

**KENAI AIRPORT COMMISSION  
REGULAR MEETING  
JUNE 11, 2020 – 6:00 P.M.  
KENAI CITY COUNCIL CHAMBERS  
210 FIDALGO AVE., KENAI, AK 99611  
\*Telephonic/Virtual Information on Page 2\*  
<http://www.kenai.city>**

1. **CALL TO ORDER**
  - a. Pledge of Allegiance
  - b. Roll Call
  - c. Agenda Approval
  
2. **SCHEDULED PUBLIC COMMENT** *(Public comment limited to ten (10) minutes per speaker)*
  
3. **UNSCHEDULED PUBLIC COMMENT** *(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)*
  
4. **APPROVAL OF MEETING SUMMARY**
  - a. May 14, 2020.....Pg. 3
  
5. **UNFINISHED BUSINESS** – None.
  
6. **NEW BUSINESS**
  - a. **Discussion/Recommendation** – Award Janitorial Contract for Airport Terminal..Pg. 7
  - b. **Discussion/ Recommendation** – A Lease Renewal of Airport Reserve Lands Described as Lot 4, Block 1, FBO Subdivision to CPD Alaska, LLC on a Standard Lease Form.....Pg. 21
  - c. **Discussion/ Recommendation** – Lease Assignment of Lot 3, Block 4, General Aviation Apron from DeWayne Benton to Joel Caldwell .....Pg. 26
  - d. **Discussion/Recommendation** – Approving a Ten-Year Lease Renewal of Airport Reserve Lands Described as Lot 1A, Block 1, General Aviation Apron No. 6 to Kenai Aviation Service, Inc. d/b/a Aviation Services on a Standard Lease Form .....Pg. 31
  - e. **Discussion/Recommendation** –Special Use Permit to Alaska Air Fuel for Aircraft Loading and Parking.....Pg. 36
  - f. **Action/Approval** - Ratify the Commission’s Decision Regarding Future In-Person and/or Virtual Meetings.
  
7. **REPORTS**
  - a. Airport Manager
  - b. City Council Liaison .....Pg. 47
  
8. **NEXT MEETING ATTENDANCE NOTIFICATION** – June 11, 2020
  
9. **COMMISSIONER COMMENTS AND QUESTIONS**

10. **ADDITIONAL PUBLIC COMMENT**

11. **INFORMATION ITEMS**

- a. May 2020 Mid-Month Report .....Pg. 51
- b. May 2020 Enplanement Report .....Pg. 53

12. **ADJOURNMENT**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/89314927862>

**Meeting ID:** 893 1492 7862 **Password:** 237717

OR

**Dial in by your Location:** (253) 215-8782 or (301) 715-8592

**Meeting ID:** 893 1492 7862 **Password:** 237717

**\*\*PLEASE CONTACT US IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING\*\***  
**JACQUELYN -- 283-8231 OR, MARY -- 283-8281**

**KENAI AIRPORT COMMISSION  
REGULAR MEETING  
MAY 14, 2020 – 6:00 P.M.  
KENAI CITY COUNCIL CHAMBERS  
CHAIR GLENDA FEEKEN, PRESIDING**

**MEETING SUMMARY**

**1. CALL TO ORDER**

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

**a. Pledge of Allegiance**

Chair Feeken led those assembled in the Pledge of Allegiance.

**b. Roll was confirmed as follows:**

Commissioners Present: G. Feeken, J. Bielefeld, P. Minelga, K. Dodge, J. Zirul, D. Pitts, D. Leichliter

Commissioners Absent:

Staff/Council Liaison Present: Airport Manager M. Bondurant, Council Liaison T. Navarre

A quorum was present.

**c. Agenda Approval**

**MOTION:**

Commissioner Bielefeld **MOVED** to approve the agenda as written and Commissioner Leichliter **SECONDED** the motion. There were no objections; **SO ORDERED**.

**2. SCHEDULED PUBLIC COMMENT** – None.

**3. UNSCHEDULED PUBLIC COMMENT** – None.

**4. APPROVAL OF MEETING SUMMARY**

a. March 12, 2020

**MOTION:**

Commissioner Bielefeld **MOVED** to approve the meeting summary of March 12, 2020 and Commissioner Dodge **SECONDED** the motion. There were no objections; **SO ORDERED**.

**5. UNFINISHED BUSINESS** – None.

**6. NEW BUSINESS**

a. **Discussion** – Float Plane Basin Fuel Pumps

The Airport Manager addressed the use of WEX (fleet) cards at the float plane fuel pump, noting the cost associated with the fleet card was triple the cost of standard credit cards.

