislative format. Underlined words are new suggestions while words in all caps are suggested for removal. In addition, comments regarding each change are provided in red. These comments are for discussion purposes only for this Commission.

If the Commission wishes to recommend Council approve the proposed amendments to code, a motion will be needed. For example, "I move to recommend that the City Council adopt the proposed amendments to KMC Chapter 21.20 and Chapter 1.90 as provided in attachment A". After the main motion has been made and seconded the subject will be before the commission for discussion and additional amendments. If additional amendments are proposed they must be made in the form of a motion, be seconded and voted on. Once discussion is complete and no additional amendments are proposed, the main motion will be voted on. All proposed amendment(s) that are approved by a majority of the Commission will be forwarded by the Administration to the Council in the form of an Ordinance, the Ordinance will also likely include recommended changes from other City Commissions that are relevant to their code sections.

The Administration may also recommend moving code provisions pertaining to the Airport Commission into a different section of code, from KMC 21.20 into KMC 1.90, for organizational purposes only, but a final recommendation on this change is still in the works. It would not have any material effect on the Commission.

Thank you for your consideration.

Chapter 21.20 AIRPORT COMMISSION

Sections:

21.20.005 Purpose

21.20.010 Duties and powers.

21.20.020 Qualifications.

21.20.030 Membership.

21.20.005 Purpose

The purpose of the Airport Commission is to advise the Council and administration on issues involving the Airport and lands held for the benefit of the Airport. This proposed new section of code is intended just to clearly state the purpose of the commission.

21.20.010 Duties and powers.

The Commission shall:

(a) [DEVELOP, ADOPT, ALTER OR REVISE, SUBJECT TO APPROVAL BY THE CITY COUNCIL, A] Review and provide recommendations on the master plan for the airport development . This may include: As discussed previously, these changes reflect that the commission itself is not independently responsible for any master plans, but that the Commission's role to provide recommendations on such plans as they are developed.

- (1) Development of type, location and sequence of all airport terminal facilities;
- (2) Development and use of all airport [AERONAUTICAL] lands. This change reflects current practice as discussed.

[(B) OBSERVE, OVERSEE AND GUIDE IN AN ADVISORY CAPACITY, ANY MATTERS RELATING TO USE OF AIRPORT RUNWAYS, AIRPORT TERMINAL, AND AIRPORT AERONAUTICAL LANDS.] This change would delete this paragraph and the new language in the paragraph below is expanded as a catchall.

[[c] b) Act in an advisory capacity to the Council and the [AIRPORT MANAGER] Administration on matters affecting the airport. This new language expands this section a little as a catchall.

([d] c) Make recommendations to the City Manager on the airport budget.

([e] d) Submit annually to the City Manager and Council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming five-year period. Such list shall be arranged in order of preference, with recommendations as to which projects are recommended for construction in which year. This new section reflects input on a capital plan similar to other commissions.

21.20.020 Qualifications.

Members of the Airport Commission will conform to the requirements of the City of Kenai Boards, Commissions, and Committees Standard Procedures as established by KMC [1.90](#), except that members of the Airport Commission need not be residents of the City of Kenai.

21.20.030 Membership.

The Commission shall comprise of seven (7) members who shall be chosen so as to represent broadly the following areas:

- (a) One member, fixed base operator (FBO).
- (b) One member, lessee of airport aeronautical lands or terminal facility.
- (c) One member, with expertise in Federal Aviation Administration functions.
- (d) One member, representing the Civil Air Patrol.
- (e) Three members, at-large, representing the business and professional community.
- (f) One non-voting member, representing ad hoc member of the Kenai City Council.

Chapter 1.90

STANDARD PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES

Sections:

- 1.90.010** **Creation.**
- 1.90.020** **Duties.**
- 1.90.030** **Qualifications.**
- 1.90.040** **Terms.**
- 1.90.050** **Proceedings.**
- 1.90.060** **Specific requirements of boards, commissions and committees.**

1.90.010 **Creation.**

All boards, commissions and committees created by the Council of the City of Kenai, [SHALL] unless otherwise specified, will consist of seven [(7)] members who shall be nominated by the Mayor and confirmed by the City Council from applications submitted to the City Clerk. A chair and vice-chair shall be selected annually and shall be elected from and by the appointed members. At the organizational meeting of Council, or as soon thereafter as practicable, the Mayor, after consultation with Council, shall nominate Council Members as a council liaison to any board, commission or committee. After confirmation by Council, the council liaison may attend all meetings of the board, commission or committee. A council liaison is not a member of, and shall have no voting power or any other rights of membership on, the board, commission or committee. The Mayor and other Council Members may attend meetings of boards, commissions or committees when serving as an alternate for the Council liaison, or in their capacity as elected officials. City administrative staff shall attend and supply staff support to all meetings of boards, commissions and committees. **This change is just to reflect that the Council on Aging can have a different number of members.**

1.90.020 **Duties.**

- (a) Members of boards, commissions and committees shall be required to establish policies relating to their respective organization. They shall act in an advisory capacity to City Council and administration unless otherwise specified in the City Code. **This change reflects that commission advise administration and not just the City Council.**

(b) If the board, commission or committee has income stated within the City of Kenai annual budget, said board, commission or committee shall work with the City Manager to establish expenses projected for the year for approval by the City Council.

