

**KENAI AIRPORT COMMISSION
REGULAR MEETING
JUNE 13, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
Telephonic/Virtual Information Below
<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. May 9, 2024Pg. 3

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Kenai Aviation Operations, LLC for 1200 Square Feet of Apron Space for Shipping of FishPg. 8
2. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Echo Lake Meats for 20 Square Feet of Terminal Space to Operate a Vending Machine.....Pg. 19
3. **Discussion** – Title VI Plan and Community Participation Plan.....Pg. 29
4. **Discussion/Recommendation** – Recommending a 1-Year Extension to the State of Alaska, Department of Natural Resources, Division of Forestry and Fire Protection for Lease Improvements.....Pg. 66
5. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to the State of Alaska, Department of Natural Resources, Division of Forestry and Fire Protection for 30,000 Square Feet of Apron Space.....Pg. 68
6. **Discussion/Recommendation** – Recommending Council Award a Concession Agreement for ATM Machine Services to Tyler Distributing.....Pg. 78

G. REPORTS

1. Airport Manager
2. Commission Chair
3. City Council Liaison.....Pg. 98

H. ADDITIONAL PUBLIC COMMENT

I. **NEXT MEETING ATTENDANCE NOTIFICATION** – July 11, 2024

J. **COMMISSION QUESTIONS AND COMMENTS**

K. **ADJOURNMENT**

L. **INFORMATIONAL ITEMS**

1. Airport Administrative Report.....**Pg. 105**

Registration is required to join the meeting remotely through Zoom. Please use the link below to register:

<https://us02web.zoom.us/join/tZclcuivrTluH9V9q1KVrVERUwInvvYLILH8>

**KENAI AIRPORT COMMISSION – REGULAR MEETING
MAY 9, 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 May 9, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at approximately 6:00 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
James Zirul

Paul Minelga, Vice Chair
Jacob Caldwell
Daniel Knesek

A quorum was present.

Also in attendance were:

Derek Ables, Airport Manager
Sarah Conley, Airport Administrative Assistant
Shellie Saner, City Clerk
Scott Bloom, City Attorney
Deborah Sounart, City Council Member

3. Agenda Approval

Chair Feeken noted that staff had requested items F.5. and F.6. be moved to the front of New Business on the agenda, along with the following additions to the packet:

Add Item F.11

Discussion/Recommendation – Recommending Council Award a Special Use Permit to Kenai Aviation, LLC for 2,714 Square Feet of Apron Space for Aircraft Parking.

- Memo
- Application
- Exhibit A
- Special Use Permit

MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda as revised. Vice Chair Minelga **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS

1. Scott Bloom, Contracts – Leases and Special Use Permits

City Attorney Bloom gave a presentation on the City's standard contract forms for leases and special use permits on airport land.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. April 4, 2024

MOTION:

Vice Chair Minelga **MOVED** to approve the April 4, 2024 Airport Commission minutes. Commissioner Bielefeld **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

5. **Discussion/Recommendation** – Recommending Council Approve a Lease of Airport Reserve Land for Property Described as Lot 5A, Block 1, FBO Subdivision 2018 Replat to Schilling Rentals, LLC.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council approve a lease of Airport Reserve Land to Schilling Rentals, LLC. Commissioner Zirul **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

6. **Discussion/Recommendation** – Recommending Council Approve a Lease of Airport Reserve Land for the Property Described as Lot 9A, Block 5, General Aviation Apron Subdivision No. 5 to D & M Land Company, LLC.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council approve a lease of Airport Reserve Land to D & M Land Company, LLC. Commissioner Zirul **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

1. **Discussion/Recommendation** - Recommendation to Council on Enactment of Ordinance No. 3415-2024 - Authorizing a Donation of Surplus Sand from the Kenai Municipal Airport to the Triumvirate Theatre for the Construction of a New Theatre.

MOTION:

Commissioner Caldwell **MOVED** to recommend City Council enact Ordinance No. 3415-2024. Commissioner Bielefeld **SECONDED** the motion.

Clarification was provided on why the sand was not suitable for use at the airport.

UNANIMOUS CONSENT was requested on the motion.

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

2. **Discussion/Recommendation** - Recommendation to Council on Enactment of Ordinance No. 3416-2024 - An Ordinance Repealing, Reenacting and Renaming Kenai Municipal Code Chapter 1.90 - Standard Procedures For Boards, Commissions and Committees, Enacting Chapter 1.95 - Standing Advisory Commissions, Repealing Chapters 11.10 - Harbor Commission, Chapter 19.05 Parks And Recreation Commission, Chapter 21.20 Airport Commission, Enacting Section 14.05.050 - Planning and Zoning Commission - Qualifications and Membership, and Approving Amendments to the Council on Aging Commission's By-Laws to Organize Streamline, and Improve the Efficiency of the City's Standing Commissions.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council enact Ordinance No. 3416-2024. Commissioner Caldwell **SECONDED** the motion.

City Clerk Saner summarized the report as provided in the packet, noting that the proposed new code had substantial structural changes; however, the intent of the Commission's March recommendation remained in the new code. Further clarification was provided on designated seats for membership.

UNANIMOUS CONSENT was requested on the motion.

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

3. **Discussion/Recommendation** – Recommending Council Approve the Fourth Amendment, Extending the Reborn Again Janitorial Contract in the Airport Terminal for One Additional Year.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approve the Fourth Amendment to agreement for janitorial services with Reborn Again Janitorial. Commissioner Knesek **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

4. **Discussion/Recommendation** – Recommending Council Approve Airport Commission 2024 Annual Work Plan.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approval of Airport Commission 2024 Work Plan as discussed during the work session prior to the meeting. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Ables thanked the Commission for their work developing the plan. Support was expressed for moving forward with the work plan.

Vice Chair Minelga clarified that Goal #1 had been reworded so the language reflected the previous version.

UNANIMOUS CONSENT was requested on the motion.

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

7. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Crowley Fuels LLC for 35,000 Square Feet of Apron Space.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council award a Special Use Permit to Crowley Fuels LLC. Commissioner Caldwell **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

8. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to United Parcel Service Co., Inc. for 4,000 Square Feet of Apron Space for Aircraft Loading and Parking.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council approval of Award a Special Use Permit to United Parcel Service Co., Inc. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

9. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Empire Airlines, Inc. for 11,250 Square Feet of Apron Space for Aircraft Parking.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council award a Special Use Permit to Empire Airlines, Inc. Vice Chair Minelga **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

10. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Everts Air Fuel, Inc. for 30,000 Square Feet of Apron Space.

MOTION:

Commissioner Caldwell **MOVED** to recommend City Council award a Special Use Permit to Everts Air Fuel, Inc. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

UNANIMOUS CONSENT was requested on the motion.

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

11. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Kenai Aviation, LLC for 2,714 Square Feet of Apron Space for Aircraft Parking.

MOTION:

Commissioner Zirul **MOVED** to recommend City Council award a Special Use Permit to Kenai Aviation, LLC. Commissioner Knesek **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet.

Commissioner Caldwell clarified that he is one of the owners on this LLC and abstained from voting.

UNANIMOUS CONSENT was requested on the motion.

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

MOTION:

Commissioner Bielefeld **NOMINATED** Paul Minelga to attend the June 5, 2024 City Council Meeting for the purpose of representing the recommendation of the majority of the Airport Commission regarding the Airport Commission 2024 Work Plan. Commissioner Caldwell **SECONDED** the motion.

UNANIMOUS CONSENT was requested on the motion.

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

G. REPORTS

1. Airport Manager – Airport Manager Ables gave a report from information provided in the packet.
2. Commission Chair – No report.
3. City Council Liaison – Council Member Sounart reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – June 13, 2024

J. COMMISSION QUESTIONS AND COMMENTS

Commissioner Daniel Knesek introduced himself and he was welcomed by the Commission.

Joshua Daily was thanked for his service to the Commission.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Airport Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 7:05 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of May 9, 2024.

Meghan Thibodeau
Deputy City Clerk



, "Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission

Thru: Derek Ables – Airport Manager

From: Sarah Conley – Administrative Assistant

Date: June 5, 2024

Subject: Kenai Aviation Operations, LLC. – Special Use Permit

Kenai Aviation Operations, LLC. is requesting a Special Use Permit for 1,200 square feet for shipping of fish boxes.

Kenai Aviation Operations, LLC has submitted the Special Use Application and paid the \$100 application fee.

The Special Use Permit will be effective June 20, 2024 – September 20, 2024.

Does Commission recommend Council approve the Special Use Permit to Kenai Aviation Operations, LLC?

Attachments- SUP Application, SUP



City of Kenai
Special Use Permit
Application

Application Date: 5/28/2024

Applicant Information

Name of Applicant:	Kenai Aviation Opertations, LLC						
Mailing Address:	101 N Willow St	City:	Kenai	State:	Ak	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 9075137171				
E-mail: (Optional)	tyson@kenaiaviation.com						
Name to Appear on Permit:	Kenai Aviation Operations						
Mailing Address:	101 N Willow St	City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 9072834124				
E-mail: (Optional)	tyson@kenaiaviation.com						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:	Apron 1200 sq/ft		
Description of the proposed business or activity intended:	Freezer connex unit. Storage for fish boxes		
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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)? June 15 - Sept 15th			
Requested Starting Date: June 15 2024			
Signature:		Date:	05/28/2024
Print Name:	Peter Heinrichsohn	Title:	CEO
For City Use Only:	Date Application Fee Received: _____		
<input type="checkbox"/> General Fund	<input type="checkbox"/> Airport Reserve Land	City Council Action/Resolution: _____	
<input type="checkbox"/> Airport Fund	<input type="checkbox"/> Outside Airport Reserve	Account Number: _____	

SPECIAL USE PERMIT

The CITY OF KENAI (City) grants to Kenai Aviation Operations LLC (Permittee), whose address is 101 N Willow Street, Kenai, AK 99611, a Special Use Permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 1200 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for three months commencing on June 20, 2024 and ending on September 20, 2024. Regardless of the date of signature, this Permit shall be effective as of June 20, 2024.
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:
\$64.00 (\$0.64 per square foot/per year)
 - 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 ten percent (10%) per annum, and penalty of ten percent (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):

Shipping fish boxes by aircraft. **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 abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee germane to a commercial entity.

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 thirty (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 20, 2024. The effective date of the insurance shall be no later than June 20, 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.

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 fifty feet (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. Personality. 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 personality of Permittee or of its customers.

22. Termination; Default. This Permit may be terminated by either party hereto by giving thirty (30) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than thirty (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 thirty (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 (10) 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 ninety (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 (3) consecutive weeks not more than thirty (30) days nor less than seven (7) days before the time of the auction.

25. Definitions. As used in this Permit, "Permittee" means Kenai Aviation and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

CITY OF KENAI

KENAI AVIATION

By: _____
Terry Eubank Date
City Manager

By: _____ Date _____
Peter Heinrichsohn
President

ACKNOWLEDGMENTS

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:

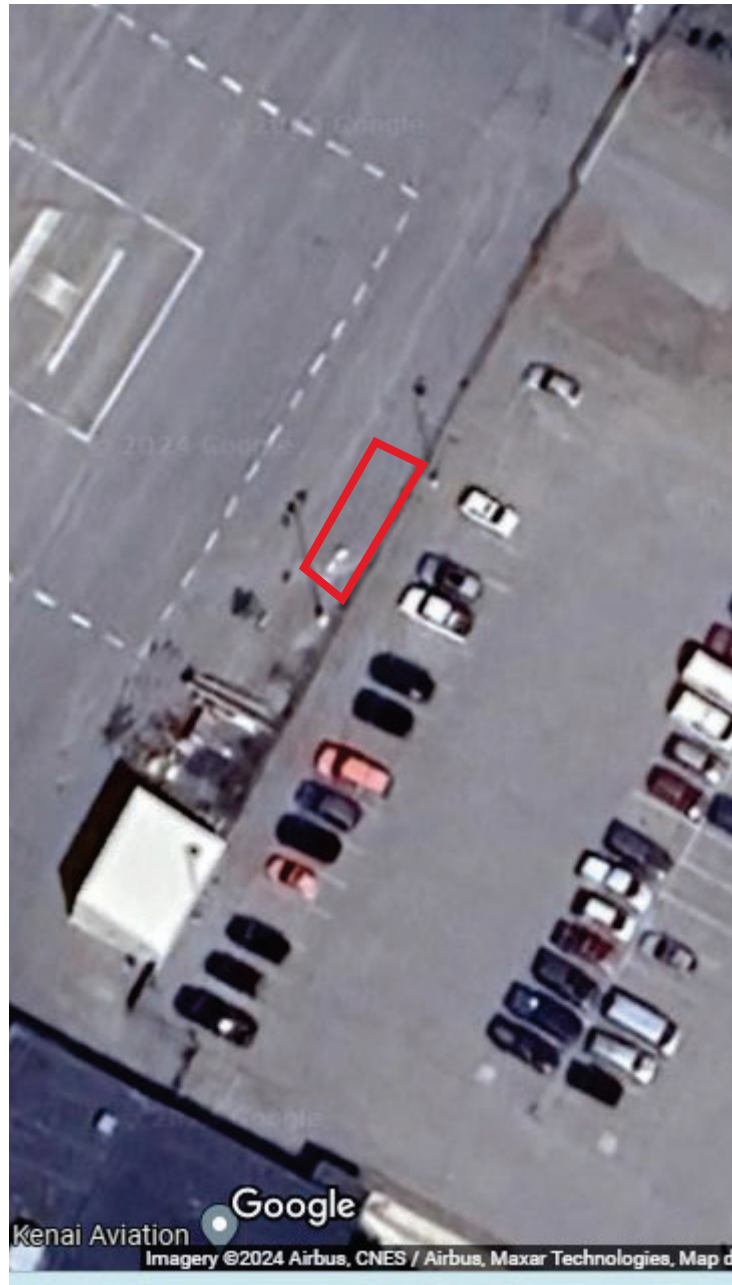
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, the foregoing instrument was acknowledged before me by Peter Heinrichsohn, President, on behalf of Kenai Aviation Operations, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to Form:

Scott Bloom
City Attorney





"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission
Thru: Derek Ables – Airport Manager
From: Sarah Conley – Administrative Assistant
Date: June 5, 2024
Subject: Echo Lake Meats – Special Use Permit

Echo Lake Meats is requesting a Special Use Permit for 20 square feet of Airport Terminal space for a vending machine that will sell meat sticks, jerky, and cheese spread.

Echo Lake Meats has submitted the Special Use Application and paid the \$100 application fee.

The Special Use Permit will be effective for 6 months, commencing on July 1, 2024 and ending on December 31, 2024.

Does Commission recommend Council approve the Special Use Permit to Echo Lake Meats LLC?

Attachments- SUP Application, SUP, exhibit B,



City of Kenai
Special Use Permit
Application

Application Date: 4/11/2024

Applicant Information

Name of Applicant:	Echo Lake Meats						
Mailing Address:	PO Box 2536	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone: () N/A		Work/ Message Phone: (907) 398-8858				
E-mail: (Optional)	erick@erickwatkins.com						
Name to Appear on Permit:	Echo Lake Meats						
Mailing Address:	PO Box 2536	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone: () N/A		Work/ Message Phone: (907) 398-8858				
E-mail: (Optional)	erick@erickwatkins.com						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:	42030 Kalifornsky Beach Rd, Soldotna AK 99669		
Description of the proposed business or activity intended:	Vending machine inside airport selling meat snack sticks, jerky, cheese spread, etc.		
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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)? 6 months -			
Requested Starting Date: June 15, 2024 - to bring in wired internet connection			
Signature:		Date:	4/11/24
Print Name:	Erick Watkins	Title:	owner

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

SPECIAL USE PERMIT 2024

The CITY OF KENAI (City) grants to Erick Watkins with Echo Lake Meats, LLC (Permittee), whose address is P.O. Box 2536, Soldotna, AK 99669, a Special Use Permit (Permit) for a vending machine inside the Kenai Municipal Airport terminal building subject to the requirements and the conditions set forth below.