**MOTION:**

Commissioner Zirul **MOVED** to recommend Administration and Council to implement a plan to begin accepting commercial fleet cards and Commissioner Leichliter **SECONDED** the motion. There were no objections; **SO ORDERED**.

b. **Discussion/Recommendation** – Special Use Permit to Everts Air Fuel, Inc.

It was noted this was a renewal for aircraft loading and parking.

**MOTION:**

Commissioner Dodge **MOVED** to approve the Special Use Permit to Everts Air Fuel, Inc. and Commissioner Minelga **SECONDED** the motion. There were no objections; **SO ORDERED**.

c. **Discussion/Recommendation** – Special Use Permit to Crowley Fuels, LLC

It was noted this was a renewal for aviation fueling.

**MOTION:**

Commissioner Minelga **MOVED** to approve the Special Use Permit to Crowley Fuels, LLC and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

d. **Discussion/Recommendation** – Special Use Permit to United Parcel Service Co.

It was noted this was a renewal for aircraft loading and parking.

**MOTION:**

Commissioner Zirul **MOVED** to approve the Special Use Permit to United Parcel Service Co. and Commissioner Bielefeld **SECONDED** the motion. There were no objections; **SO ORDERED**.

e. **Discussion/Recommendation** – Special Use Permit to Empire Airlines

It was noted this was a renewal for aircraft parking.

**MOTION:**

Commissioner Bielefeld **MOVED** to approve the Special Use Permit to Empire Airlines and Commissioner Dodge **SECONDED** the motion. There were no objections; **SO ORDERED**.

f. **Discussion/Recommendation** – Special Use Permit to Weaver Brothers, Inc.

It was noted Weaver Brothers was requesting additional parking space.

**MOTION:**

Commissioner Zirul **MOVED** to approve the Special Use Permit to Weaver Brothers, Inc. and Commissioner Leichliter **SECONDED** the motion. There were no objections; **SO ORDERED**.

- g. **Discussion/Recommendation** – Second Amendment to Restaurant Concession Agreement

It was noted the terms and conditions would remain the same.

**MOTION:**

Commissioner Zirul **MOVED** to recommend Council approve the Second Amendment to the Restaurant Concession Agreement with Situla LLC d/b/a Brother's Cafe and Commissioner Minelga **SECONDED** the motion. There were no objections; **SO ORDERED**.

- h. **Discussion/Recommendation** – Resolution 2020-31 Conversion of Lease with State of Alaska, Division of Forestry

**MOTION:**

Commissioner Zirul **MOVED** to recommend Council approve a lease conversion with the State of Alaska Department of Natural Resources, Division of Forestry and Commissioner Leichliter **SECONDED** the motion. There were no objections; **SO ORDERED**.

- i. **Discussion/Recommendation** – FY2021-2025 Capital Improvement Plan

The Commission discussed the proposed FY2021-2025 Capital Improvement Plan.

**MOTION:**

Commissioner Bielefeld **MOVED** to recommend Council approve the FY2021-2025 Capital Improvement plan as presented and Commissioner Leichliter **SECONDED** the motion. There were no objections; **SO ORDERED**.

**7. REPORTS**

- a. **Airport Manager** – Bondurant reported on the following:
  - Provided an update of the Kenai Municipal Airport project and the Fire Training Facility Project;
  - Grant Aviation was keeping up with the public demand of traveling;
  - Working logistics for new sand storage building, hoping for completion in FY20;
  - The Airport Administration Offices were still closed to the public while Brother's Café and the Upper Deck Bar were now open; and
  - The 20<sup>th</sup> Annual Kenai Peninsula Air Fair was canceled due to the pandemic.
- b. **City Council Liaison** – Navarre reported on the May 6 City Council meeting actions; adding that returning to in-person meetings would be discussed at the next Council meeting.

**8. NEXT MEETING ATTENDANCE NOTIFICATION – June 11, 2020**

**9. COMMISSIONER COMMENTS AND QUESTIONS**

Commission Zirul noted Grant Aviation should enforce that all passengers wear face masks.

**10. ADDITIONAL PUBLIC COMMENT – None.**

**11. INFORMATION ITEMS**

- a. April 2020 Mid-Month Report
- b. Ordinance No. 3123-2020 CARES Act Grant
- c. Senator Micciche letter – Willie F. Card Nomination for Kenai Tower
- d. U.S. DOT Letter of April 30, 2020 – DBE and ACDBE Program Monitoring During COVID-19 Public Health Emergency Guidance
- e. April 2020 Enplanement Report

**12. ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 7:10 p.m.

Meeting summary prepared and submitted by:

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Jacquelyn LaPlante  
Deputy City Clerk



*“Serving the Greater Kenai Peninsula”*

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611  
TELEPHONE 907-283-8281

FAX 907-283-3737

# Memo

**To:** Airport Commission  
**Through:** Mary Bondurant - Airport Manager  
**From:** Erica Brincefield – Assistant  
**Date:** June 4, 2020  
**Subject:** Airport Janitorial Services

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On May 6, 2020 the City of Kenai advertised for Janitorial Services at the Kenai Municipal Airport Terminal Building. The bids are due on June 5, 2020 at 10:00am. A resolution to award will be provided to Airport Commission at the June 11, 2020 meeting.