1.90.030 Qualifications.

(a) A member of a board, commission or committee must be a resident of the City of Kenai, unless the board, commission or committee is specifically exempted by Council from this requirement. The member cannot be an officer or employee of the City of Kenai. If any member should move his or her residence from the corporate limits of the City of Kenai (if applicable), is an officer or employee of the City of Kenai, or shall be elected or appointed as an officer or employee of the City of Kenai, the service of such member shall terminate immediately. He or she should be aware that he or she will serve without salary, but will be reimbursed for all reasonable expenses incurred in connection with this service, only after approval by Council.

(b) The Beautification Committee, and Harbor, Library, and Parks and Recreation Commissions may at the discretion of the Council have up to two (2) non-resident members each.

(c) The Planning and Zoning Commission may have up to one member that is not a resident of the City if they have a controlling ownership interest in a business physically located in the City. This provision specifically does not create a designated seat for a non-resident.

1.90.040 Terms.

(a) A member of a board, commission or committee shall serve for a term of three (3) years, unless the board, commission or committee is specifically exempted by Council from this requirement. At renewal date, the Mayor, with consent of the Council, can reappoint the member or recommend a replacement.

(b) The terms of the initial board, commission or committee member shall be staggered so that three (3) members will be appointed for one (1) year; two (2) members will be appointed for two (2) years; and two (2) members will be appointed for three (3) years. Terms shall commence on January 1st of each year.

1.90.050 Proceedings.

- (a) All boards, commissions and committees will have regularly scheduled meetings which shall be open to the public. Exceptions to the meeting requirements shall be established by Council. Permanent records or minutes shall be kept of all proceedings and such minutes shall record the vote of each member upon every question. Every decision or finding shall immediately be filed in the office of the City Clerk and shall be a public record open to inspection by any person. All acts of boards, commissions and committees are subject to the paramount authority of the City Council.
- (b) If the commission, committee or board member shall be absent, without the body excusing the absence for good cause, from more than one-half of all the meetings of his or her committee, commission or board, regular and special, held within any period of three (3) consecutive calendar months, he or she shall thereupon cease to hold the seat. A commission, committee or board member may not have more than three (3) excused absences during a twelve (12) month calendar year.
- (c) In all matters of parliamentary procedure, the most current edition of Robert's Rules of Order Newly Revised shall be applicable and govern all meetings, unless as specified in KMC [1.15.060](#), motions; KMC [1.15.100](#), speaking; and KMC [1.15.110](#), voting.
- (d) The responsibility of insuring that all members of boards, commissions and committees receive a copy of the Standard Procedures of Boards, Commissions and Committees lies with the City Clerk.

1.90.060 Specific requirements of boards, commissions and committees.

Requirements of boards, commissions and committees as set forth in KMC [1.90](#) are general requirements and shall be followed to the extent that they do not conflict with specific requirements found in code sections specifically pertaining to individual boards, commissions and committees.



KENAI

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

MEMORANDUM

TO: Chair Feeken and Airport Commission Members
FROM: Derek Ables, Airport Manager
DATE: January 31, 2024
SUBJECT: **Airport Commission Regular Meeting Location Change to City Hall**

At the March 9, 2023 Airport Commission meeting, your commission recommended changes to the City Council Policy 20.020 Commissions, Committees and Council on Aging Procedures. One of the recommended changes was moving the location of Airport Commission regular meetings from City Hall Council Chambers to the Airport Terminal Conference Room, as requested by the Airport Manager at that time.

With the change of Airport management, the technical capabilities of the Airport Terminal Conference Room have been reassessed and we have found City Hall Council Chambers to be better suited for holding our commission meetings. The Airport Commission has been meeting regularly in Council Chambers since July of 2023, so staff is recommending that the policy be updated to reflect the commission's current practices.

The following motion is requested:

Motion

I move to recommend that the City Council amend Policy 20.020 to change the location of Airport Commission regular meetings to Kenai City Hall Council Chambers.

Thank you for your consideration.



“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
From: Derek Ables - Airport Manager
Date: January 26, 2024

Subject: *Memorandum of Agreement between the City of Kenai and Greatland Consulting and Training LLC at the Alaska Regional Fire Training Center.*

This memo recommends support of the Memorandum of Agreement between the City of Kenai and Greatland Consulting and Training LLC.

The purpose of the Alaska Regional Aircraft Fire Training Center is to provide the facilities required for certificated airports in Alaska to meet initial and annual recurrent training requirements under applicable Federal Aviation Regulations. GCT has been awarded a contract by the State of Alaska, Statewide Aviation Division to provide Aircraft Rescue Firefighting training for the employees of state operated airports. It is mutually beneficial for the Airport and GCT to enter into a cooperative agreement that facilitates Aircraft Rescue Firefighting training at the Fire Training Center for the calendar year 2024.

Does Commission recommend Council approve the Memorandum of Agreement Between Greatland Consulting and Training LLC & the City of Kenai?