- 1. Premises.** Permittee shall have the non-exclusive right to use an area in the terminal approximately 5 feet by 4 feet in size (20 SF)
- 2. Term.** The term of this Permit shall be for 6 months commencing on July 1, 2024 and ending on December 31, 2024. Regardless of the date of signature, this Permit shall be effective as of July 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)

The semi-annual fee for this permit is \$535.00 (\$53.50/SF/Year) 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.** The use of the Premises by Permittee is for the purpose of placing a vending kiosk to sell meat and cheese products.

Use of the Premises by Permittee is subject to the reasonable administrative actions of the City of Kenai for the protection and maintenance of the Premises and of adjacent and contiguous lands or facilities and is further subject to the following conditions:

Permittee acknowledges that the use granted herein is subject to the Kenai Municipal Code and municipal regulations governing the Kenai Municipal Airport and as those laws and regulations may be amended from time to time.

Solicitation of donations or operation of a business or other commercial enterprise not contemplated by this Permit is prohibited without the written consent of City.

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, 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 abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee germane to a commercial entity.

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 July 1, 2024. The effective date of the insurance shall be no later than July 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 Erik Watkins with Echo Lake Meats 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

Erik Watkins, Echo Lake Meats, LLC

By: _____
Erik Watkins 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 Erik Watkins, Owner, Echo Lake Meats, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Special Use Permit – Vending Machine

Page 6 of 7

Scott Bloom
City Attorney

DRAFT



Certified Activity Report
Concession Gross Receipts

Concessionaire: _____ Month _____, _____ Year

AMOUNT

Total receipts for the month \$ _____

(CAR due on the 10th day of the calendar month succeeding the month for which the rental installment is applicable.)

**Remit Copy to: Airport Administrative Office
305 North Willow Street
Kenai, AK 99611**

You may also email your copy to: Ena.admin@kenai.city

Certification:

I hereby certify that the figures presented are true and correct.

Business: _____

Address: _____

Signature: _____

Phone 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

Thru: Derek Ables – Airport Manager

Date: June 5, 2024

Subject: Title VI and Community Participation Plan

The Airport is now required to have a Title VI and Community Participation Plan on File with the Office of Civil Rights. The Airport is working on filling out the templates provided. Please provide any input or suggestions.

Kenai Municipal Airport Sponsor Title VI Plan

1. Title VI Policy Statement¹

[Airport Sponsor] assures that no person shall on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereafter, “Title VI and related requirements”), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

[Airport Sponsor] further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not **[If applicable: “, including any programs or activities of our sub-recipients”]**. The Airport Sponsor agrees, among other things, to understand the communities surrounding or in the flight path, as well as customers that use the airport. Anytime communities may be impacted by programs or activities the **[Airport Sponsor]** will take action to involve them and the general public in the decision making process.

[Airport Sponsor] requires nondiscrimination assurances, as prescribed by FAA, from each tenant, contractor, and concessionaire providing an activity, service, or facility at the airport. Assurances must be included in any related lease, contract, or franchise agreement between **[Airport Sponsor]** and each tenant, contractor, and concessionaire, as well as in any similar agreements with their own sub-tenants and sub-contractors.

[Title VI Coordinator’s name], available at **[phone]** and **[email]**, is responsible for overseeing the Airport Sponsor’s compliance with Title VI and the point of contact for all airport Title VI matters and related responsibilities, including those required by 49 CFR Part 21.

Signature

[Director Name]

[Director Title]

Effective Date

[Effective Date plus 3 years]

3-Year Expiration Date

¹ This policy statement will be translated into languages other than English, upon request and based on patron and local language demographics.

2. Administration

[Airport Commission, or equivalent governing authority] has reviewed and adopted this Title VI Plan for **[Airport Sponsor]**. This plan will be updated no less than once every 3 years. The plan will not be re-adopted following minor changes, such as updating the **[Airport Director, or equivalent]**'s or Coordinator's name. Significant revisions to our policies or federal guidelines may warrant re-adoption by the **[Commission, Board, or equivalent authority]** and resubmittal to FAA.

In addition to the Coordinator and airport sponsor's leadership, the following people also assist with our Title VI program requirements: **[list below or write "none"]**

Staff Supporting Title VI Program	Airport Sponsor Program / Office
<i>Abby Smith</i>	<i>Concessions Development</i>
<i>Joe Hernandez</i>	<i>Community Relations</i>
[...]	
[Add or delete lines, as needed]	

[Airport Sponsor or State DOT] has the following airport program sub-recipients: **[list below or write "none;" if your list of sub-recipients is lengthy, you may move the list to the Appendix]**

Sub-Recipients
<i>Hillsdale County Airport Board</i>
<i>Parktown Parish</i>
[...]
[Add or delete lines, as needed]

As of the date of this plan, **[Airport Sponsor]** has the following pending applications for Federal financial assistance: **[list AIP and other grants below (if known) or write "none"]**

Federal Source	Grant Number	Amount
<i>DHS</i>	<i>TZ-12345</i>	<i>\$1,000,000</i>
<i>FAA AIP</i>	<i>AB-12345</i>	<i>\$2,000,000</i>
[...]		
[Add or delete lines, as needed]		

[If applicable: "In addition, [Airport Sponsor's or State DOT's] sub-recipients have the following pending applications for Federal financial assistance (either directly from the FAA, or passed through the State DOT): [list below (if known) or write "none;" you may move this list to the Appendix, if it is lengthy]

Federal Source	Grant Number	Amount
<i>DOJ</i>	<i>TZ-678</i>	<i>\$3,000,000</i>

DOJ	AB-678	\$4,000,000
[...]		

[Add or delete lines, as needed]

Updated information for pending and awarded grant applications will be available through the following methods: **[list method or location (e.g., website) below or write "none"]**

Federal Source	Grant Award Information Available at:
DHS	www.DHSgrantinfo.gov
DOJ	www.USgrantsinfo.net
FAA AIP	https://www.faa.gov/airports/aip/
[...]	

[Add or delete lines, as needed]

3. Grant and Procurement Assurances

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b)

[Airport Sponsor] will complete standard grant assurances for Title VI and related requirements, in the form prescribed by FAA. See https://www.faa.gov/airports/aip/grant_assurances/#current-assurances.

Clauses/Covenants

- a. All contracts, leases, deeds, licenses, permits, and other similar instruments, must contain the contractual requirements and clauses, in the form prescribed by FAA. See https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/. Note that unlike many other clauses, Civil Rights clauses are required in all contracts. Note also special clauses that are required for certain types of contracts, such as land acquisition.
- b. **[Airport Sponsor]** requires, Civil Rights clauses to be included in solicitations and contracts for all subcontractors, subleases, and any other agreements. **[Add narrative discussing the methods (e.g., directives, required templates, periodic checks of sub-recipient and sub-contractor agreements, etc.)]**

Description of Oversight Methods for Subcontracts

Subcontract template must be used in all subcontracts related to the airport program. Subcontracts are audited by the Procurement Dept. to verify they include the template language, for not less than 10 percent of contractors each year.

4. Title VI Coordinator Responsibilities

The Coordinator is responsible for ensuring that they and other staff supporting the Title VI are trained in Title VI requirements. Essential training topics include:

- Basic Title VI requirements

- Airport language assistance resources and practices
- Collecting and assessing demographic data
- Reporting Title VI complaints and other required FAA notifications.

See Training Section for more information for expected training for all staff.

Among other responsibilities, the Coordinator:

- Proactively ensures that the Airport Sponsor is in compliance with nondiscrimination requirements of Title VI and reports to **[Airport Sponsor]** leadership on the status of Title VI compliances.
- Responds promptly to requests by FAA for data and records and for the scheduling of compliance reviews and other FAA meetings to determine compliance with Title VI and related requirements.
- Receives discrimination complaints covered by Title VI and related requirements, and forwards them to the FAA, within 15 days of receipt, together with any actions taken to resolve the matter.
- Provides the FAA with updates regarding its response and status of early resolution efforts to complaints concerning Title VI and related requirements (49 CFR Part 21, Appendix C(b)(3)), including resolution efforts.
- Annually reviews the airport's Title VI plan and disseminates information throughout staff and the Airport Sponsor's leadership.
- Coordinates data collection to evaluate whether racial or ethnic groups are unequally benefited or impacted by airport programs. The data will be regularly assessed and readily available upon request (49 CFR § 21.9(b) & (c)). Data collection methods will include optional demographic questions in: airport customer satisfaction surveys, customer complaints, airport event sign-in sheets, and bids/proposals for airport contracts, and other methods described in the airport Community Participation Plan (CPP).
- Maintains demographic data for members of appointed planning and advisory bodies for the airport. Identifies any disparities compared to the community. Provides information to the membership selecting official/committee, particularly when vacancies occur.
- Maintains a copy of 49 CFR Part 21 for inspection by any person asking for it during normal working hours (49 CFR 21, Appendix C (b)(2)(i)).

See Notice, Compliance reviews, Audits, Lawsuits, and Other Investigations, and Complaints Sections of this Plan.

The Coordinator **["has" or "has not"]** requested and received access to the Title VI portion of the FAA Civil Rights Connect System (<https://faa.civilrightsconnect.com/>). **[If applicable: [Airport Sponsor] will request access for the Coordinator by [date].]**

5. Notice

49 CFR Part 21 Appendix C(b)(2)(ii)

[Airport Sponsor] will conspicuously display the FAA-provided Unlawful Discrimination Poster in all public areas on airport property, including those with pedestrian activity. The Coordinator ensures that these posters are visible, accessible,² and maintained. The poster template is available at https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/ and a completed copy is attached. See Section 15 Appendix.

[Airport Sponsor] has posted the above Title VI policy statement at its staff offices.

[Airport Sponsor] **[“has distributed” or “will distribute”]** this Title VI Plan among its employees and airport contractors, concessionaires, lessees, and tenants. This plan **[“was” or “will be”]** distributed by **[Date]** by **[identify methods, such as “email and at tenants meeting.”]**

Posters are displayed in **[“the” or “each”]** terminal and other areas on airport property, including the following public locations: **[See examples of language for poster locations in table.]**

Terminal/FBO/Concessions/ Other Locations	Quantity in Pre-Security Area	Quantity in Post-Security Area	Additional Quantities
<i>Terminal A</i>	<i>2</i>	<i>12</i>	
<i>Rent-a-Car</i>			<i>1</i>
<i>SkyTrain</i>			<i>1</i>
[...]			

[Add or delete lines, as needed]

Outreach to Affected Communities

[Identify Responsible Office] ensures that notices for public meetings reach all segments of the impacted community. The Title VI coordinator will identify the effective media platforms to share announcement and notices. Announcements are made in social media, general circulation newspapers, community newspapers, email broadcast, and **[add other media used]**. **[Identify Responsible Office]** contacts leaders and representatives in Affected Communities directly to confirm effective media platforms to reach all Affected Communities³ and provide important

² For more information about website accessibility, please visit ADA.gov.

³ We will not subject any persons to discrimination based on race, color, national origin, age, sex, or creed. The term “protected communities” is used within this Title VI Plan to highlight the requirements of Title VI, 49 U.S.C. §

feedback on translated materials. The office maintains records of all such notices and the efforts made to reach each of the Affected Communities.

[If applicable: Detailed information on our public notice and outreach procedures is available in the **[Airport Sponsor]** CPP. A copy of the CPP is available at **[insert URL or other location information]**. A copy of each CPP report completed since the last Title VI Plan is **[“available at [insert URL]” or “attached to this Title VI Plan”]**.]

[If applicable: **[Airport Sponsor]** will create a detailed CPP by **[date]**. A copy of the plan will be available at **[insert URL or other location information]**.]

To ensure that the community is effectively informed of and able to participate in public hearings, **[Identify Responsible Office]** includes public notices translated into appropriate languages, including for any language spoken by a significant number or proportion of the Affected Community population that has limited English proficiency (LEP). Such social media postings and notices will include direction for obtaining an interpreter, free of charge, for public hearings. 28 CFR § 42.405(d). See Limited English Proficiency (LEP) Section.

6. Community Statistics

Title VI regulations require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, the **[Airport Sponsor]** will be able to identify, understand, and engage with communities. In doing so, the **[Airport Sponsor]** needs to know about communities eligible to be served, actually or potentially affected, benefited or burdened by **[Airport Sponsor’s]** airport program.

[In the table below, list each affected community and its population size (if known) – “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.]. [See examples of Affected Communities in table.]

Affected Communities ⁴	Population
<i>Airport View Estates</i>	<i>3,000</i>
<i>Historic Heights</i>	<i>1,000</i>
<i>West Village</i>	<i>10,000</i>
[...]	

[Add or delete lines, as needed]

47123, the Age Discrimination Act of 1975, and in some instances, includes low-income populations under Executive Order 12898.

⁴ “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

(Hereafter, the above communities will be referred to collectively as “the Affected Communities”).

We have identified the following facts about the Affected Communities:

Low Income Communities⁵.

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” **[Airport Sponsor]** is collecting information about affected and potentially affected low-income communities. According to **[cite source, for example a U.S. Census Report, such as S1701: Poverty Status in the Past 12 Months]**, the overall poverty level for the **[identify a reasonable scope, encompassing the entire area affected by and benefitting from the airport operations, e.g., metropolitan area, county, state, etc., that includes all of the Affected Communities]** is approximately **[identify percentage]** %. The poverty rate remains **[“low,” “similar,” “high”]** compared with the rest of the **[identify a reasonable larger area for useful comparison, e.g., region, state, country]**. The poverty rates for the specific Affected Communities are as follows **[list, if Census or local data is available]**.

Affected Communities	Poverty Rate
<i>Airport View Estates</i>	1.0%
<i>Historic Heights</i>	5.0%
<i>West Village</i>	25.0%
[...]	%

[Add or delete lines, as needed. Add poverty rate data, for example from the “Percent below poverty level” column from Table S1701, American Community Survey (ACS) 5-Year Estimate to populate the data for the Poverty Rate column in the above table. See S1701: Poverty Status in the Past 12 Months]

Racial and Ethnic Communities.

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows⁶: **[add an additional table for each Affected Community]**

Affected Community: West Village		
Total Affected Community Population: 10,000		
Demographic Group within Affected Community	Number of People in	Percent of Total

⁵ Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low income communities in airport programs and activities.

⁶ Recommend using demographic groups from the U.S. Census.

	Minority Group	Affected Community Population
<i>White</i>	2500	25%
<i>Black or African American</i>	1500	15%
<i>American Indian or Alaska Native</i>	500	5%
<i>Asian</i>	1000	10%
<i>Native Hawaiian or Other Pacific Islander</i>	500	5%
<i>Hispanic or Latino</i>	3000	30%
<i>More than one</i>	500	5%
<i>No response / would not say</i>	500	5%
[...]		%

[Add more lines and charts, as necessary. Add relevant data, for example from the Total column for Table S1701, ACS 5-Year Estimate to populate the data for Number of People in Minority Group column in each affected community table. See S1701: Poverty Status in the Past 12 Months]

Limited English Proficiency (LEP).

The goal of all language access planning and implementation is to ensure that **[Airport Sponsor]** communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages⁷ that are spoken in LEP households in the Affected Communities. The data source is **[Source, for example American Community Survey]**.

The threshold we have used for identifying the languages with significant LEP populations is the DOT LEP Policy Guidance safe harbor threshold, which is 5% or 1,000, whichever is less.⁸ The safe harbor for our community is **[Calculate the safe harbor. If the total population in your area is 20,000 or greater, then the safe harbor is 1,000. If the total population in your area is less than 20,000, then the safe harbor will be 5% of the total population. For example, if your total population is 15,000, the safe harbor should be 750]**. Please refer to the end of this document to find data for all languages in our community.

⁷ Recommend using language groups from the U.S. Census, and using data for the “Speak English less than ‘very well’” category for each language over the threshold.

⁸ See the DOT LEP Policy Guidance at <https://www.federalregister.gov/d/05-23972/p-133>. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error
<i>Spanish</i>	1200	+/-100
<i>Chinese (incl. Mandarin, Cantonese)</i>	1000	+/-50
<i>Tagalog (incl. Filipino)</i>	500	+/-30
<i>Vietnamese</i>	300	+/-20
<i>Arabic</i>	200	+/-20
<i>Korean</i>	100	+/-20
<i>French</i>	100	+/-20
[...]		