Attached is the draft Agreement for Janitorial Services which shall be effective July 1, 2020.

Attachment

## AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and \_\_\_\_\_ (Contractor), of \_\_\_\_\_.

WHEREAS, Owner desires to contract for janitorial and maintenance services for the Kenai Municipal Airport Terminal Building (Facility); and,

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on July 1, 2020, and end on June 30, 2021.

2. **Extension.** This Agreement may be extended for four successive one-year terms by mutual written consent of Owner and Contractor.

3. **Facility and Services.**

A. Contractor shall provide the services described in Specifications attached hereto as Exhibit A and incorporated herein by reference.

B. Services are for a facility that is approximately 25,000 square feet. (These figures are for reference only and are not binding upon Owner.) In the event the Facility undergoes remodel during the contract period, square footage may be deleted from the contract, with limited or no services (if the facility is closed), for up to 120 days. The City



reserves the right to add or delete portions of the building as required by City operations, in which case an equitable adjustment will be made with the contractor, based on cost per square foot, prior to commencement or deletion of work.

4. **Payment.** In exchange for performance of janitorial services provided hereunder, Owner shall pay Contractor for services rendered at the rate of \$ \_\_\_\_\_ per MONTH. If portions of the building are added or deleted by Owner under the provisions of the Specifications, the payment will be adjusted in accordance with the change in square footage.

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

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

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before July 1, 2020. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such

representative shall, in turn, be available at all reasonable times to report and confer with the Owner with respect to the services. Contractor must provide Owner with a telephone and/or an answering service number through which Owner can contact the designated representative 24 hours per day. Should the designated representative be away from the City of Kenai or be otherwise unable to respond to Owner, Contractor shall designate a new or temporary representative who shall be empowered to act for Contractor and provide Owner with this contact information.

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

**7. Contractor's Personnel Payment and Supervision.**

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

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

in strict conformity with the best practices and highest applicable standards.

C. It is the Contractor's duty to train its employees in order to provide the services required. Contractor will furnish the Administrator a list of the names, addresses and telephone numbers of Contractor's employees working under this Agreement and shall provide Owner with updates of this list as information changes.

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

#### **8. Insurance.**

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

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

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

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

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

- B. All insurance required by this paragraph 8 shall meet the following requirements:
- i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,
  - ii. for worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy; and,
  - iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
  - iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Contractor must submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the effective date of this Agreement.

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

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

**9. Indemnity, Defend, and Hold Harmless Agreement.** Contractor shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from

claim, loss, damage, liability or expense arising out of or related to any act or omission of Contractor or Contractor's employees, agents, or invitees arising out of Contractor's performance of services under this Agreement, except to the extent any negligence of Owner or its employees, agents, or invitees is a proximate cause of any injury or damage. If a third party asserts a claim against Contractor and Owner, Contractor and Owner shall seek in good faith to achieve agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

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

**11. Termination.**

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

In the event of any termination, Contractor will be paid for all services properly

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

B. Termination Without Cause. Owner retains the exclusive right to cancel, stop, or re-schedule any or all services associated with this Agreement upon thirty (30) days' written notice to Contractor. Owner reserves the right to terminate this Agreement for reasons of convenience or if the services are no longer needed with the same termination conditions stated in subsection (A) immediately above except the fifteen (15) day cure period stated above.

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

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

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

**14. Visitors.** Contractor may not permit there to be children, friends, or other unauthorized persons at the Facility while the services are being performed by Contractor.

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

**16. No Discrimination.** Contractor shall ensure that Contractor and Contractor's agents and personnel, including any officer or employee, and anyone else acting by, on behalf of, or under the authority of Contract on the Airport and, on the Premises, does not discriminate on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. Contractor recognizes that the right of state to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law. This agreement is

subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

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

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



affirmative action plan or steps required by 14 CFR 152.409. Contractor shall obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from the City.