Attachment – Memorandum of Agreement

Memorandum of Agreement

between

The City of Kenai

And

Greatland Consulting and Training LLC
1461 Northview Dr. Unit I-7
Anchorage, Alaska 99504

This Memorandum of Agreement between the City of Kenai (hereinafter referred to as the "Airport"), and Greatland Consulting and Training LLC (hereinafter referred to as "GCT").

PURPOSE

The purpose of this agreement is to allow the Airport, and GCT 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.

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 GCT.

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, GCT has been awarded a contract by the State of Alaska, Statewide Aviation Division to provide Aircraft Rescue Firefighting training for the employees of State operated airports; and,

WHEREAS, it is mutually beneficial for the Airport and GCT 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 GCT, the parties agree as follows:

- I. AUTHORIZATION: The Airport, and GCT 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 2024.
- II. AIRPORT, AND GCT RESPONSIBILITIES: For the periods set forth above, the
 - a. Airport will:
 - A. When no preexisting scheduling conflicts exist, provide GCT 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. Maintain the facility, including props in good working order. Airport is not responsible for any training delays or lost profits due to prop or other facility equipment breakdowns. GCT and Airport understand and acknowledge that prop repairs often require service from out-of-state personnel with limited availability.
 - C. Establish rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable.
 - b. GCT 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. Provide prompt notice to the Airport of needed maintenance to the Alaska Fire Training Center facility, ARFF training props and controls, ARFF vehicles, and breathing air containment fill station.
 - 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, customers or agents, and that occurs during the course of training activities and notify the Airport of any damage as soon as practicably feasible.
 - F. Provide certified activity reports of all training activities on a form provided by the Airport with the payment of all rates and fees.
 - G. Pay established rates & fees for use of the Alaska Fire Training Center that ensure operation and maintenance of the Fire Training Center is sustainable no later than 30 days upon the completion of the training.
 - H. 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 2024. While the Airport and GCT 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 GCT agree to hold a meeting prior to termination discussing the reasons for termination.

IV. CONTACTS

- A. For the Airport: Derek Ables, Airport Manager, Kenai Municipal Airport, 305 N. Willow Street, Suite 200, Kenai, AK 99611, dables@kenai.city, 907.283.8282.
- B. For GCT: Bob Lee, Owner/Operator, Greatland Consulting and Training LLC, 1461 Northview Dr. Unit I-7, Anchorage, Alaska 99504, bobleekconsulting@gmail.com, 907.297.9141.

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

GCT, 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

GREATLAND CONSULTING AND TRAINING LLC

Terry Eubank, City Manager

Bob Lee, Owner/Operator

DATE

DATE



"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
From: Derek Ables - Airport Manager
Date: February 1, 2024
Subject: - Contract for Security Guard Services at the Kenai Municipal Airport.

Proposals for security services were due on February 1, 2024. The proposals will be reviewed and evaluated. A laydown memo with a recommendation will be provided at the commission meeting on February 8th, 2024.

AGREEMENT FOR AIRPORT SECURITY GUARD SERVICES

THIS AGREEMENT is made this ___ day of _____ 2024, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and xxxxx (Contractor), ADDRESS XXXX.

WHEREAS, Owner desires to contract for security guard services for the Kenai Municipal Airport (Facilities); and,

WHEREAS, Owner and Contractor agree to the terms and conditions under which Contractor shall provide such services and both Owner and Contractor desire to contract for the provision of such services by Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on February 29, 2024, and end on February 28, 2027.
2. **Extension.** This Agreement may be extended for two successive one-year terms by mutual written consent of Owner and Contractor.
3. **Facility and Services.**
 - A. Contractor shall provide the services described in Sections 2 and 3 included in the Instruction to Proposers attached hereto as Exhibit A and incorporated herein by reference. Contractor shall provide and perform for Owner the services described in this Agreement seven days per week.
4. **Payment.** In exchange for performance of security guard services provided

hereunder, Owner shall pay Contractor for services rendered at the rate of \$XX per hour. Owner guarantees a minimum payment of that rate for 35 hours per week, provided Contractor actually provides those services. Contractor is expected to perform all security services as set forth above in those 35 hours per week. If Owner adds patrolled service areas, Owner shall authorize an adjustment in the number of hours in writing, subject to the minimum guarantee.

Invoices for services performed by Contractor must be received by Owner no later than five working days following the end of the month during which Contractor performed the services. Invoices must be sent to: Airport Administrative Office, 305 N. Willow St. Ste. 200, Kenai, AK 99611. Payment will be due from Owner to Contractor within thirty days after Contractor has submitted Contractor's invoice for services to Owner.

5. Administrator; Designated Representative. The Airport Manager will act as Contract Administrator (Administrator) to act on the City's behalf. Contractor is responsible for prompt attention to any defective work pointed out by the Administrator. At the request of the Administrator, Contractor shall meet with the Administrator at least twice each calendar month to conduct an inspection of the Facility and to discuss performance.