[Add or delete lines, as needed, for languages that meet the threshold. Add Census table B16001 for the jurisdiction(s) to the end of the plan for reference. See [Table B16001: Language Spoken at Home by Ability to Speak English](#)]

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages): **[Use an “X” to indicate the frequency for each language encountered]**

Languages Spoken by LEP Persons	A few times a year (12 or less days a year)	Several times a month (13 to 51 days a year)	At least once a week (52 to 364 days a year)	Every day (365 days a year)
<i>Spanish</i>				X
<i>Chinese (incl. Mandarin, Cantonese)</i>		X		
<i>Arabic</i>	X			
<i>Korean</i>			X	
<i>French</i>	X			
[...]				

[Add or delete lines, as needed]

[If available and distinct from the LEP data above: Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others, include: **[list below or write “none”]**]

Additional Languages Spoken

<i>Hindi</i>
<i>Portuguese</i>
[...]

[Add or delete lines, as needed]

This information is updated annually⁹ through checking the following resources:

⁹ Data should be kept up-to-date, but this plan does not need to be updated for incremental data changes during the Plan’s 3-year period.

Data Sources for Languages Spoken in Affected Community	Website link to Data Source
<i>U.S. Census Bureau</i>	<i>https://data.census.gov/cedsci/table?q=B16001&tid=ACSDT1Y2019.B16001</i>
<i>Local public school data</i>	<i>www.example1.gov</i>
<i>Local housing and/or other assistance service data</i>	<i>www.example2.gov</i>
<i>Consultation with community centers</i>	<i>www.example3.gov</i>
<i>Consultation with Tribal Offices</i>	<i>www.example4.gov</i>
<i>Public health department</i>	<i>www.example5.gov</i>
<i>State demographics agency</i>	<i>www.example6.gov</i>
[...]	
[Add or delete lines, as needed]	

Beneficiary Diversity.

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport, through voluntary disclosures.

Description of Beneficiary Demographic Information Collection Methods

- *Airport Customer Service Office conducts biannual surveys of airport guests for customer satisfaction with airport concessions, restroom cleanliness, food offerings, and other elements and services. The survey includes a voluntary request for demographic information.*
- *Participants at small business workshops, pre-bid meetings, and other public meetings are asked to complete an anonymous survey that includes demographic information.*
- *Businesses that submit bids or offers are asked to complete an anonymous survey that includes demographic information, submitted through a data collection website.*

Staff and Advisory Board Diversity.

Demographic information is collected from airport program employees and members of planning and advisory boards, through voluntary disclosures.

Description of Employee and Advisory Board Demographic Information Collection Methods

- *Employees are asked to submit voluntary confidential demographic information at time of hiring. Job applicants are asked to submit the same information when submitting their job application through the job application website.*
- *Every 3 years, the airport administration sends an email to all board members asking them to voluntarily and anonymously enter demographic information through an online survey.*

7. Potential or Known Community Impacts

Projects or services receiving federal financial assistance have the potential to touch so many aspects of American life. Thus, in general, no **Airport Sponsor** activity must have a discriminatory disparate impact on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age. This means that policies or procedures that have a disparate impact would require a well-documented substantial legitimate nondiscriminatory justification, summarized below. Impacts to protected communities must be avoided or minimized to the extent possible. No project with a discriminatory impact on protected communities will be undertaken.¹⁰

The following airport facilities are already in use or under construction and expected to be in use within the next 3 years: **List specific facilities in left column. For each facility, identify each Affected Community impacted by operation of the facility, or say “none”.**

Existing Airport Facilities	Affected Community Impacted by Operation of the Facility
<i>West Runway</i>	<i>West Village</i>
<i>Automated People Mover</i>	<i>Historic Heights</i>
<i>Maintenance Station</i>	<i>None</i>
<i>Central Terminal Area</i>	<i>None</i>
[...]	
[Add or delete lines, as needed]	

The following airport facility projects (including all alternatives) are in construction or expected to be in construction within the next 3 years: **List specific facility projects in left column. For each facility project, identify each Affected Community impacted by operation of the facility, or say “none”. Consider all project alternatives.**

Airport Facility Construction Projects	Affected Community Impacted by Construction of the Facility
<i>West Runway Extension Alternative 1</i>	<i>West Village</i>
<i>West Runway Extension Alternative 2</i>	<i>Historic Heights</i>
<i>Hangar Rehabilitation</i>	<i>None</i>
[...]	
[Add or delete lines, as needed]	

We have analyzed the above existing facilities and facility construction projects for disparate impacts on the basis of race, color, or national origin (including LEP) in Affected Communities. The following have disparate impacts: **List specific facilities and construction projects, and for each that has a disparate impact, identify the Affected Communities and if the potential**

¹⁰ In order to carry out an alternative with a discriminatory impact, the airport sponsor must demonstrate that there was a substantial legitimate justification for the decision. The sponsor must also show that alternatives with less discriminatory impacts were meaningfully considered and rejected for legitimate reasons.

disparate impact can be eliminated. If no facilities or construction projects have disparate impacts, write “none.”].

Facilities or Construction Projects with Disparate Impacts	Affected Community Impacted	Impact Can Be Eliminated?
<i>West Runway</i>	<i>West Village</i>	<i>Yes</i>
<i>West Runway Extension Alternative 1</i>	<i>West Village</i>	<i>No</i>
[...]		

[Add or delete lines, as needed]

Justifications:

[Identify the justification for each existing facility or facility construction project with disparate impacts that cannot be eliminated. This step is only required for the Facilities or Construction Projects with Disparate Impacts where the impact is not eliminated (those with “No” in the right column, above). Note: You are required to provide a justification for proceeding with construction or use, not to cease construction or use. Alternatives and additional minimization, mitigation, or enhancements that were considered and rejected should be explained.]

Facilities or Construction Projects	Justification
<i>Add project name.</i>	<i>Add justification.</i>
[...]	

[Add or delete lines, as needed]

[Note: in analyzing the justification, consider: (1) To what extent does the program or activity expand opportunity; (2) If persons or businesses are to be displaced, relocated or adversely affected, whether the displacement will be equitably shared by the Affected Communities; (3) The historical background of the program or activity over time, including its design, construction and/or modification; (4) Any related preexisting disadvantages impacting the Affected Community, and any action taken by the recipient or others to alleviate these disadvantages; and (5) An analysis of the comparative impacts of alternative approaches.]

8. Limited English Proficiency (LEP)

Executive Order 13166

In creating a Language Assistance Plan, the **[Airport Sponsor]** will consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities **[copy and paste from above; insert the languages that met the safe**

harbor threshold and languages that are frequently encountered:

Language
<i>Spanish</i>
<i>Chinese (incl. Mandarin, Cantonese)</i>
<i>Tagalog (incl. Filipino)</i>
<i>Vietnamese</i>
<i>Arabic</i>
<i>Korean</i>
<i>French</i>
<i>Hindi</i>
<i>Portuguese</i>
[...]
[Add or delete lines, as needed]

[Airport Sponsor] also collects data for languages spoken by airport guests.¹¹ Data sources include:

Data Sources for Languages Spoken by Airport Guests	Website link to Data Source
<i>Airport language line usage data</i>	<i>www.languageline.com</i>
<i>Airline-provided data</i>	<i>N/A</i>
<i>Assumption from flight origin / destination</i>	<i>N/A</i>
<i>Assistance requests to airport information desks</i>	<i>N/A</i>
[...]	
[Add or delete lines, as needed]	

Based on the above data, the following **additional** languages have been identified as likely to be spoken by LEP airport guests: **[list below or write “none”]**

Language
<i>Russian</i>
<i>Bengali</i>
[...]
[Add or delete lines, as needed]

The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform leadership and staff of the **[Airport Sponsor]** of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to

¹¹ We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.

ensure that individuals with LEP have access to the benefits of the airport:

Translation Services:

- All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.
- The following vendors have been identified for written translations: **[list below or write “none”]**

Translation Vendors	Languages
<i>Universal Document Translator, Inc.</i>	<i>All above languages</i>
[...]	
[Add or delete lines, as needed]	

- Information regarding translation services can be obtained at: **[identify online and in-person resources, including locations in pre- and post-security screening areas, such as security desks, public information counters, and terminal services officers, or write “none.”]**

Location for Translation Assistance	Languages
<i>Airport website request form</i>	<i>All above languages</i>
<i>Airport website translate view</i>	<i>Spanish</i>
<i>Volunteer multi-lingual staff pool</i>	<i>Spanish, Portuguese</i>
[...]	
[Add or delete lines, as needed]	

Interpretation Services:

- The following vendors have been identified for interpretation services: **[list below or write “none”]**

Interpretation Vendors	Languages
<i>Language Line, Inc.</i>	<i>All above languages</i>
[...]	
[Add or delete lines, as needed]	

- Information regarding interpretation services can be obtained at: **[identify online and in-person resources, including locations in pre- and post-security screening areas, such as security desks, public information counters, and terminal services officers, or write “none.”]**

Location for Interpretation Assistance	Languages
<i>Airport Language Assistance page</i>	<i>All above languages</i>
<i>Airport information desks</i>	<i>All above languages, using Language</i>

	Line, Inc.
[...]	

[Add or delete lines, as needed]

Description of Interpretation Assistance Processes

- *Airport Customer Service Office maintains a list of multilingual employees, the languages they speak, and their associated office telephone numbers. The list indicates whether each employee is proficient to provide interpretation and/or translation services. The list is updated annually in the Public Information Handbook and provided to all airport employees. Generally, these employee volunteers are available to assist members of the public with verbal real-time interpretation, during normal business hours.*
- *The airport contracts with the Language Line, Inc. to provide on-demand telephone interpretation services to airport guests. When a request for an interpreter is received, the following process is used: Airport information desk staff use I-Speak cards to identify the language spoken by the airport guest. Staff contacts Language Line, Inc. and “parks” the request in the queue for the appropriate language. Language Line, Inc. operators will coordinate connect the requesting party to an interpreter for the duration of the call. The completed call is then logged in the Language Line Service binder. This log is kept for one year.*

[If applicable: “Detailed information is available in the Language Assistance plan.”]

9. Transportation

49 Part CFR 21 Appendix C (a)(1)(ix)

In the Community Statistics section of this plan, we identified Affected Communities and provided demographic and related data for the community populations. The minority and disadvantaged community areas located within the Affected Communities are identified below. Other minority and disadvantaged community areas that are near the airport but not within Affected Communities are also identified below.

We have coordinated with **[local transit authority or authorities or planning entities]** to encourage them to provide transit service access between the airport and these areas.

The following chart identifies existing and planned transit services connecting the airport employment centers with the identified minority and disadvantaged community areas.

Minority and/or Disadvantaged Community Areas	Transit Service	Planned or Existing
[Insert Community Name]	Fixed-route buses	Existing
[Insert Community Name]	Paratransit vans	Planned
[...]		

[Add or delete lines, as needed]

10. Minority Businesses

49 CFR 21 Appendix C (a)(1)(x)

Bids for airport concessions and other business opportunities are solicited from area minority and woman-owned businesses through the following methods:

Airport Business Opportunity	Minority Business Outreach Methods
<i>Shuttle Vehicle Maintenance Contract</i>	<i>Advertised through all local chambers of commerce, minority and woman owned business outreach email list</i>
<i>Parking Lot Operations Contract</i>	<i>Followed procedures for State Minority and Woman Owned Business Enterprise Program</i>
<i>Groundskeeper Contract</i>	<i>Bids required to include disadvantaged business mentor component for sub-contractors</i>
[...]	
[Add or delete lines, as needed]	

Selections are in compliance with Title VI, Part 21, and related requirements. Information on the award process and documentation for specific bid decisions is kept with **[Identify Responsible Office]**.

11. Training

New employee orientation incorporates Title VI training. Topics include:

- Title VI and related laws prohibit discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age
- Title VI complaints must be forwarded to the Coordinator
- Protections against retaliation for filing civil rights complaints or related actions
- Title VI notices must be displayed throughout the airport public facilities
- All contracts must include Title VI clauses
- Language interpretation and translation services
- Cultural and community relations sensitivity training
- Anti-harassment training

Refresher information will be provided **[specify interval, for example “annually”]**.

12. Compliance Reviews, Audits, Complaints, Lawsuits, and Other Investigations

FAA Notification. The Coordinator will notify FAA of any pending investigations and reviews, including:

- Compliance reviews or audits concerning civil rights requirements¹²
- Complaints, lawsuits, or other investigations alleging noncompliance with civil rights requirements¹³

As discussed in the Title VI Complaints Section, Title VI complaints must be forwarded to FAA contacts within 15 days of receipt. For all other civil rights investigations, **[Airport Sponsor]** must notify FAA contacts of any new investigations prior to grant execution.

At regular intervals, the Coordinator will provide FAA contacts with status updates for the investigations and reviews, until completed. For each existing investigation or review completed within 5 years of this plan, the Coordinator will also provide a statement about the outcome, unless previously provided.

13. Title VI Complaints

49 CFR 21.11; 49 CFR 21 Appendix C (b)(3); 28 CFR 42.406(d)

Scope. These procedures are for complaints of discrimination under Title VI and related laws (hereafter “Title VI Complaints.” In order to be a Title VI Complaint, the complaint must:

1. Allege discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age or violations administrative requirements under Title VI or related laws.
2. Not only be for employment matters¹⁴
3. Allege misconduct by the **[Airport Sponsor]** **[add: “or its sub-recipients” if applicable]**, including airport employees, contractors, concessionaires, lessees, or tenants.
4. Concern an airport facility or actions by the **[Airport Sponsor]** including airport employees, contractors, concessionaires, lessees, or tenants.

¹² Includes any Title VI, ADA, Sec. 504, Title VII/EEO, or other civil rights program compliance review or audit to be performed on the airport sponsor or any of its sub-recipients by any State, local or Federal agency.

¹³ Includes allegations of discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, whether because of actions of the airport sponsor itself, or its employees, contractors, or tenants. Includes noncompliance with related administrative requirements under civil rights laws.

¹⁴ Complaints of employment discrimination must be addressed as required by EEOC and other applicable authorities with jurisdiction over employment matters. If an Airport sponsor employment activity is supported by FAA-provided financial assistance or it is alleged that the employment discrimination affects the broader airport program, complaints about that activity must also be reported to FAA.

Rights. Any person who believes that he or she has been subjected to discrimination on the basis of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age has the right to file a complaint with the **[Airport Sponsor]**.¹⁵ Alternatively, they can file a formal complaint with an outside agency, such as the U.S. Departments of Justice or Transportation, or the Federal Aviation Administration (FAA), or seek other legal remedies.

Receipt of Complaint. The Coordinator will log in the complaint and promptly send copies of the complaint to **[List the internal offices that should receive copies, this should include the office named in the complaint and the Airport Director]**.

Complaints must be filed within **[reasonable number, preferably 180]** days of the discriminatory event, must be in writing, and must be delivered to:

[Name and Title of Title VI Coordinator]
[Address, Phone Number, and Email]

If a complaint is initially made by phone, it must be supplemented with a written complaint before **[reasonable number, preferably 180]** days after the discriminatory event has passed. If a verbal complaint is received, the complainant should be given a copy of the Airport Discrimination Complaint Procedures and instructed to submit a written complaint. Accommodation will be provided upon request to individuals unable to file a written complaint due to a disability.

Initial Procedure. The Coordinator may meet with the complainant to clarify the issues, obtain additional information, and determine if informal resolution might be possible in lieu of an investigation. If successfully resolved, the Coordinator will issue a closure letter to the complainant, record the disposition in the complaints log, and report the resolution to FAA.

Discrimination Complaint Referral Procedure

Internal Complaint Referral. All Title VI complaints must be promptly forwarded to the Coordinator within **[# of days or hours]**.

Initial FAA Notification. A copy of each Title VI complaint will be forwarded to the FAA within 15 days of initial receipt (not the date that the Coordinator was notified). The Coordinator will forward a copy of the complaint and a statement describing all actions taken to resolve the matter, and the results thereof to the FAA Civil Rights staff. (Note: complaints based on disability do not have to be forwarded to FAA.) To transmit complaint information to the FAA, the Coordinator will **[describe contacts and process – it is preferred for the information to be uploaded to the FAA Civil Rights Connect System, which issues automated notifications to FAA staff]**. The Coordinator will also seek technical assistance from FAA, as needed, throughout complaint intake, investigation and resolution process.

¹⁵

Investigation Procedure

Assignment of Investigator. The Coordinator will immediately begin the investigation or designate an investigator.

Cooperation with FAA. The Coordinator will promptly investigate all Title VI complaints, including those referred by the FAA for investigation. If the FAA is investigating a complaint against **[Airport Recipient]**, the Coordinator will avoid interfering with the FAA investigation, cooperate with the FAA when needed, and share factual information with the FAA.

Prompt Investigation. The Coordinator will make every effort to complete discrimination complaint investigations within **[reasonable number, preferably 60]** calendar days after the complaint is received. Some investigations may take longer with a justification for the delay and assurance that the investigation is being completed as quickly as possible.

Contact with Complainant. The Coordinator will meet with the complainant to clarify the issues and obtain additional information, and also speak with community members and potential witnesses, as appropriate.

Investigation Report. After completing the investigation, the Coordinator will prepare a written report.

Consultation with Legal Counsel. In each case, the Coordinator will consult with Legal Counsel regarding the investigation and the report. Airport Legal Counsel will ensure that the report is consistent with the DOT and FAA Title VI nondiscrimination requirements.

Prompt Resolution of Disputes. The Coordinator will emphasize voluntary compliance and quickly and fairly resolve disputes with complainants, or with contractors, tenants, or other persons, through **[list your airports means for resolving issues, such as alternate dispute resolution, negotiation, and/or mediation]**.

Forwarding Report and Response to Complainant. At the completion of the investigation, the complainant and respondent will receive a letter of findings and determination of the investigation and any applicable resolution. The letter transmitting the findings and any applicable resolution will state **[Airport Recipient]**'s conclusion regarding whether unlawful discrimination occurred, and will describe the complainant's appeal rights. A summary of the investigation report, any appeal, or follow-up actions will be sent to the FAA via **[preferably the FAA Civil Rights Connect System]**.

Appeal Rights. The complainant must be notified of their right to appeal the findings or determinations, and of the procedures and requirements for an appeal:

- The complainant may appeal in writing to the **[Airport's Executive Director]**.
- The written appeal must be received **within [reasonable number]** business days after receipt of the written decision.

- The written appeal must contain all arguments, evidence, and documents supporting the basis for the appeal.
- The **[Executive Director]** will issue a final written decision in response to the appeal.

Avoiding Future Discrimination. In addition to taking action with respect to any specific instances of discrimination, the **[Airport Recipient]** will identify and implement measures to reduce the chances of similar discrimination in the future.

Intimidation and Retaliation Prohibited. **[Airport Recipient]** employees, contractors, and tenants will not intimidate or retaliate against a person who has filed a complaint alleging discrimination.

For information on filing a complaint with DOT/FAA, please contact **[Title VI Coordinator]**.

This complaint procedure is shared with the public through the following methods:

Website, In-person, and Other Distribution Methods

1 *Airport website, Title VI page at www.localairport.gov/civilrights*

2 **[...]**

[Add or delete lines, as needed]

14. Population / Language Data

[Insert the full B16001 and S1701 tables for your area from www.census.gov]

15. Completed Unlawful Discrimination Poster

[Fill out poster template from

**https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_supp
[ort/non_disc_pr/](https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_supp)]**

Sample Airport Sponsor Community Participation Plan (CPP)¹

1. Administration

The purpose of this CPP is to ensure that stakeholders or communities affected² by **[Airport Sponsor]** projects or operations can be informed and participate and have their input thoughtfully considered in the key stages during airport planning efforts, regardless of their race, color, national origin, sex, sexual orientation, gender identity, creed, age, or disability (hereafter, the “protected bases”). This plan is provided in accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and related authorities.³ This plan and associated reports regarding our CPP efforts will be communicated to the public in formats accessible to persons with disabilities and to limited English proficient (LEP) individuals.

The individuals primarily responsible for implementing the **[Airport Sponsor]** CPP are:

Responsible Official	Title, Office, and Responsibilities
1	
2	
[Add or delete lines, as needed]	

Responsible officials’ contact information is shared with the public through the following methods:

Website, In-person, and Other Communication Methods
1
2
[Add or delete lines, as needed]

In addition, **[Airport Sponsor]** will ensure that members of the public are advised of our nondiscrimination obligations. This includes how to file discrimination complaints with **[Airport Sponsor]** and the FAA. We will also conspicuously display the FAA-provided Unlawful Discrimination Posters at airport facilities. See Notice section of **[Airport Sponsor]**’s Title VI Plan. *[If no current Plan exists, or changes have been made since the Title VI Plan was completed, complete and attach the poster template available at https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/]*

¹ See DOT Order 1000.12C, “The U.S. Department of Transportation (DOT) Title VI Program,” Ch. 2, Sec. 4. (Jun. 11, 2021). <https://www.transportation.gov/sites/dot.gov/files/2021-08/Final-for-OST-C-210312-002-signed.pdf>

² Within this CPP, the term “affected” also means *served*, in addition to *positively or negatively impacted*.

³ Related authorities include the Age Discrimination Act of 1975; Sec. 520 of the Airport and Airway Improvement Act of 1982; and the Civil Rights Restoration Act of 1987.

[Airport Sponsor] also makes this CPP available through the following methods when engaging members of the public concerning planning efforts:

Website, In-person, and Other Distribution Methods

1	
2	
	[Add or delete lines, as needed]

2. Goals and Objectives

This CPP applies to all airport planning and decision-making efforts, whether or not directly supported by Federal assistance. This includes surveys, public meetings (e.g., airport commission meetings), and hearings, not only meetings for a project requiring an environmental impact statement (EIS) or environmental assessment (EA).

[Airport Sponsor]'s planning processes that lead to decisions for projects or operations or those of any sub-recipients are:

[List, by name or short description, all ongoing / permanent, ad-hoc, and special planning processes for specific projects, including processes and projects that are in place or are anticipated at the time of this CPP. For example, "alternatives analysis for ground transportation project" and "adoption of mitigation plan for runway relocation project."]

Planning Processes

1.	
2.	
3.	
4.	
5.	
6.	
	[Add or delete lines, as needed]

[Airport Sponsor] seeks public input for the above processes through the following methods:

[In the left column, list the Public Input Methods by name or short description. In the right column, list the corresponding Planning Processes that use each Public Input Method. Use the numbers from the above Planning Processes list, rather than writing out the full description from the list. For example, "Public meetings to review alternatives and provide comments - #1, 3"]

Public Input Methods	Planning Process(es) that use each Method
A.	#
B.	#
C.	#
D.	#
E.	#
F.	#
<i>[Add or delete lines, as needed]</i>	

3. Identification of and Focused Outreach to Affected Communities

See Community Statistics section of **[Airport Sponsor]**'s Title VI Plan, for detailed discussion of Affected Communities. **[If no current Plan exists, or changes have been made since the Title VI Plan was completed, complete the Community Statistics form in Appendix 1]**

The specific steps **[Airport Sponsor]** will take to communicate with, inform, educate, consult or solicit input from, and expand opportunities for engagement with each Affected Community,⁴ are provided below.

[In the left column, copy and paste or list each of the Affected Communities previously identified. In the right column, list the specific steps (e.g., advertisements in community-focused media, events organized with community leaders, etc.)]

⁴ "Affected communities" means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

Affected Community	Key Community Reps. (CBOs, leaders, etc.)	Focused Outreach Steps
i.		a. b. c.
ii.		a. b. c.
iii.		a. b. c.
iv.		a. b. c.
v.		a. b. c.
vi.		a. b. c.

[Add or delete lines, as needed]

4. Effective Communication

[Airport Sponsor] will ensure that public engagement is effective, meaningful, and free of linguistic, economic, historical, and cultural barriers to participation. Every effort will be taken to ensure clear, plain, and effective communication with Affected Communities, including materials in accessible formats for persons with disabilities and in languages other than English. See Limited English Proficiency (LEP) section of **[Airport Sponsor]**'s Title VI Plan. **[If no current Plan exists, or changes have been made since the Title VI Plan was completed, complete the LEP form in Appendix 2]**

5. Communication Platforms

Diverse communication platforms will be utilized to effectively reach the broadest audience. We will use the following platforms to communicate project details, our nondiscrimination obligations, and contact information for the public to share project or operational feedback with our office and the FAA.

Social Media, Monitors, and Other Communication Platforms

1

2

[Add or delete lines, as needed. List all communication platforms that will be used specifically for outreach, such as flyers, hosting a community event, drop boxes, surveys, or a website for submitting comments online.]

6. Records

This section includes the procedures **[Airport Sponsor]** will follow to document of our outreach efforts. Records for steps taken to provide outreach to Affected Communities will be maintained in the following locations:

Website, In-person, and Other Storage Methods

1

2

[Add or delete lines, as needed]

Records will be kept for community input. The records will document how **[Airport Sponsor]** considered, weighed, and incorporated input received. The records will include justifications for any decisions contrary to community feedback. The records will be stored in the following locations:

Website, In-person, and Other Storage Methods

1

2

[Add or delete lines, as needed]

Records for demographics of participants will also be kept. Requested demographic information will include race, national origin, sexual orientation, gender identity, creed, age, disability, languages spoken, and community membership.⁵ Demographic information will be requested by

⁵ This information is solicited to demonstrate compliance with Title VI and related requirements. See 49 CFR § 21.9(b); 49 U.S.C. § 47123; 28 CFR § 42.406; and FAA Order 1400.11.

the following methods: *[For example, voluntary disclosure by attendees in sign-in sheets or through registration process]*

Demographic Information Collection Methods	
1	
2	
<i>[Add or delete lines, as needed]</i>	

CPP records will be made available to the public using the same methods for other information outlined within this plan.

7. Reporting Outcomes

Within 30 days of the end of each fiscal year (FY), **[Airport Sponsor]** will create a CPP Report for that current FY. The report will summarize efforts taken under this CPP in a narrative statement describing:

1. The specific steps taken to produce meaningful engagement with Affected Communities that FY,
2. The results of those efforts for that FY, and
3. How the Affected Communities' comments and views are or will be incorporated into the decision-making process.

The CPP Reports will be included with **[Airport Sponsor]**'s Title VI Plan. *[For example, assuming that the Title VI Plan is updated every 3 years, the CPP Reports for the prior 3 years will be added to the Title VI Plan]*. If no current Title VI Plan exists, the CPP Reports will be added to its Title VI Assessment for each grant.

Appendix 1

Complete only if required by Section 3

Title VI regulation require Federal grant recipients to know their community demographics. See 49 CFR § 21.9(b). By knowing this information, the [Airport Sponsor] will be able to identify, understand, and engage with communities. In doing so, the [Airport Sponsor] needs to know about communities eligible to be served, actually or potentially affected, benefited or burdened by [Airport Sponsor's] airport program. **[List each affected community and its population size (if known) – “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.]. [See examples of Affected Communities in table.]**

Affected Communities ⁶	Population
<i>Airport View Estates</i>	<i>3,000</i>
<i>Historic Heights</i>	<i>1,000</i>
<i>West Village</i>	<i>10,000</i>
[...]	
[Add or delete lines, as needed]	

(Hereafter, the above communities will be referred to collectively as “the Affected Communities”).

We have identified the following facts about the Affected Communities:

Low Income Communities⁷

A low-income area is an identifiable group of persons living in geographic proximity, whose median household income is at or below the Department of Health and Human Services poverty guidelines. Pursuant to Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” [Airport Sponsor] is collecting information about affected and potentially affected low-income communities. According to **[cite source, for example a U.S. Census Report, such as S1701: Poverty Status in the Past 12 Months]**, the overall poverty level for the **[identify a reasonable scope, encompassing the entire area affected by and benefitting from the airport operations, e.g., metropolitan area, county, state, etc., that includes all of the Affected Communities]** is approximately **[identify percentage]** %. The poverty rate remains **[“low,” “similar,” “high”]** compared with the rest of

⁶ “Affected communities” means any readily identifiable group potentially impacted by an airport project or operation, such as the community immediately surrounding a project or a community in the flight path.

⁷ Low-income data must be collected to assist in our compliance with Environmental Justice requirements (not Title VI requirements). For example, this data will be utilized in our Community Participation Plan (CPP) to help ensure the meaningful involvement of low income communities in airport programs and activities.

the [identify a reasonable larger area for useful comparison, e.g., region, state, country]. The poverty rates for the specific Affected Communities are as follows [list, if Census or local data is available].

Affected Communities	Poverty Rate
<i>Airport View Estates</i>	<i>1.0%</i>
<i>Historic Heights</i>	<i>5.0%</i>
<i>West Village</i>	<i>25.0%</i>
[...]	%

[Add or delete lines, as needed. Add poverty rate data, for example from the “Percent below poverty level” column from Table S1701, American Community Survey (ACS) 5-Year Estimate to populate the data for the Poverty Rate column in the above table. See S1701: Poverty Status in the Past 12 Months]

Racial and Ethnic Communities.

Demographic data for race, color, and national origin was evaluated to identify racial and ethnic communities and populations in each Affected Community. The demographic composition by race, color, or national origin for the specific Affected Communities are as follows⁸: [add an additional table for each Affected Community]

Affected Community: <i>West Village</i>		
Total Affected Community Population: <i>10,000</i>		
Demographic Group within Affected Community	Number of People in Minority Group	Percent of Total Affected Community Population
<i>White</i>	<i>2500</i>	<i>25%</i>
<i>Black or African American</i>	<i>1500</i>	<i>15%</i>
<i>American Indian or Alaska Native</i>	<i>500</i>	<i>5%</i>
<i>Asian</i>	<i>1000</i>	<i>10%</i>
<i>Native Hawaiian or Other Pacific Islander</i>	<i>500</i>	<i>5%</i>
<i>Hispanic or Latino</i>	<i>3000</i>	<i>30%</i>
<i>More than one</i>	<i>500</i>	<i>5%</i>
<i>No response / would not say</i>	<i>500</i>	<i>5%</i>
[...]		%

[Add more lines and charts, as necessary. Add relevant data, for example from the Total column for Table S1701, ACS 5-Year Estimate to populate the data for Number of People in Minority Group column in each affected community table. See S1701: Poverty Status in the

⁸ Recommend using demographic groups from the U.S. Census.

Past 12 Months]

Limited English Proficiency (LEP).

The goal of all language access planning and implementation is to ensure that **[Airport Sponsor]** communicates effectively with limited English proficient (LEP) individuals. Effective language access requires self-assessment and planning. The next table lists non-English languages⁹ that are spoken in LEP households in the Affected Communities. The data source is **[Source, for example American Community Survey]**.

The threshold we have used for identifying the languages with significant LEP populations is the DOT safe harbor threshold, which is 5% or 1,000, whichever is less.¹⁰ The safe harbor for our community is **[Calculate the safe harbor. If the total population in your area is 20,000 or greater, then the safe harbor is 1,000. If the total population in your area is less than 20,000, then the safe harbor will be 5% of the total population. For example, if your total population is 15,000, the safe harbor should be 750]**. Please refer to the end of this document to find data for all languages in our community.

Languages Spoken by LEP Population that Meet the Safe Harbor Threshold	Number	Margin of Error
<i>Spanish</i>	1200	+/-100
<i>Chinese (incl. Mandarin, Cantonese)</i>	1000	+/-50
<i>Tagalog (incl. Filipino)</i>	500	+/-30
<i>Vietnamese</i>	300	+/-20
<i>Arabic</i>	200	+/-20
<i>Korean</i>	100	+/-20
<i>French</i>	100	+/-20
[...]		

[Add or delete lines, as needed, for languages that meet the threshold. Add Census table B16001 for the jurisdiction(s) to the end of the plan for reference. See [Table B16001: Language Spoken at Home by Ability to Speak English](#)]

⁹ Recommend using language groups from the U.S. Census, and using data for the “Speak English less than ‘very well’” category for each language over the threshold.

¹⁰ See the DOT LEP Policy Guidance at <https://www.federalregister.gov/d/05-23972/p-133>. The safe harbor provisions apply to the translation of written documents only; however, it provides a consistent starting point for identifying significant LEP populations.

Frequency of contact with LEP individuals at the airport and airport-related activities (all languages): **[Use an “X” to indicate the frequency for each language encountered]**

Languages Spoken by LEP Persons	A few times a year (12 or less days a year)	Several times a month (13 to 51 days a year)	At least once a week (52 to 364 days a year)	Every day (365 days a year)
<i>Spanish</i>				X
<i>Chinese (incl. Mandarin, Cantonese)</i>		X		
<i>Arabic</i>	X			
<i>Korean</i>			X	
<i>French</i>	X			
[...]				