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before February 29, 2024. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such representative shall, in turn, be available at all reasonable times to report and confer with the Owner with respect to the services. Contractor must provide Owner with a telephone and/or

an answering service number through which Owner can contact the designated representative 24 hours per day. Should the designated representative be away from the City of Kenai or be otherwise unable to respond to Owner, Contractor shall designate a new or temporary representative who shall be empowered to act for Contractor and provide Owner with this contact information.

6. Independent Contractor; No Agency. Contractor's relationship with Owner is that of an independent contractor with the authority to control and direct the performance of details of the services that are the subject of this Agreement. Nothing contained in this Agreement may be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

7. Contractor's Personnel Payment and Supervision.

A. All personnel furnished by Contractor must be employees of Contractor. Contractor must pay all taxes, salaries, and expenses of each employee, including but not limited to payment of all federal social security taxes, federal and state unemployment taxes, and any payroll taxes relating to such employees.

B. The manner in which the services contracted for hereunder are to be performed are determined by the Contractor. Contractor agrees that the services provided under this Agreement must only be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards.

C. It is the Contractor's duty to train its employees in order to provide the

services required. Contractor will furnish the Administrator a list of the names, addresses and telephone numbers of Contractor's employees working under this Agreement and shall provide Owner with updates of this list as information changes.

D. Owner may require removal from the Facility those employees of Contractor whose presence is deemed incompetent, insubordinate or otherwise objectionable, or whose continued employment and presence at the Facility is contrary to the public interest or inconsistent with the best interest of Owner.

8. Insurance.

A. Throughout the term of this Agreement Contractor shall, at its own expense, secure and keep in force insurance as stated below.

i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

ii. Worker's Compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045.

iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

B. All insurance required by this paragraph 8 shall meet the following requirements:

i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,

- ii. for worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy; and,
- iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Contractor must submit to Owner proof of 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. The effective date of the insurance will be no later than the effective date of this Agreement.

D. The indemnification and insurance coverage requirements stated in this paragraph 8 and in paragraph 9, below, do not relieve Contractor of any other obligation under this Agreement.

E. Owner may increase the amount or revise the type of required insurance on written demand without requiring amendments to this Agreement. Owner will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.

9. Indemnification. The contractor shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this agreement. The contractor is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the

independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the contractor and the contracting agency, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. In this provision, “consultant” and “contracting agency” include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, “independent negligent acts, errors, and omissions” means negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor, or in approving or accepting the contractor’s work.

Following are definitions for terms in the above clause:

- (1) “contractor” means a person who contracts with a public agency to provide professional services;
- (2) “professional services” means professional, technical, or consultant’s services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation;
- (3) “public agency” means a department, institution, board, commission, division, authority, public corporation, committee, school district, political subdivision, or other administrative unit of a municipality, of a political subdivision, or of the executive or legislative branch of state government, including the University of Alaska, the Alaska Aerospace Development Corporation, the Alaska Housing Finance Corporation, the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, the Alaska Railroad Corporation, and a regional educational attendance area.

10. Complaints; Charges. If the Administrator provides complaints regarding security guard services to Contractor's designated representative, Contractor shall act on the complaint within twenty-four hours, or if urgent, on the same day the complaint is delivered to Contractor. If the deficiencies are not corrected in the Agreement for Services allotted time, Owner will arrange to have the work done and all charges will be deducted from Contractor's monthly payment.

11. Termination.

A. Termination for Cause. The obligation to provide further services under this Agreement may be terminated for cause by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the term thereof through no fault of the terminating party. The nonperforming party shall be given a fifteen calendar day cure period to show progress (satisfactory to the terminating party) after the written notice of intent to terminate.

In the event of any termination, Contractor will be paid for all services properly rendered up to the date of termination. Upon any termination, Contractor must promptly discontinue all services affected (unless a termination notice from Owner directs otherwise). In the event of termination for cause by Owner, Owner has the right of set-off from any payment due Contractor, of all expenses, costs, and damages, including professional and legal expenses necessary to provide the services.

B. Termination Without Cause. Owner retains the exclusive right to cancel, stop, or re-schedule any or all services associated with this Agreement upon thirty (30) days' written notice to Contractor. Owner reserves the right to terminate this Agreement for

reasons of convenience or if the services are no longer needed with the same termination conditions stated in subsection (A) immediately above except the fifteen (15) day cure period stated above.

Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to Owner. Termination of this Agreement by Contractor without cause shall cause Contractor to be liable to Owner for any increased costs of procuring replacement services as well as for any other damages provided by law.

12. Costs on Default. In the event that either party defaults in the performance of any of its obligations under this Agreement and an action is brought for the enforcement thereof, the defaulting party must pay the other all the costs and expenses incurred therefore, including actual, reasonable attorney's fees. No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other right or remedy, and 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 or by statute.

13. Licensing. Contractor must obtain and maintain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.

14. Visitors. Contractor may not permit there to be children, friends, or other

unauthorized persons at the Facility while the services are being performed by Contractor.

15. Assignment and Subcontract. Contractor may not assign or transfer this Agreement without the prior written approval of the Owner. Further, Contractor may not subcontract and/or transfer any part of the services or work to be performed without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner constitutes default on the part of Contractor.