[Add or delete lines, as needed]

[If available and distinct from the LEP data above: Additional languages spoken by significant numbers of LEP persons in the Affected Communities, local schools, emergency service providers, and others, include: **[list below or write “none”]**]

Additional Languages Spoken

<i>Hindi</i>
<i>Portuguese</i>
[...]

[Add or delete lines, as needed]

This information is updated annually¹¹ through checking the following resources:

Data Sources for Languages Spoken in Affected Community	Website link to Data Source
<i>U.S. Census Bureau</i>	<i>https://data.census.gov/cedsci/table?q=B16001&tid=ACSDT1Y2019.B16001</i>
<i>Local public school data</i>	<i>www.example1.gov</i>
<i>Local housing and/or other assistance service data</i>	<i>www.example2.gov</i>
<i>Consultation with community centers</i>	<i>www.example3.gov</i>
<i>Consultation with Tribal Offices</i>	<i>www.example4.gov</i>
<i>Public health department</i>	<i>www.example5.gov</i>
<i>State demographics agency</i>	<i>www.example6.gov</i>
[...]	

[Add or delete lines, as needed]

Beneficiary Diversity.

Demographic information is collected from airport customers, attendees at community meetings, and businesses seeking opportunities at the airport, through voluntary disclosures.

Description of Beneficiary Demographic Information Collection Methods

- *Airport Customer Service Office conducts biannual surveys of airport guests for customer satisfaction with airport concessions, restroom cleanliness, food offerings, and other elements and services. The survey includes a voluntary request for demographic information.*
- *Participants at small business workshops, pre-bid meetings, and other public meetings are asked to complete an anonymous survey that includes demographic information.*
- *Businesses that submit bids or offers are asked to complete an anonymous survey that includes demographic information, submitted through a data collection website.*

Staff and Advisory Board Diversity.

Demographic information is collected from airport program employees and members of planning and advisory boards, through voluntary disclosures.

Description of Employee and Advisory Board Demographic Information Collection Methods

- *Employees are asked to submit voluntary confidential demographic information at time of hiring. Job applicants are asked to submit the same information when submitting their job application through the job application website.*
- *Every 3 years, the airport administration sends an email to all board members asking them to voluntarily and anonymously enter demographic information through an online survey.*

¹¹ Data should be kept up-to-date, but this plan does not need to be updated for incremental data changes during the Plan's 3-year period.

Appendix 2

Complete only if required by Section 4

In creating a Language Assistance Plan, the **[Airport Sponsor]** will consider the volume, proportion, or frequency of contact with LEP persons in determining the appropriate language assistance to provide.

In Community Statistics section, we identified the following languages spoken by LEP persons in Affected Communities **[copy and paste from Appendix 1; insert the languages that met the safe harbor threshold and languages that are frequently encountered]**:

Language
<i>Spanish</i>
<i>Chinese (incl. Mandarin, Cantonese)</i>
<i>Tagalog (incl. Filipino)</i>
<i>Vietnamese</i>
<i>Arabic</i>
<i>Korean</i>
<i>French</i>
<i>Hindi</i>
<i>Portuguese</i>
[...]
[Add or delete lines, as needed]

[Airport Sponsor] also collects data for languages spoken by airport guests.¹² Data sources include:

Data Sources for Languages Spoken by Airport Guests	Website link to Data Source
<i>Airport language line usage data</i>	<i>www.language-line.com</i>
<i>Airline-provided data</i>	<i>N/A</i>
<i>Assumption from flight origin / destination</i>	<i>N/A</i>
<i>Assistance requests to airport information desks</i>	<i>N/A</i>
[...]	
[Add or delete lines, as needed]	

Based on the above data, the following additional languages have been identified as likely to be

¹² We aim to provide appropriate language assistance services to every LEP person encountered. This includes instances when LEP statistical data for a particular language was not available beforehand, or the safe harbor threshold for written translation was not met.

spoken by LEP airport guests: **[list below or write “none”]**

Language
<i>Russian</i>
<i>Bengali</i>
[...]
[Add or delete lines, as needed]

The Title VI Coordinator will also actively engage with community educators, community groups, places of work, business groups, social groups, and the like to confirm that translation and interpretation services are accurate and effective. Additionally, the Title VI Coordinator will inform leadership and staff of the **[Airport Sponsor]** of the responsibility to provide language access. We have made the following plans to provide translation services free of charge to ensure that individuals with LEP have access to the benefits of the airport:

Translation Services:

- All written notices contain a statement in the identified languages, when appropriate, of how to receive translated written materials.
- The following vendors have been identified for written translations: **[list below or write “none”]**

Translation Vendors	Languages
<i>Universal Document Translator, Inc.</i>	<i>All above languages</i>
[...]	
[Add or delete lines, as needed]	

- Information regarding translation services can be obtained at: **[identify online and in-person resources, including locations in pre- and post-security screening areas, such as security desks, public information counters, and terminal services officers, or write “none.”]**

Location for Translation Assistance	Languages
<i>Airport website request form</i>	<i>All above languages</i>
<i>Airport website translate view</i>	<i>Spanish</i>
<i>Volunteer multi-lingual staff pool</i>	<i>Spanish, Portuguese</i>
[...]	
[Add or delete lines, as needed]	

Interpretation Services:

- The following vendors have been identified for interpretation services: **[list below or write “none”]**

Interpretation Vendors	Languages
<i>Language Line, Inc.</i>	<i>All above languages</i>
[...]	
[Add or delete lines, as needed]	

- Information regarding interpretation services can be obtained at: **[identify online and in-person resources, including locations in pre- and post-security screening areas, such as security desks, public information counters, and terminal services officers, or write “none.”]**

Location for Interpretation Assistance	Languages
<i>Airport Language Assistance page</i>	<i>All above languages</i>
<i>Airport information desks</i>	<i>All above languages, using Language Line, Inc.</i>
[...]	
[Add or delete lines, as needed]	

Description of Interpretation Assistance Processes

- Airport Customer Service Office maintains a list of multilingual employees, the languages they speak, and their associated office telephone numbers.¹³ The list is updated annually in the Public Information Handbook and provided to all airport employees. Generally, these employee volunteers are available to assist members of the public with verbal real-time interpretation, during normal business hours.*
- The airport contracts with the Language Line, Inc. to provide on-demand telephone interpretation services to airport guests. When a request for an interpreter is received, the following process is used: Airport information desk staff use I-Speak cards to identify the language spoken by the airport guest. Staff contacts Language Line, Inc. and “parks” the request in the queue for the appropriate language. Language Line, Inc. operators will coordinate connect the requesting party to an interpreter for the duration of the call. The completed call is then logged in the Language Line Service binder. This log is kept for one year.*

[If applicable: “Detailed information is available in the Language Assistance plan.”]

¹³ The list will confirm whether each employee is proficient to provide interpretation and/or translation services.



"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission

Thru: Derek Ables – Airport Manager

Date: June 5, 2024

Subject: The Alaska State, Division of Forestry and Fire Protection one year extension to complete lease lot improvements.

The Division of Forestry is requesting a one-year extension to the deadline for completion of improvements for lease lot 4A, FBO subdivision No. 11 Plat No. 2021-44. This would allow them until June 30, 2025 to make improvements.

Their plan is to complete the work in 2024 and they have been working with Homer Electric to schedule the work. The amount of work is estimated at \$60,000 for electrical and \$10,000 for barrier containment.

Does Commission Recommend council approve a resolution for a 1-year extension?



June 5, 2024

FROM: Michael Burkhead, State of Alaska, Division of Forestry & Fire Protection, Procurement Specialist 3.

TO: Derek Ables, City of Kenai (COK), Airport Manager

SUBJECT: Request for extension of deadline for improvements.

The Alaska State, Division of Forestry & Fire Protection (DOF) is requesting a one-year extension to the deadline for completion of improvements as per Article XIV (B) (1) of COK-DOF lease for Lot 4A, FBO Subdivision No.11, Plat No. 2021-44. This request, if granted, would extend the deadline for completion of improvements from June 30, 2024, to June 30, 2025.

DOF intends to complete the following permanent improvements to the DOF Air Tanker Reload Base.

- Upgrading the electric power supply to the lot. This entails bringing 3-phase high voltage power from the utility onto the lease lot and adding a transformer and new meter base. Work to be performed by Homer Electric.
- Constructing a concrete containment system to prevent spills (Hazardous materials to include, but not limited to; oil, fuels, and retardant) from leaking into the ground. Work to be performed by DOF tanker base staff.

The total amount for this work is estimated to be \$60,000.00 for the electrical work and \$10,000.00 for the barrier construction. DOF intends to complete all work in calendar year 2024. This schedule is contingent on Homer Electric availability and the timing and severity of the 2024 fire season. All work will be completed prior to June 30, 2025.

Cc: Jason Jordet, State of Alaska, Division of Forestry & Fire Protection, Fixed-Wing Manager



"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission

Thru: Derek Ables – Airport Manager

From: Sarah Conley – Administrative Assistant

Date: April 11, 2024

Subject: State of Alaska DNR/Forestry – Special Use Permit

The State of Alaska DNR/Forestry is requesting a Special Use Permit for 30,000 square feet for aircraft loading and parking related to firefighting activities.

The Special Use Application and the \$100 application fee was received, and the State of Alaska Certificate of Self-Insurance is on file. The Division of Forestry is current in all fees owed.

The Special Use Permit is effective May 1, 2024 through July 31, 2024.

Does Commission recommend Council approve the Special Use Permit to the State of Alaska DNR/Forestry?

Attachments



**City of Kenai
Special Use Permit
Application**

Application Date:

Applicant Information

Name of Applicant:	State of Alaska, Department of Natural Resources, Division of Forestry & Fire Protection						
Mailing Address:	550 W. 7th Ave	City:	Anchorage	State:	AK	Zip Code:	99501
Phone Number(s):	Home Phone: ()907-269-8461		Work/ Message Phone: ()907-269-8461				
E-mail: (Optional)	michael.burkhead@alaska.gov						
Name to Appear on Permit:	State of Alaska, Department of Natural Resources, Division of Forestry & Fire Protection						
Mailing Address:	550 W. 7th Ave	City:	Anchorage	State:	AK	Zip Code:	99501
Phone Number(s):	Home Phone: ()907-269-8461		Work/ Message Phone: ()907-269-8461				
E-mail: (Optional)	michael.burkhead@alaska.gov						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:			
Apron Space immediately adjacent to Lease lot 2545			
Description of the proposed business or activity intended: Conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport.			
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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)? 3 months			
Requested Starting Date: May 1, 2024			
Signature:	Michael Burkhead 337217 <small>Digitally signed by Michael Burkhead 337217 Date: 2024.06.04 08:42:32 -08'00'</small>	Date:	6.4.2024
Print Name:	Michael Burkhead	Title:	Procurement Specialist III
For City Use Only:		Date Application Fee Received:	
<input type="checkbox"/> General Fund	<input type="checkbox"/> Airport Reserve Land	City Council Action/Resolution:	
<input type="checkbox"/> Airport Fund	<input type="checkbox"/> Outside Airport Reserve	Account Number:	

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES/DIVISION OF FORESTRY** (Permittee), whose address is 550 W. Seventh Avenue, Suite 1450, Anchorage, AK 99501-3566, a Special Use Permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. Premises. Permittee shall have the non-exclusive right to use 30,000 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 three months commencing on May 1, 2024, and ending on July 31, 2024. 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:

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

May - June	\$1,525.00 (\$0.61/SF/Year)
July	\$1,600.00 (\$0.64/SF/Year)

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):

Aircraft loading and parking.

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 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.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. Personality. 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.

21. 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.

22. 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.

23. 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.

CITY OF KENAI

SOA DNR, DIVISION OF FORESTRY

By: _____
Terry Eubank Date
City Manager

By: _____ Date _____
Michael Burkhead
Procurement Specialist,
Division of Forestry

ACKNOWLEDGMENTS

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 Michael Burkhead, Procurement Specialist, DNR/Division of Forestry, on behalf of the State of Alaska.

Notary Public for Alaska
My Commission Expires: _____

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney

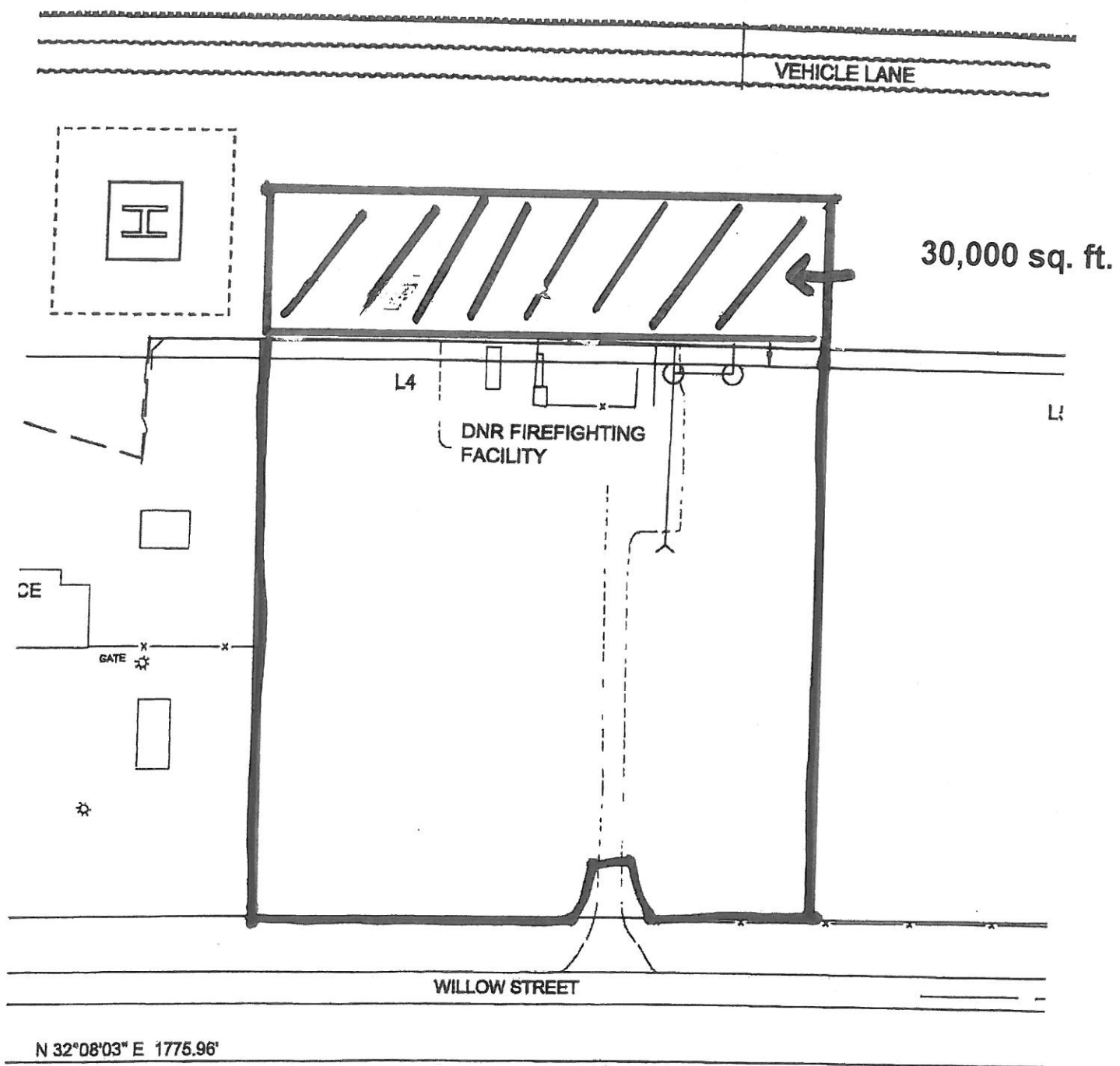


Exhibit A



"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission
Thru: Derek Ables – Airport Manager
From: Sarah Conley – Administrative Assistant
Date: June 5, 2024

Subject: Recommending Council Adoption of a Resolution
Authorizing the City Manager to Enter into an ATM Concession Agreement for
the Kenai Municipal Airport.

On May 8th, 2024 the airport released an RFP for the ATM concession. The goal of the RFP is to provide a service to the traveling public.

On May 30th, 2024 there was one responsive bid turned in by Tyler Distributing. They bid 15% of gross sales.

The Concession Agreement will be effective July 1, 2024 through June 30, 2025, with four one-year renewals.

Does Commission recommend Council approve the concession agreement with Tyler Distributing Company, Inc.?

Attachments

CITY OF KENAI
KENAI MUNICIPAL AIRPORT
AUTOMATIC TELLER MACHINE
CONCESSION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between the City of Kenai, (City) whose address is 210 Fidalgo, Kenai, AK 99611, and _____, (Concessionaire) whose address is _____.

In consideration of the rights and obligations under this agreement, the parties agree as follows:

INTRODUCTION

- A. The City owns and operates the Kenai Municipal Airport, located in Kenai, Alaska.
- B. In connection with the Kenai Municipal Airport, the City owns the terminal buildings and adjacent areas.
- C. The Concessionaire desires to operate an Automatic Teller Machine (ATM) concession business in the terminal.

ARTICLE I
DEFINITIONS

The following definitions apply for this agreement:

- A. Agreement: This Concession Agreement, together with the exhibits and all future amendments or supplements executed by the parties to this agreement.
- B. Airport: The real property and facilities of the Kenai Municipal Airport, Kenai, Alaska, as they exist on the execution date of this agreement, together with any future changes. Exhibit "A," sheet 1 of 1, shows the Terminal facility.
- C. Gross Receipts: The total amount of money or the value of other consideration received from performing the services provided by the Concessionaire.
- D. Premises: The location approved by the City for the placement of ATM is shown on Exhibit A.

ARTICLE II

TERM

A. The term of this Agreement is 1-year, beginning on July 1, 2024, and ending on June 30, 2025.

B. Extension. This agreement may be extended for four successive one-year terms by mutual written consent of Concessionaire and City.

C. If the Concessionaire holds over and remains in possess of the Premises after this Agreement expires, the holding over will not operate as an extension of the term of this Agreement, but only creates a day-to-day tenancy, regardless of any concession payments accepted by the City. The Concessionaire's obligation for performance under this Agreement will continue during the holdover tenancy. Either party may terminate the holdover at any time by giving the other party at least 24 hours prior written notice. When this Agreement terminates, if the Concessionaire holds over, the Concessionaire will pay the then-current ATM rate.

ARTICLE III

PREMISES

A. The City provides to the Concessionaire and the Concessionaire accepts from the City, the following described property, (Premises), within the City's Airport Terminal, located at the Kenai Municipal Airport:

Approximately 10 square feet of designated space in the Terminal against the wall.

B. The Concessionaire accepts the Premises in an as-is condition. The City makes no specific warranties, expressed or implied, concerning the Premises' title, access, condition, or suitability for any use, including those uses authorized by this Agreement. The Concessionaire accepts the Premises subject to any covenant, term, or condition affecting the City's title to the Premises.

ARTICLE IV

RIGHTS GRANTED

Subject to the obligations under this agreement, the City grants the Concessionaire the authority to exercise the following:

A. Non-Exclusive Rights

1. The non-exclusive right and obligation to operate ATM machines in the terminal. The ATM machine will be free standing.

2. The non-exclusive right to occupy the premises for the purposes authorized under this agreement.

B. General Rights

1. The right to ingress, egress, and occupy the premises by the Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees, subject to the security rules of the airport.

C. Reservations and Prohibitions

1. The City reserves the right to require the Concessionaire to add, delete, or relocate any ATM to best serve the interest of the public or the City.

2. The City reserves the right to grant others any right or privilege specifically granted the Concessionaire. The rights and privileges granted the Concessionaire under this agreement is the only rights and privileges granted the Concessionaire. The Concessionaire has no easements, rights, or privileges, express or implied, other than those specifically granted under this agreement.

3. The Concessionaire will not sell any service or product unless described in this agreement without the advance written approval of the City. If a question or dispute arises concerning the sale of any service or product, the Concessionaire may submit a written request to the City asking for a review and decision. The City will deliver a written decision to the Concessionaire and the decision of the City is final.

ARTICLE V
FEES AND PAYMENTS

A. Concession Fee: For the rights and privileges granted under this agreement, the Concessionaire will pay the City the following Concession Fee:

Concessionaire agrees to pay **15 % of Gross Receipts** to the City on a quarterly basis for the privilege of conducting the business authorized herein, plus any applicable tax.

B. Payments to the City:

1. Concessionaire shall provide a Certified Gross Receipts Report for each month of the preceding quarter for audit purposes. Concessionaire will pay the percentage payment within 10 days following each quarter of service. Such payment

will be made for the previous calendar quarter by October 10th, January 10th, April 10th, and July 10th of each calendar year.

The Concessionaire will make payments payable to the City of Kenai, 210 Fidalgo Avenue, Kenai, Alaska, 99611, in United States of America currency either by check, cash, bank draft, or money order. The Concessionaire will submit payments free from any claim, demand, setoff, or counterclaim of any kind against the City.

On or before the 10th day, beginning October 2024, the City must receive a Certified Activity Report. The form shall reflect the Concessionaire's total gross receipts and the total fees due the City for the previous calendar month for each ATM machine. If any such certified statements are found to be incorrect statements of gross receipts for the month involved, any additional amount determined to be due the City shall be immediately paid to the City by the Concessionaire and any amount of overpayment by the Concessionaire shall be credited against the next monthly payment due to the City under this agreement.

Fees are due on or before the 10th for the preceding quarter and delinquent after the due date. Time is of the essence in meeting these requirements and the City will impose interest at the rate of eight percent (8%) per annum and ten percent (10%) penalties of any amount of money owed under this agreement which is not paid on or before the date it becomes due.

B. Fees Vest in the City: On completion of each ATM transaction authorized under this agreement, whether for cash or credit, the fees due the City immediately vest in and become the property of the City. The Concessionaire is responsible for these fees until delivered to the City.

D. Unpaid Fees: Any rent, charge, fee, or other consideration due but unpaid at the expiration, voluntary or involuntary termination, or cancellation of this agreement is a charge against the Concessionaire and its real or personal property. The City has any lien rights allowed by law. Either the City or its authorized agent may provide enforcement.

ARTICLE VI

OPERATION OF CONCESSION SERVICES

The Concessionaire's operation under this agreement is a service to the general public, airline passengers, and other users of the airport. The Concessionaire acknowledges that the ability of the City to effectively operate the airport and promote tourism to the State of Alaska depends, in part, on the Concessionaire's equipment and service. Accordingly, the Concessionaire will conduct its operation in a first-class, businesslike, efficient, courteous, accommodating manner, and will comply with the following:

- A. Business Development: The Concessionaire will take all reasonable measures to maintain, develop, and increase its business in the terminals.
- B. Orderly Operation: The Concessionaire will conduct all business in an orderly and peaceful manner without interfering with other tenants, users, or occupants of the airport.
- C. Equipment and Service Requirements: The City desires to provide the general public, airline passengers, and other users of the terminal with ATM machines of the highest quality.
- D. Reasonable Pricing: The Concessionaire will furnish the service authorized under this agreement to its customers on a fair and nondiscriminatory basis and at fair, reasonable, and nondiscriminatory prices. Any transaction fees charged to ATM customers shall be no higher than the highest fee charged for similar services at any other ATMs within the City of Kenai.
- E. Hours of Operation: The Concessionaire will provide ATM machines on a continuous basis to serve the needs of the general public, airline passengers, and other users of the airport.
- This section will not apply to any period when the Concessionaire is unable to operate its business because of an act or directive of the City or other higher authority, or as a direct result of a natural disaster that affects the tenantability of the terminal or the premises, or as a result of a closure of the airport to all commercial passenger aircraft.
- Except in an emergency, the Concessionaire will obtain written approval from the City before closing the business for repair, maintenance, construction, or other reason.
- F. Closure Damages: With 24 hour notice the City may require the Concessionaire to promptly remove (within 48 hours) any ATM machine which is determined by the City to not be operational for three consecutive days. The City may then offer the location to another ATM provider.
- G. Foreign Currency: Currency offered to the public through the ATMs authorized in this agreement shall be U.S. currency.
- H. Maintenance: The Concessionaire will keep the ATM machines in good repair, appearance, and in a safe condition at all times at its own expense. The Concessionaire will repair or replace ATM machines as their conditions may require. The Concessionaire will not delay any action the City determines necessary for safety or to maintain the ATMs in good repair and appearance.

The Concessionaire will pay for any extraordinary power or cleaning services caused by the Concessionaire which, in the City's determination, is beyond the scope of normal services provided by the City. The Concessionaire is responsible for the cost and

installation of any electrical conduit or wiring beyond that is available on the premises as of July 1, 2024.

If the Concessionaire causes damage to the City or an airport tenant due to inadequate maintenance by the Concessionaire of any of its equipment, fixtures, or systems, the Concessionaire will repair the damage at its own expense. If the Concessionaire does not repair the damage, the City will repair the damage and bill the Concessionaire for the City's costs. The Concessionaire will pay the City within 30 days of the billing date.

I. Signs: The Concessionaire will not install any sign, emblem, or advertising on the airport, in the terminals, on the ATM machines, without the prior written approval of the City.

J. Smoking: Neither the Concessionaire nor its employees may smoke in the terminal except in designated smoking areas, if any.

K. Business Solicitation: The Concessionaire will only solicit and conduct business on the premises authorized under this agreement.

L. Security Program: The Concessionaire will comply with all applicable responsibilities of the airport security program, the airport certification manual, and the airport emergency program required by the Code of Federal Regulations (CFR) Part 139.

ARTICLE VII

AUDITS, REPORTS, BOOKS, AND RECORDS

A. Maintenance of Books and Records: To provide a satisfactory basis for confirming the accuracy of the Concessionaire's certified activity reports, the Concessionaire will establish and maintain books and records concerning the business authorized under this agreement in accordance with generally accepted accounting principles. The Concessionaire's books and records must, in the determination of the City, enable the Concessionaire to accurately report, and the City to easily check, payments due the City under this agreement.

B. Audit: The Concessionaire will permit the City to inspect, copy, and audit the Concessionaire's books, records, and supporting data at the City's request during regular business hours. The City may either transport the necessary books and records to a location on the airport for inspection, copying, or audit, or perform the audit at the location where the Concessionaire maintains the records.

C. Concession Underpayments: If any City inspection or audit of the Concessionaire's books and records discloses a Concessionaire underpayment, the Concessionaire will pay the difference within 30 days of the billing date plus interest from the original due date.

C. Public Information: All books, figures, records, reports, statements, or similar items the Concessionaire submits to the City are public records and available for public inspection.

ARTICLE VIII CONSTRUCTION

A. General Construction Requirements: The Concessionaire will obtain the written approval of the City in the form of a City Building Permit that includes all applicable attachments and detailed drawings of the proposed construction before beginning any alteration, construction, or improvement of the premises.

ARTICLE IX ADDITION, REDUCTION, OR RELOCATION OF CONCESSION SPACE

A. ATM Locations: The Concessionaire will submit a written request to the City to add, delete, or relocate any ATM. The City will approve or disapprove in writing. The City will base any approval or disapproval on reasonable and justifiable grounds.

The City will not change the monthly concession fee if the Concessionaire adds, deletes, or relocates any ATM during the term of this agreement.

ARTICLE X CITY DIRECTED RELOCATION

The Concessionaire acknowledges that the City may require the relocation of the premises, in whole or in part, if the City determines that relocation is necessary to meet the needs of the traveling public or the City.

Any relocation under this article will be solely at the Concessionaire's expense. The City is not responsible for any financial loss the Concessionaire may incur because of relocation under this article.

ARTICLE XI CITY'S RIGHTS OF ACCESS AND INSPECTION

A. Inspection: The City may at all reasonable times enter and inspect the premises or observe the Concessionaire's performance of its obligations under this agreement, or take any action that the City is obligated to take under this agreement, or otherwise.

The Concessionaire will neither claim nor the City allow any abatement of fees if the City exercises this right. Except for an emergency, the City will take all reasonable steps to minimize interference with the Concessionaire's activity on the premises.

B. The City reserves the right to enter the premises to repair, replace, alter, install, or maintain any mechanical, electrical, plumbing, heating, cooling, ventilation, fire protection, telecommunication, or other system necessary to the proper functioning of the terminal without liability to the Concessionaire for any damage to the premises. As a result of any entry under this section, the City is only liable for its own negligence and for returning the premises to their former condition using standard materials. Any City repair, replacement, alteration, installation, or maintenance will not unreasonably interfere with the Concessionaire's use of the premises. Nothing in this section in any way relieves the Concessionaire of any obligation to maintain its lease space and improvements.

ARTICLE XII CITY SERVICES

A. City Services: The City will perform the following:

1. Maintain the structure of the terminals, the roof, and exterior walls.
2. Provide standard terminal lighting and replacement bulbs only for those fixtures; space heating and cooling; electricity; and air ventilation.
3. Wash all exterior terminal windows as well as clean and maintain the public areas in the terminals.
4. Maintain the terminals' electrical, public address, plumbing, and heating systems in good condition and repair. However, the City may refuse to maintain any system installed by the Concessionaire and may charge the Concessionaire for any repair resulting from the Concessionaire's negligence. The Concessionaire will pay the City within 30 days of the billing date for any such repair charge.

B. Hold Harmless: The Concessionaire will waive any claim and hold the City harmless for damages arising out of or resulting from any failure or interruption of utility services furnished by the City including, but not limited to, stoppage in electrical energy, space heating, or the failure or interruption of any public or passenger convenience.

ARTICLE XIII LAWS AND TAXES

This agreement is subject to all regulations, including those relating to leasing facilities and granting privileges at the Kenai Municipal Airport.

A. Laws: At no expense to the City, the Concessionaire will comply with all federal, State of Alaska, and local laws, ordinances, regulations, and airport rules, that are either now, or in the future, in force that may apply to the business authorized under this agreement, or to the use, care, operation, maintenance, and protection of the airport, including matters of health, safety, sanitation, and pollution. The City is neither liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this agreement by reason of the City's exercise of any authority.

B. Taxes: The Concessionaire will obtain 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.

C. Disputes: 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 will bring the lawsuit before the courts of the State of Alaska.

D. Claims: The Concessionaire will notify the City of any claim, demand, or lawsuit arising out of the Concessionaire's rights granted or the operations authorized under this agreement. At the City's request, the Concessionaire will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this agreement.

ARTICLE XIV **INSURANCE AND INDEMNIFICATION**

The following is the City's indemnification and insurance requirements:

(a) All concession agreements shall include a provision requiring the concessionaire to indemnify the City from claims related to the concession and the concessionaire.

(b) Except as provided in (c) of this section, all concession agreements shall require the concessionaire to provide insurance coverage of the following types and minimum coverage limits. If a concessionaire's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits.

(1) **Commercial General Liability**, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must name the City as an additional insured.

(2) **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 concessionaire uses on the Airport.

(3) **Workers Compensation Insurance.** For all the concessionaire's employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.

(c) The City Manager may, with the counsel of the City Attorney, waive or reduce the insurance requirements under (b) of this section for a concession granted for strictly non-commercial, individual use purposes.

(d) The concessionaire will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this section must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.

(e) A concession shall include a provision allowing the City, at intervals of not less than five (5) years from the beginning date of the term of the concession and upon written notice to lessee, revise the insurance requirements required under the concession agreement. The determination to revise the insurance requirements will be made by the City Manager with the counsel of the City Attorney and shall be based on the risks relative to the lessee's operations, any insurance guidelines adopted by the City, and any change in applicable law.

(g) All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

ARTICLE XV **CANCELLATION BY CITY**

A. Breach of Agreement

The City may cancel this agreement and recover possession of the premises by giving the Concessionaire 30 days advance written notice if any of the following events occur, unless the breach is cured within the 30 days:

1. The Concessionaire does not pay any rent, fee, penalty, or other charge when due under this agreement.
2. A check for any payment is returned for insufficient funds.
3. The Concessionaire uses the premises for purposes not authorized under this agreement.
4. A petition in bankruptcy is filed by or against the Concessionaire.