16. No Discrimination. The Contractor will undertake a nondiscrimination program required by 14 CFR, Part 152, Subpart E, to insure that no person will be excluded from participating in any employment activity covered by 14 CFR, Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex. The Contractor may not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Contractor further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake nondiscrimination programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein Incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national

origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Kenai Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will there upon revert to and vest in and become the absolute property of Kenai Municipal Airport and its assigns.
*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat.252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP

persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

A. Affirmative Action: The Contractor will undertake any affirmative action program required by 14 CFR, Part 152 (Airport Aid Program), subpart E (Nondiscrimination in Airport Aid Program), and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990. Contractor assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Contractor assures that I will require its covered organizations provide assurances to state that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Contract shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, consent decree, court order, or similar mechanism. Contractor shall use state or local affirmative actions plans in lieu of any affirmative action plan or steps required by 14 CFR 152.409. Contractor shall obtain a

similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from the City.

17. Assumption of Risk. Contractor must provide all proper safeguards and assume all risks incurred in performing its services hereunder.

18. No Waiver. If Owner does not insist in any one or more instances on the strict performance by Contractor of any provision or article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or article will continue in full force. An Owner waiver of any provision or article in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.

19. Integration and Modification. This Agreement contains the entire agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party hereto, are merged and integrated into the terms of this Agreement. This Agreement may not be modified or amended except by a writing signed by both parties hereto.

20. Applicable Law/Venue. In any dispute between the parties, the laws of the State of Alaska will govern. If any such dispute results in a lawsuit, the parties may only bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

21. Rules of Interpretation. Headings of paragraphs herein are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.

22. Notices. Any and all notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and hand-delivered or mailed by certified mail, return receipt requested, to the following addresses:

Owner: Kenai Municipal Airport
305 N. Willow St. Ste. 200
Kenai, AK 99611

Contractor: _____

Either party may change its address for notice by giving notice as provided herein to the other party. Notice is effective upon hand delivery or deposit, postage prepaid, in the United States mail.

23. Authority. By signing this Agreement Contractor 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 Agreement is duly authorized by the organization to bind the organization hereunder.

24. Effective Date. This Agreement is not effective until signed by the City Manager of City of Kenai and the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for Services the day and year set forth below.

CITY OF KENAI

By: _____
Terry Eubank
City Manager

XXXXXXXXXXXXXX

By: _____
XXXXXXX
Owner





“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
From: Derek Ables - Airport Manager
Date: January 30, 2024

Subject: - Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport

Attached for your discussion and consideration is a request from Rebecca Boettcher with The Fishing Grounds LLC, to operate a snack./gift shop inside the terminal building, suite 120. This glass space consists of approximately 341 square feet.

Ms. Boettcher is proposing to pay 15% commission based on monthly gross sales, plus applicable sales tax.

It is my recommendation to allow Ms. Boettcher to enter into a Special Use Permit. The Special Use Permit would be for one year commencing May 1, 2024, and ending on April 30, 2025. The Fishing Grounds LLC has a current certificate of insurance on file and all fees are up to date.

Does Commission recommend Council approve the Special Use Permit to The Fishing Grounds LLC.?

Attachment – Special Use Permit, Exhibit A, Exhibit B, Application

SPECIAL USE PERMIT 2024

The CITY OF KENAI (City) grants to Rebecca Boettcher with The Fishing Grounds, LLC (Permittee), whose address is 48585 Wendy Ln, Soldotna, AK 99669 a Special Use Permit (Permit) for a snack/gift shop inside 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 twelve months commencing on May 1, 2024 and ending on April 30, 2025. Regardless of the date of signature, this Permit shall be effective as of May 1, 2024.
- 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 fifteen (15) percent of gross sales, 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:

Snack/gift shop

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, their 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, 2024. The effective date of the insurance shall be no later than May 1, 2024.

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. Personal Property. 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 Rebecca Boettcher with The Fishing Grounds, 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: _____
Terry Eubank Date

REBECCA BOETTCHER, THE FISHING GROUNDS, LLC

By: _____
Rebecca Boettcher Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, 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 _____, 2024, the foregoing instrument was acknowledged before me by Rebecca Boettcher, Owner, The Fishing Grounds, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