5. A court enters a judgment of insolvency against the Concessionaire.
6. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
7. A lien is filed against the premises because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within 60 days.
8. The Concessionaire does not operate the business authorized under this agreement on a continuous basis without the City's advance written approval.
9. The cessation or deterioration of any service that, in the City's determination, materially and adversely affects the service the Concessionaire is required to perform under this agreement.
10. The Concessionaire does not perform any provision or covenant under this agreement.

A cancellation notice issued by the City under this article is stayed if, within the 30-day notice period, the Concessionaire begins and continues expeditious action to cure the breach in the case of a breach, which is not reasonably curable within 30 days. The determination of "expeditious action" and "not reasonably curable" is in the City's sole discretion.

The Concessionaire will not construe any waiver by the City of any default on the part of the Concessionaire in the performance of any provision, covenant, or condition to be performed, kept, or observed by the Concessionaire as a waiver by the City at any time thereafter of any other default or subsequent default in performance of any provision, covenant, or condition of this agreement. After a City waiver of default in one or more instances, the City is not required to provide notice to the Concessionaire to restore or revive that time is of the essence under this agreement. The waiver of any right or obligation under this agreement is not effective nor binding on the Concessionaire unless it is in writing and signed on behalf of the City.

B. Additional Rights of the City: On termination or cancellation of this agreement or on reentry, the City may regain or resume possession of the premises, may occupy the premises, and may permit any person, firm, or corporation to enter on and use the premises. The City may also repair or make any structural or other change in the premises that are necessary, in the City's sole determination, to maintain the suitability of the premises for uses similar to those granted under this agreement without affecting, altering, or diminishing the obligations of the Concessionaire under this agreement. The City will charge the Concessionaire the cost of these repairs and the Concessionaire will pay these charges within 30 days of the billing date.

C. Ownership of Equipment and Improvements: If the City cancels this agreement due to a Concessionaire default, all of the Concessionaire's title and interest in furnishings, fixtures, equipment, and improvements installed in or adjacent to the terminal under this agreement vest in the City. The City may dispose of these items as it sees fit. The Concessionaire will reimburse the City within 60 days of the billing date for any cost the City incurs in removing and disposing of these items.

D. Survival of Concessionaire's Obligations: If the City cancels or terminates this agreement, all of the Concessionaire's obligations under this agreement will survive in full force for the entire period of this agreement. Subject to the City's obligation to mitigate damages, the fees and charges become due and payable to the City to the same extent, at the same time, and in the same manner as if no termination or cancellation had occurred. The City may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

E. Surrender of Possession: The Concessionaire will yield possession of the premises to the City on the date of the termination, cancellation, or normal expiration of this agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the City, reasonable use and wear-and-tear accepted.

The City will allow the Concessionaire a maximum of five calendar days after the effective date of the expiration of this agreement to remove all of its personal property, equipment, furniture, and fixtures from the premises. The Concessionaire acknowledges that as part of the consideration for this agreement, all property remaining on the premises after these five calendar days becomes the sole property of the City. The City may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire will pay the City within 30 days of the billing date for any cost the City incurs in property removal and disposal.

ARTICLE XVI

CANCELLATION BY CONCESSIONAIRE

The Concessionaire may cancel this agreement by giving the City 30 days advance written notice if any of the following events occur:

A. Abandonment: The permanent abandonment of the airport by all passenger airlines or the removal of all passenger airline service from the airport for a period of at least 90 consecutive days.

B. Assumption: The lawful assumption by the United States government or its authorized agent, of the operation, control, or use of the airport, or any substantial part of the airport, that restricts the Concessionaire from operating its business under this agreement for a period of at least 90 consecutive days.

C. Injunction: A court of competent jurisdiction issues an injunction that prevents or restrains the use of the airport by all airlines provided the injunction remains in force for at least 90 consecutive days.

ARTICLE XVII

SUBSEQUENT CONTRACT

A. Subsequent Contract Award: The Concessionaire acknowledges that on the expiration, cancellation, or termination of this agreement, the City may award any subsequent ATM contract by any legal means then available to the City.

B. Transition Schedule at Normal Expiration: The Concessionaire understands that it is neither practical nor possible for the City to predict the exact transition schedule and procedure to best serve the needs of the traveling public and the City at the normal expiration of this agreement.

The City will provide the Concessionaire a written notice of the transition plan determined by the City to best serve the needs of the traveling public and the City at least 30 days before turning the business over to a succeeding Concessionaire.

The Concessionaire will diligently execute the transition plan determined by the City, abide by its time schedule, and cooperate with the City and the succeeding concessionaire in carrying out the transition plan. In any dispute between the Concessionaire and the succeeding concessionaire during the transition period, the Concessionaire will abide by the decision of the City.

At the normal expiration of this agreement, the Concessionaire will either remove its furniture, fixtures, equipment, and improvements or sell them to the succeeding Concessionaire. If the Concessionaire neither sells nor removes these items within five calendar days after expiration, the City may remove, sell, modify, or destroy these items as it sees fit. The Concessionaire will reimburse the City for any cost the City incurs in removal and disposal within 30 days after the billing date.

ARTICLE XVIII

ASSIGNMENT OR SUBCONTRACT

A. Prohibition: The Concessionaire will not mortgage, hypothecate, nor otherwise encumber or assign the concession rights created under this agreement, in whole or in part, without the advance written consent of the City.

Any attempted assignment, mortgage, hypothecation, or encumbrance of the concession rights, or other violation of this article is void and will confer no right, title, or interest neither in nor to this agreement, on any assignee, mortgagee, encumbrancer, pledgee, lienholder, subtenant, successor, or purchaser.

B. Approval by City: The Concessionaire will submit three copies of any proposed assignment or subcontract to the City for advance written approval. Each copy must bear the original notarized signature of all parties. All covenants and provisions of this agreement extend to and bind the legal representatives, successors, and assignees of the parties.

C. Merger, Consolidation, or Reorganization: The City will not unreasonably withhold its consent to an assignment of this agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all of the assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.

For purposes of this section, "control" of any corporation is deemed vested in the person or persons owning more than 50 percent of the voting power for the election of the board of directors of the corporation.

ARTICLE XIX

GENERAL COVENANTS

A. Execution by City: This agreement is not effective until signed by the City Manager of City of Kenai, or a designated representative.

B. Approval by City: The City will not unreasonably withhold any approval required under this agreement.

C. Notices: Any notice required under this agreement must be hand delivered, sent by registered or certified mail, or delivered by a reliable overnight delivery service to the appropriate party at the address set forth on page one of this agreement or to any other address that the parties subsequently designate in writing. All notice periods begin on the date the notice is mailed.

D. Modification: The Concessionaire acknowledges that the City may modify this agreement to meet the revised requirements of federal or State grants, to operate the airport, or to conform to the requirements of any revenue bond covenant to which the City of Kenai, and may do so without formal amendment. However, a modification may neither reduce the rights or privileges granted the Concessionaire under this agreement nor cause the Concessionaire financial loss.

E. Interrelationship of Provisions: All provisions of this agreement and the associated bid documents are essential parts of this agreement and are intended to be cooperative, to provide for the use of the premises, and to describe the respective rights and obligations of the parties to this agreement.

F. Validity of Parts: The remaining parts continue in full force if a court of competent jurisdiction declares any part of this agreement invalid.

G. Radio Interference: At the City's request, the Concessionaire will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

H. Discrimination: The Concessionaire will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The Concessionaire recognizes the right of the City to take any action necessary to enforce this covenant, including actions required by any federal or State law.

I. Affirmative Action: The Concessionaire will undertake any affirmative action program required by 14 CFR, Part 23, Subpart F, to insure that the Concessionaire will not exclude any person from participating in any employment activity on the grounds of race, creed, color, national origin, or sex. The Concessionaire will 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 Concessionaire further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake affirmative action programs and require assurances from their sub organizations.

J. National Emergency: If the federal government declares a national emergency, the Concessionaire will not hold the City liable for the inability to perform any part of this agreement resulting from the national emergency.

K. No Waiver: If the City does not insist in any one or more instances on the strict performance by the Concessionaire 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. A City 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 the City.

L. Disasters: If in the determination of the City, fire, flood, earthquake or other casualty damages the airport so extensively as to render it untenable, either party may elect to terminate this agreement on 30 days written notice to the other party. If this agreement is terminated because of a disaster, the City will prorate the fees payable under this agreement up to the time the airport becomes untenable.

M. Condemnation: If any proper authority condemns the airport, this agreement ends on the date the Concessionaire is required to leave the premises. The City is entitled to all condemnation proceeds. However, the City will pay the Concessionaire the portion of proceeds attributable to the fair market value of any improvements placed on the premises by the Concessionaire.

N. Quiet Enjoyment: The City covenants that it has full, unencumbered title to the airport; that it has the right and lawful authority to execute this agreement; and that the Concessionaire will have, hold, and enjoy peaceful and uninterrupted use of the premises.

O. Bid Documents: The Invitation for Bids, the Instructions to Bidders, the Bid Questionnaire, the Bidder's Affidavit, the Bid Submittal form, any addenda, and the required bid deposit are part of this agreement, and each party will fully perform all provisions of these documents.

P. Entire Agreement: This agreement, including any amendment, constitutes the entire agreement between the parties. No modification or amendment of this agreement is effective unless in writing and signed by both parties, except as stipulated in section D. of this article.

Q. Time: Time is of the essence in the performance of all rights and obligations of the parties to this agreement.

R. Laws: The Concessionaire shall ensure that all requirements of the City, State and Federal laws and regulations adopted by the City, State, Federal or any governmental legal authority and the rules and regulations promulgated by the City as same may be amended from time to time, are fully complied with at all times.

WITNESS WHEREOF, the parties have set their hands and day and year as stated in the acknowledgments below:

CITY OF KENAI:

By: _____
Terry Eubank – City Manager

CONCESSIONAIRE:

By: _____
Concessionaire – Title

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2024, Terry Eubank, City Manager of the City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument 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, _____, Concessionaire, of the ATM, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument.

Notary Public in and for Alaska
My Commission Expires: _____

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

For Quarter _____, 20__

Date prepared _____

The Concessionaire will pay the City of Kenai the percentage fee (15%):

Monthly Gross Sales: \$ _____ x15% = \$ _____

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

Monthly Gross Sales: \$ _____ x15% = \$ _____

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

Monthly Gross Sales: \$ _____ x15% = \$ _____

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

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

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

Other Information:

Gross Sales Attributed to a DBE: \$ _____

Certification:

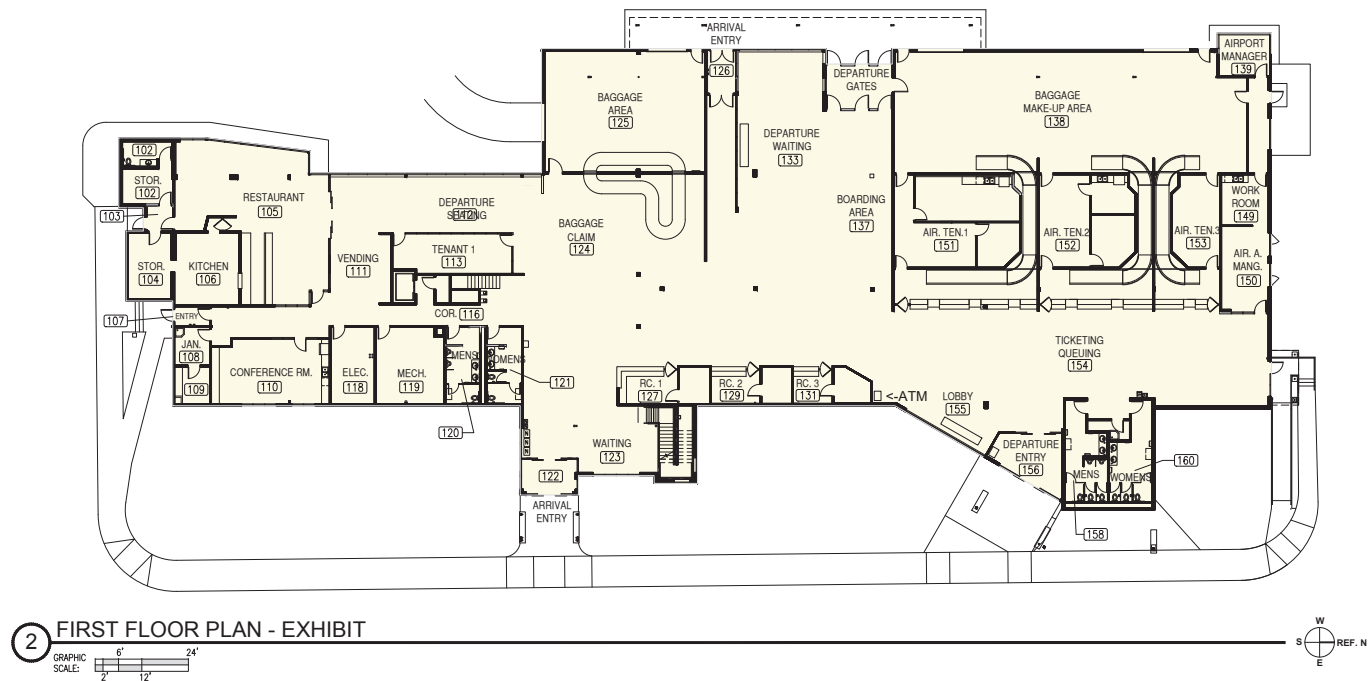
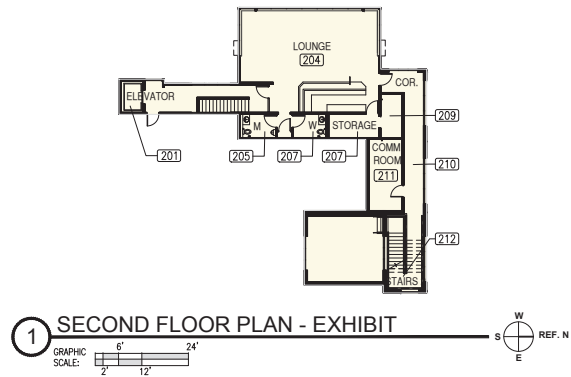
I hereby certify that the above is a true statement from the records of the following business:

Business: _____

Address: _____

Signature: _____

Phone No.: _____



KENAI MUNICIPAL AIRPORT TERMINAL FLOOR PLAN - KENAI, ALASKA

Exhibit A



Kenai City Council - Regular Meeting

May 15, 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 WITHOUT OBJECTION. Ordinance No. 3412-2024** - Accepting and Appropriating Grant Funds from the Alaska High Intensity Drug Trafficking Area for Drug Investigation Overtime Expenditures. (Administration)
2. **ENACTED WITHOUT OBJECTION. Ordinance No. 3413-2024** - Increasing Estimated Revenues and Appropriations in the General Fund - Police Department and Accepting a Grant from the US Department of Transportation Passed through the State of Alaska Department of Transportation and Public Facilities for Traffic Enforcement Overtime Expenditures. (Administration)
3. **ENACTED WITHOUT OBJECTION. Ordinance No. 3414-2024** - Repealing Kenai Municipal Code Sections 13.10.010(a)(2) - Miscellaneous Offenses, 13.10.020 - Loitering and Sleeping on the Streets, Schools, and 13.10.030 - Curfew, to Remove Certain City Prohibitions Regarding Begging, Loitering and Sleeping, and Curfews in the City that are Not Enforceable as Specifically Written in Code. (Administration)
4. **ENACTED AS AMENDED WITHOUT OBJECTION. Ordinance No. 3415-2024** - Authorizing a Donation of Surplus Sand from the Kenai Municipal Airport to the Triumvirate Theatre for the Construction of a New Theatre. (Administration)
5. **AMENDED BY SUBSTITUTE. Ordinance No. 3416-2024** - Repealing, Reenacting and Renaming Kenai Municipal Code Chapter 1.90 - Standard Procedures for Boards, Commissions and Committees, Enacting Chapter 1.95 - Standing Advisory Commissions, Repealing

Chapters 11.10 - Harbor Commission, Chapter 19.05 Parks and Recreation Commission, Chapter 21.20 Airport Commission, Enacting Section 14.05.050 - Planning And Zoning Commission - Qualifications and Membership, and Approving Amendments to The Council on Aging Commission's By-Laws to Organize Streamline, and Improve the Efficiency of the City's Standing Commissions. (City Clerk)

- **ENACTED AS AMENDED WITHOUT OBJECTION. Ordinance No. 3416-2024 Substitute** - Repealing, Reenacting and Renaming Kenai Municipal Code Chapter 1.90 - Standard Procedures for Boards, Commissions and Committees, Enacting Chapter 1.95 - Standing Advisory Commissions, Repealing Chapters 11.10 - Harbor Commission, Chapter 19.05 Parks and Recreation Commission, Chapter 21.20 Airport Commission, Enacting Section 14.05.050 - Planning and Zoning Commission - Qualifications and Membership, and Approving Amendments to the Council on Aging Commission's By-Laws to Organize Streamline, and Improve the Efficiency of the City's Standing Commissions. (City Clerk)
- 6. **ENACTED AS AMENDED WITHOUT OBJECTION. Ordinance No. 3417-2024** - Increasing Estimated Revenues and Appropriations by \$12,600 in the General Fund for the Purchase of Approximately 7.8 Acres of Real Property Described as Tract B, Kenai Bluff Stabilization Subdivision from David W. Salter to be Retained by the City for a Public Purpose and Determining that the Public Interest will not be Served by an Appraisal. (Administration)
- 7. **ADOPTED WITHOUT OBJECTION. 2024-16** - Authorizing a Budget Transfer within the Water and Sewer Capital Project Fund for Lift Station Renovation Projects. (Administration)
- 8. **REFERRED TO THE PLANNING & ZONING COMMISSION, 2ND PUBLIC HEARING 6/5/2024. Resolution No. 2024-17** - Renaming Cook Inlet View Drive to Cook Inlet Drive. (Sounart)
- 9. **ADOPTED WITHOUT OBJECTION. Resolution No. 2024-18** - Accepting an Airport Improvement Program Grant from the Federal Aviation Administration for an Eco-Cart. (Administration)

F. MINUTES

1. *Regular Meeting of May 1, 2024. (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** - Second Extension to the Agreement with Redline Sports for Management Services at the Kenai Multi-Purpose Facility. (Administration)
4. ***Ordinance No. 3418-2024** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Committing \$4,499,039 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
5. ***Ordinance No. 3419-2024** - Amending Sections of Kenai Municipal Code Title 23 - Personnel Regulations, Sections 23.05.070 - Definitions, 23.25.070 - Acting Positions, 23.30.030 - Probationary Period for Employees in the Classified Service, 23.30.110 - Travel Expense, 23.40.040 - Terminal Leave, 23.55.020 - Compensation Structure by Grade for Employees in

the Classified Service, 23.55.030 - Qualification Pay, and 23.55.080 - Longevity Pay for Employees in the Classified Service, to Ensure Appropriate Compensation and Benefits to City Employees Comparable to Other Places of Public Employment Improving Recruitment and Retention of Qualified Employees. (Administration)

6. ***Ordinance No. 3420-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Municipal Roadway Improvements Capital Fund and Awarding a Construction Agreement and Corresponding Purchase Order for the 2024 Lilac Lane Roadway Improvement Project. (Administration)
7. **APPROVED WITHOUT OBJECTION. Action/Approval** - Council on Aging 2024 Work Plan. (City Clerk)
8. **QUESTION DIVIDED. Action/Approval** - Parks and Recreation Commission 2024 Work Plan. (City Clerk) *[Objectives 1,3 & 4 Approved; Objective 2 Failed to Approve.]*

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

1. Bishops Attic Donation Letter

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.

Registration is required to join the meeting remotely through Zoom. Please use the link below to register: <https://us02web.zoom.us/join/register/tZYldu6qrD4iE9MPswnxWF153CpQTJzjWLEo>



Kenai City Council - Regular Meeting

June 05, 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

1. Fiscal Year 2023 Audit Report, Joy Merriner, BDO USA, LLP.

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 AS AMENDED WITHOUT OBJECTION. Ordinance No. 3418-2024** - Adopting the Annual Budget, Salary Schedule and Employee Classification Plan for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Committing \$4,499,039 of General Fund, Fund Balance for Future Capital Improvements. (Administration)
2. **ENACTED AS AMENDED WITHOUT OBJECTION. Ordinance No. 3419-2024** - Amending Sections of Kenai Municipal Code Title 23 - Personnel Regulations, Sections 23.05.070 - Definitions, 23.25.070 - Acting Positions, 23.30.030 - Probationary Period for Employees in the Classified Service, 23.30.110 – Travel Expense, 23.40.040 - Terminal Leave, 23.55.020 - Compensation Structure by Grade for Employees in the Classified Service, 23.55.030 - Qualification Pay, and 23.55.080 - Longevity Pay for Employees in the Classified Service, to Ensure Appropriate Compensation and Benefits to City Employees Comparable to Other Places of Public Employment Improving Recruitment and Retention of Qualified Employees. (Administration)
3. **ENACTED WITHOUT OBJECTION. Ordinance No. 3420-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Municipal Roadway Improvements Capital Fund and Awarding a Construction Agreement and Corresponding Purchase Order for the 2024 Lilac Lane Roadway Improvement Project. (Administration)

4. **ADOPTED WITHOUT OBJECTION. Resolution No. 2024-19** - Fixing the Rate of Levy of Property Tax for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025. (Administration)
5. **ADOPTED AS AMENDED WITHOUT OBJECTION. Resolution No. 2024-20** - Amending the Comprehensive Schedule of Rates, Charges, and Fees to Incorporate Changes Included in the FY2025 Budget to Include Adjusting Airport Fees, Water Fees, Sewer Fees, and Adjusting the Monthly Rental Rates at Vintage Pointe. (Administration)
6. **POSTPONED INDEFINITELY. Resolution No. 2024-21** - Authorizing a Budget Transfer in the Airfield Fund, Airport Department for Amounts in Excess of Budget. (Administration)
7. **ADOPTED. Resolution No. 2024-22** - Authorizing a Budget Transfer in the Airport Terminal Improvements Capital Fund, and Awarding a Construction Contract and Corresponding Purchase Order for the Airport Landscaping Project. (Administration)
8. **ADOPTED WITHOUT OBJECTION. Resolution No. 2024-23** - Authorizing the City Manager to Execute a Lease of Airport Reserve Lands Between the City of Kenai and D & M Land Company, Limited Liability Corporation for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5. (Administration)
9. **ADOPTED WITHOUT OBJECTION. Resolution No. 2024-24** - Authorizing the City Manager to Execute a Lease of Airport Reserve Lands Between the City of Kenai and Schilling Rentals, Limited Liability Corporation for Lot 5A, Block 1, FBO Subdivision 2018 Replat. (Administration)

F. MINUTES

1. *Regular Meeting of May 15, 2024. (City Clerk)

G. UNFINISHED BUSINESS

1. **POSTPONED TO 06/19/24. Resolution No. 2024-17** - Renaming Cook Inlet View Drive to Cook Inlet Drive. (Sounart) *[On 05/15/24 this item was referred to the Planning and Zoning Commission for recommendation to Council and postponed to 06/05/24.]*

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Special Use Permit to Crowley Fuels, LLC for Use of 35,000 Square Feet of Apron Space at the Kenai Municipal Airport for Aviation Fueling. (Administration)
3. ***Action/Approval** - Special Use Permit to Empire Airlines, Inc. for Use of 11,250 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Parking. (Administration)
4. ***Action/Approval** - Special Use Permit to Everts Air Fuel, Inc. for Use of 30,000 Square Feet of Apron Space at the Kenai Municipal Airport Aircraft Parking. (Administration)
5. ***Action/Approval** - Fourth Amendment to Agreement for Janitorial Services with Reborn Again Janitorial Service at the Kenai Municipal Airport. (Administration)
6. ***Action/Approval** - Special Use Permit to Kenai Aviation Operations, LLC. for Use of 2,714 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Parking. (Administration)
7. ***Action/Approval** - Special Use Permit to United Parcel Service Co., Inc. for Use of 4,000 Square Feet of Apron Space at the Kenai Municipal Airport for Aircraft Loading and Parking. (Administration)

8. ***Action/Approval** - Confirmation of Mayoral Nomination for a Partial Term Appointment of Joshua Belter to the Airport Commission. (Gabriel)
9. ***Action/Approval** - Confirmation of Mayoral Nomination for a Partial Term Appointment of Samantha Springer to the Beautification Committee. (Gabriel)
10. ***Ordinance No. 3421-2024** - Increasing Estimated Revenues and Appropriation in the Kenai City Airport Snow Removal Equipment, Visitor Center, and Public Safety Capital Project Funds to Transfer Residual Balance from Completed Projects Back to their Original Funding Sources. (Administration)
11. ***Ordinance No. 3422-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Public Safety Capital Project Fund for Cost in Excess of Projected Budgeted Amounts for Fire Department Flooring Replacement Phase 2. (Administration)
12. ***Ordinance No. 3423-2024** - Increasing Estimated Revenues and Appropriations in the General Fund and Personal Use Fishery Fund for Annual Transfer from Personal Use Fishery Fund to the General Fund for Non-Departmental Expenses. (Administration)
13. **APPROVED WITHOUT OBJECTION. Action/Approval** - Airport Commission 2024 Work Plan. (City Clerk)
14. **APPROVED WITHOUT OBJECTION. Action/Approval** - Beautification Committee 2024 Work Plan. (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

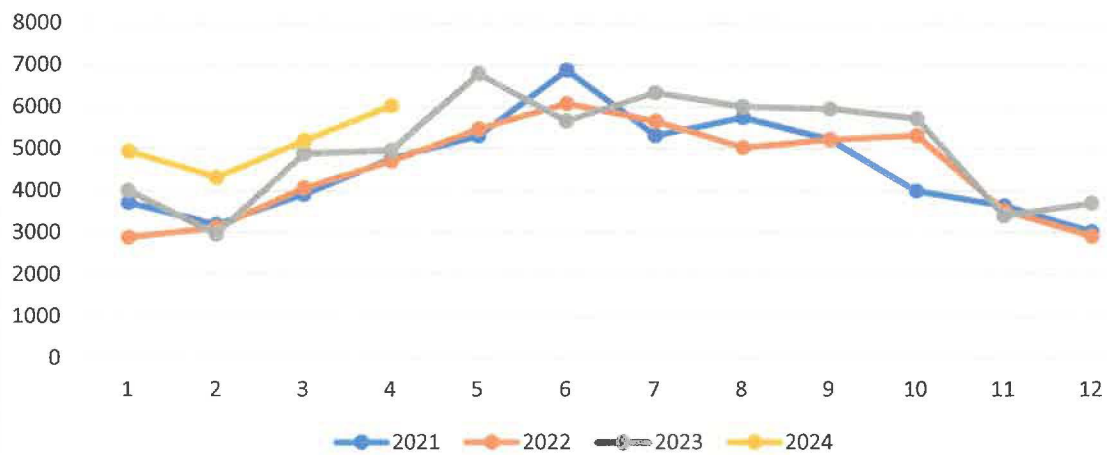
The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk's Office at 907-283-8231.

Registration is required to join the meeting remotely through Zoom. Please use the following link to register: <https://us02web.zoom.us/meeting/register/tZMofuihqT0uHdQEPAQbyuLo65KcQNnOUgQZ>

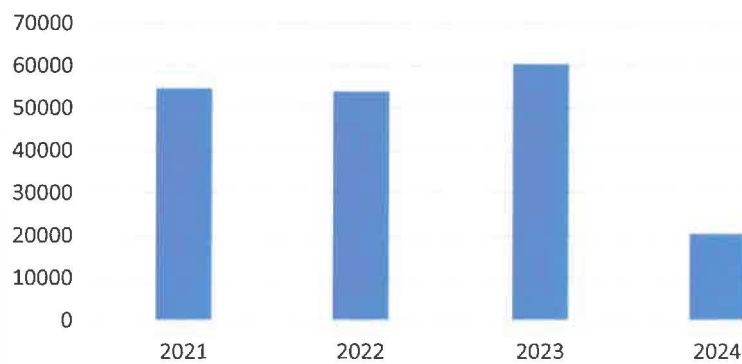
ENA Air Traffic Control Tower Operations

Year	2021	2022	2023	2024
January	3709	2882	4009	4927
February	3196	3117	2965	4313
March	3908	4069	4874	5192
April	4762	4697	4957	6022
May	5306	5472	6786	
June	6872	6072	5660	
July	5313	5654	6337	
August	5747	5020	6007	
September	5218	5215	5950	
October	3990	5312	5724	
November	3636	3517	3404	
December	3018	2907	3699	
Total	54675	53934	60372	20454

Tower Operations by Year



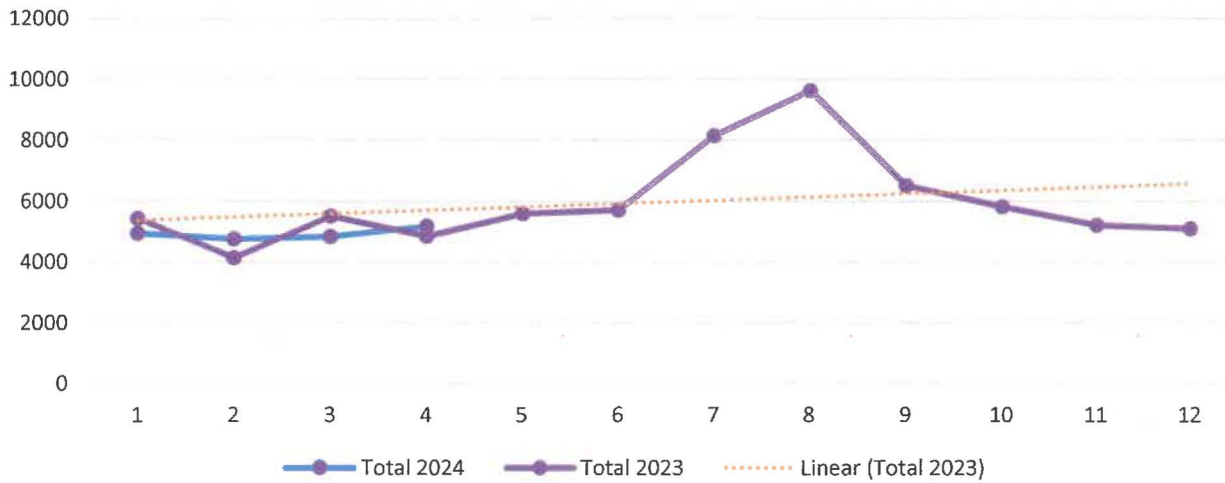
Tower Operations Total Per Year



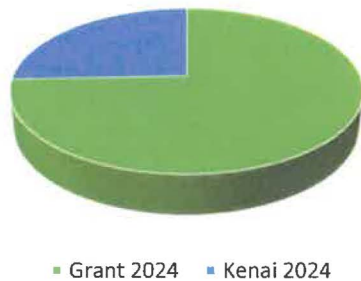
ENA Airline Passenger Enplanements

Month	Grant 2024	Kenai 2024	Ravn 2023	Grant 2023	Kenai 2023	Total 2024	Total 2023	Change from 2023 to 2024
January	3218	1719	2799	2326	305	4937	5430	-493
February	3207	1553	2711	1199	229	4760	4139	621
March	3508	1325	2982	2236	280	4833	5498	-665
April	3847	1326	2529	2087	220	5173	4836	337
May			2547	2432	608		5587	
June			2371	2740	590		5701	
July			4241	3067	836		8144	
August			4936	3592	1105		9633	
September			3429	2474	610		6513	
October			2159	2865	797		5821	
November			33	3508	1669		5210	
December			0	3439	1654		5093	
Total	13780	5923	30737	31965	8903	19703	71605	-200

2023 - 2024 Enplanements



April 2024 Enplanements



ENA Terminal Vehicle Parking Revenue

Year	2023	2024
January	\$ 18,144	\$ 17,977
February	\$ 19,005	\$ 19,877
March	\$ 20,124	\$ 20,848
April	\$ 19,276	\$ 22,493
May	\$ 20,360	
June	\$ 16,612	
July	\$ 18,156	
August	\$ 31,564	
September	\$ 21,125	
October	\$ 21,212	
November	\$ 20,861	
December	\$ 20,654	
Total	\$ 247,092	\$ 81,195