DRAFT

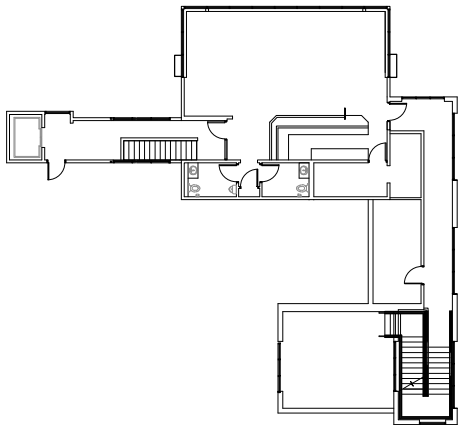
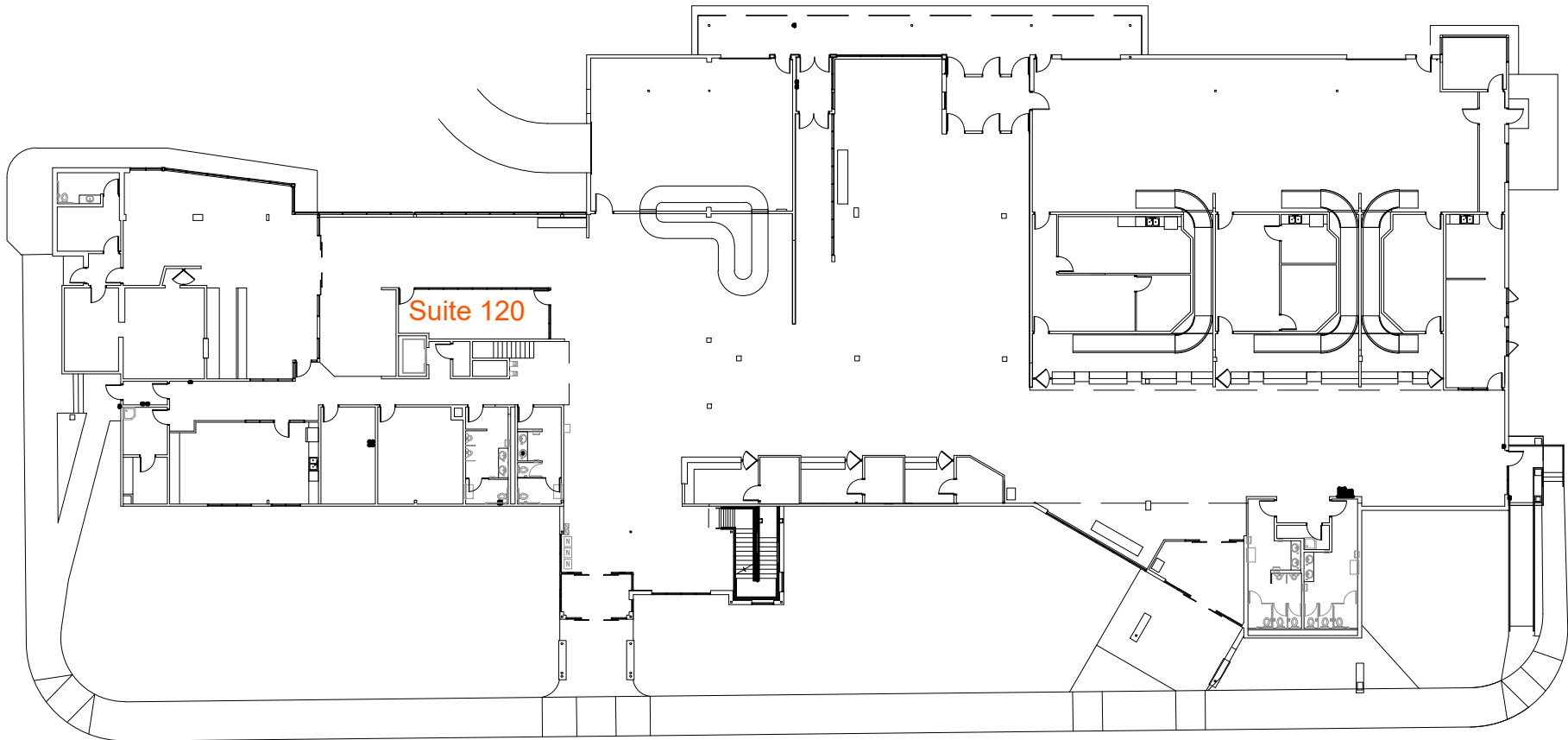


Exhibit A

THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

KENAI MUNICIPAL AIRPORT
KENAI, ALASKA

JOB NO:

REVISED: Plotted: 11/06/19



City of Kenai
Special Use Permit
Application

Application Date: January 29, 2024

Applicant Information

Name of Applicant: Rebecca Boettcher
Mailing Address: 48585 Wendy Ln, Soldotna, AK, 99669
Phone Number(s): Home Phone: ()360-7232, Work/ Message Phone: ()
E-mail: (Optional) rkb725@gmail.com
Name to Appear on Permit: The Fishing Grounds, LLC
Mailing Address: 305 N Willow, Suite 120, Kenai, AK, 99611
Phone Number(s): Home Phone: (907)360-7232, Work/ Message Phone: ()
E-mail: (Optional) thefishinggroundsak@gmail.com
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: 305 N Willow, Suite 120, Kenai, AK

Description of the proposed business or activity intended: Snack/gift shop at Suite 120 inside the Kenai Airport Terminal.

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: May 1, 2024

Signature: [Handwritten Signature] Date: January 29, 2024
Print Name: Rebecca Boettcher 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:



"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
From: Derek Ables - Airport Manager
Date: January 31, 2024
Subject: ***Airport Mid-month Report January 2024***

Alaska Regional Fire Training Facility – A tour was held on January 27th, 2024.

Monthly Progress Meeting- A monthly meeting was restarted with the FAA, Public Works, Finance, and the Airport to discuss grants on January 9th, 2024.

In-house Activities

- The RFP process took place throughout February for Security Services at the Airport. A meeting was held on January 12th for potential proposers.
- We are parking equipment in and using the sand storage building now. The final inspection still needs to take place.
- The new rental car contracts began, the spaces were spruced up, and Budget and Avis traded rental counters.
- The open airline counter space was painted and repaired. It is ready for a new tenant.
- On January 31st, 2024 the RFPs were posted for a restaurant and bar/lounge.
- The Airport met with representatives from Grant on January 3rd, 2024 to discuss leasing the open airline exclusive use space and options for apron parking.



Kenai City Council - Regular Meeting

January 17, 2024 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

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. 3385-2024** - Accepting and Appropriating a Donation to the Kenai Community Library for the Purchase of Library Materials and Software for Room and Event Scheduling. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3386-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Municipal Roadway Improvements Capital Fund to Conduct an Assessment of City Street Lighting. (Administration)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3387-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Public Works Department's Street Division's Professional Services Budget to Review and Update the City's Roadway Improvements Standards. (Administration)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2024-03** - Adopting Goals to Guide the Preparation of the Fiscal Year 2025 Annual Budget. (Administration)
5. **ADOPTED AS AMENDED. Resolution No. 2024-04** - Requesting the State of Alaska Make a Meaningful Increase to the Base Student Allocation for Public Schools. (Douthit, Daniel)

F. MINUTES

1. *Regular Meeting of January 3, 2024. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Ordinance No. 3388-2024** - Increasing Estimated Revenues and Appropriations in the General Fund for the City's Joint Participation in the Kenai Peninsula Borough's Safe Streets and Roads for All Action Plan Grant Through the United States Department of Transportation. (Administration)
3. ***Ordinance No. 3389-2024** - Accepting and Appropriating Donations from Kenai Senior Connection, Inc., to the Kenai Senior Center. (Administration)
4. ***Ordinance No. 3390-2024** - Increasing Estimated Revenues and Appropriations in the Airport Fund to Purchase Air Service Development Professional Services at the Kenai Municipal Airport for Costs in Excess of Budgeted Amounts. (Administration)
5. **INTRODUCED AND REFERRED TO THE PLANNING & ZONING COMMISSION AND HARBOR COMMISSION. *Ordinance No. 3391-2024** - Amending the Imagine Kenai 2030 Comprehensive Plan Land Use Plan Map for Certain Parcels from Industrial to Mixed-Use. (Knackstedt)
6. **INTRODUCED AND REFERRED TO THE PLANNING & ZONING COMMISSION AND HARBOR COMMISSION. *Ordinance No. 3392-2024** - Amending the Kenai Zoning Code to Add a New Zoning District, Working Waterfront (WW) and Amending the Official Zoning Map for Certain Parcels from Heavy Industrial (IH) to Working Waterfront (WW) or Conservation (C) Zoning District. (Knackstedt)
7. **Discussion** - Public Meetings Remote Participation Update. (City Clerk)

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

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/89109732128>

Meeting ID: 891 0973 2128 **Passcode:** 785524

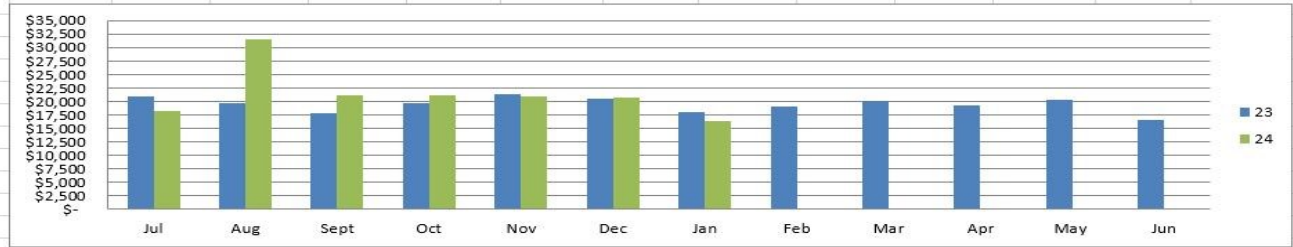
OR

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

Meeting ID: 891 0973 2128 **Passcode:** 785524

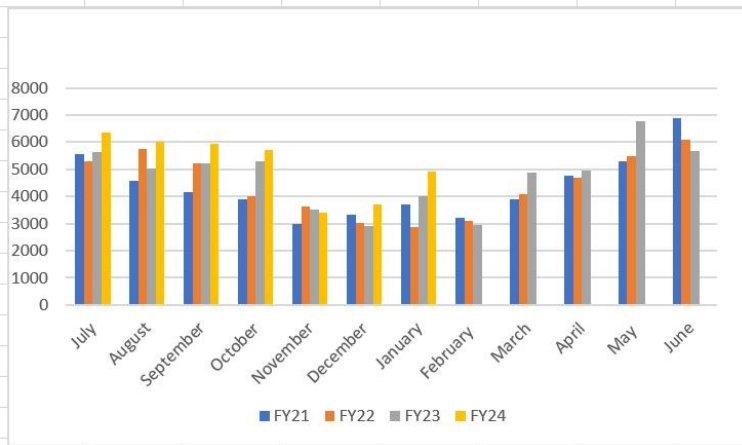


Terminal Vehicle Parking Revenues



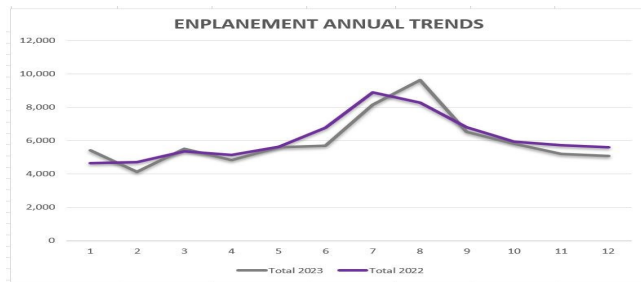
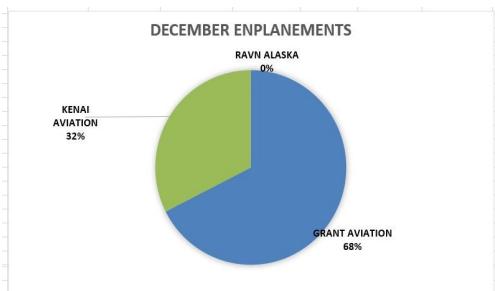
FY	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
23	\$ 20,847	\$ 19,719	\$ 17,848	\$ 19,707	\$21,447	\$ 20,594	\$ 18,144	\$ 19,005	\$ 20,124	\$ 19,276	\$ 20,360	\$ 16,612	\$ 233,683
24	\$ 18,156	\$ 31,564	\$ 21,125	\$ 21,212	\$20,861	\$ 20,654	\$ 16,316						\$ 149,888

Tower Airport Operations Counts



	FY21	FY22	FY23	FY24
July	5547	5313	5654	6337
August	4564	5747	5020	6007
September	4153	5218	5215	5950
October	3907	3990	5312	5724
November	2972	3636	3517	3404
December	3325	3018	2907	3699
January	3709	2882	4009	4927
February	3196	3117	2965	
March	3908	4069	4874	
April	4762	4697	4957	
May	5306	5472	6786	
June	6872	6072	5660	
Total	52221	53231	56876	36048

Air Carrier Enplanements



Month	RAVN ALASKA	GRANT AVIATION	KENAI AVIATION	Total 2023	Total 2022	Change from 2022
January	2,799	2,326	305	5,430	4,646	784
February	2,711	1,199	229	4,139	4,695	-556
March	2,982	2,236	280	5,498	5,349	149
April	2,529	2,087	220	4,836	5,150	-314
May	2,547	2,432	608	5,587	5,621	-34
June	2,371	2,740	590	5,701	6,760	-1,059
July	4,241	3,067	836	8,144	8,896	-752
August	4,936	3,592	1,105	9,633	8,274	1,359
September	3,429	2,474	610	6,513	6,800	-287
October	2,159	2,865	797	5,821	5,941	-120
November	33	3,508	1,669	5,210	5,730	-520
December	0	3,439	1,654	5,093	5,603	-510
Airline Total	30,737	31,965	8,903	71,605	73,465	-1,860

Company Name	Type	Start Date	End Date
Grant Aviation	AOA	7/1/2020	6/30/2025
Kenai Aviation	AOA	5/1/2022	6/30/2025
Alaska Channel	Concession	3/1/2017	2/28/2025
Avis Car Rental	Concession	1/1/2024	12/31/2028
Brothers Café	Concession	8/2/2018	6/30/2023 (month-to-month)
Budget Car Rental	Concession	1/1/2024	12/31/2028
Tyler Distributing (ATM)	Concession	7/1/2019	6/30/2024
Upper Deck	Concession	7/1/2015	6/30/2020 (month-to-month)
Guardian Security	Contract	3/1/2021	2/28/2024
Reborn Again Janitorial	Contract	7/1/2020	6/30/2024
Tim's Janitorial	Contract	9/1/2023	2/29/2024
Black bear display	Loan	10/14/2014	10/13/2024
Lynx Display	Loan	5/3/2016	5/3/2026
Polar & Brown bear displays	Loan	9/4/2014	9/3/2024
Alaska Air Fuel	SUP	7/1/2023	6/30/2024
Alaska Geographic	SUP	7/1/2023	6/30/2024
American Red Cross (Ak Fire Tx)	SUP	12/1/2023	11/30/2024
Beacon (AK Fire Tx)	SUP	1/1/2023	12/31/2023 (month-to-month)
Crowley Marine Services	SUP	7/1/2023	6/30/2024
DNR/Forestry	SUP	5/1/2023	7/31/2023
Empire Airlines, Inc.	SUP	7/1/2022	6/30/2024
Everts Air Fuel	SUP	7/1/2022	6/30/2024
Fishing Grounds	SUP	5/1/2023	4/30/2024
UPS	SUP	7/1/2023	6/30/2024