B. Compliance with Regulations: Concessionaire will comply with Title VI List of Pertinent Nondiscrimination Statutes and Authorities, attached as Attachment A, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract

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

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

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

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

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

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

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

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**23. Authority.** By signing this Agreement Contractor represents that it has read this Agreement and it agrees to be bound by the terms and conditions herein and that the

person signing this Agreement is duly authorized by the organization to bind the organization hereunder.

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

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

**CITY OF KENAI**

By: \_\_\_\_\_  
Paul Ostrander  
City Manager

**NAME OF CONTRACTOR**

By: \_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX  
Owner

STATE OF ALASKA            )  
                                          )ss  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Paul Ostrander, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**CORPORATION CONTRACTOR NOTARY:**

STATE OF ALASKA            )  
                                          )ss  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, an Alaskan Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott Bloom  
City Attorney



# KENAI

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

## MEMORANDUM

**TO:** Airport Manager Mary Bondurant and Kenai Airport Commission  
**FROM:** Elizabeth Appleby, City Planner  
**DATE:** June 4, 2020  
**SUBJECT:** Recommendation for Four-Year Lease Renewal for Lot 4, Bl. 1, FBO

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CPD Alaska, LLC (Crowley), submitted an application to the City requesting a renewal of their Lease of Airport Reserve Lands for the property described as Lot 4, Block 1, F.B.O. Subdivision. The property is located at 411 North Willow Street, Kenai, AK 99611, and the Kenai Peninsula Borough parcel number is 04336018. Pursuant to Kenai Municipal Code 21.10.075 – Leasing and Acquisition of Airport Reserve Lands, Competing Applications, the City posted notice of the lease application on May 28, 2020 and will accept competing lease applications for the parcel for 30 days (through June 26, 2020).

Pursuant to the term table in Kenai Municipal Code (KMC) 21.10.080(b) and a professional estimate of the remaining useful life of the principal improvements on the property meeting requirements of a lease renewal of an expiring lease in KMC 21.10.070(d)(2), the applicant qualifies for a lease term of four years. The applicant had initially requested a lease term of 45 years to reflect expected investment in 2024. Municipal Code requires improvements be completed within two years of the signing of the lease, or up to a maximum time period of three years with approval for good cause. Since the expected investment is four years away and the remaining useful life of one of the principal improvements on the property is estimated to be four years, the lessee agreed to request a lease term of four years with plans to request a 45 year extension once timing is such that additional investment can be taken into account in the term table.

This renewal will convert the lessee to the City's new standard lease form. The uses allowed on the current lease would remain the same; the uses are the following: fuel storage and aircraft service. The applicant is current on rent payments and obligations to the City.

The parcel is within the Airport Light Industrial (ALI) Zone. The proposed uses meets the intent of the ALI Zone and aligns with the City's 2016 Imagine Kenai 2030 Comprehensive Plan. The Planning and Zoning Commission will review the application during their meeting on June 24, 2020.

**Does the Airport Commission recommend a four-year renewal of the lease of Airport Reserve lands at Lot 4, Block 1, F.B.O Subdivision to CPD Alaska, LLC?** The City Council will be notified of the Airport Commission's recommendation along with the Planning & Zoning

Commission's recommendation as part of their evaluation of the lease assignment application. The Airport Commission makes their decisions on lease applications based on the proposed development's compliance with the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations.

Thank you for your consideration.

#### ATTACHMENTS

1. Aerial Map
2. Lease Renewal Application





**Lease Renewal Application  
Parcel 04336018  
411 North Willow Street  
Lot 4, Block 1, F.B.O. Subdivision**



**LEGEND**

Parcel 04336018

0 15 30 Feet

Date: May 2020

**N WILLOW ST**



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



### City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Renewal
Application Date:	4/29/20

#### Applicant Information

Name of Applicant:	Crowley Fuels LLC aka CPD Alaska LLC				
Mailing Address:	201 Arctic Slope Ave	City:	Anchorage	State:	AK
		Zip Code:	99518		
Phone Number(s):	Home Phone:	Work/ Message Phone: 907-777-5510			
E-mail: (Optional)	jenny.silva@crowley.com				
Name to Appear on Lease:	Crowley Fuels LLC				
Mailing Address:	same	City:		State:	
		Zip Code:			
Phone Number(s):	Home Phone:	Work/ Message Phone:			
E-mail: (Optional)					
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other				

#### Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	
Lot 4 Block 1 FBO Subdivision, approx. 39,200 sf	
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials <u>N/A</u>
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials <u>N/A</u>
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials <u>N/A</u>
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
1. Legal or brief description of property leased:	
Lease 2081.01 Lot 3A1 FBO Subdivision, approx 26,375 sf	
Lease 2083.01 Special Use Permit on airport apron, approx. 35,000 sf	
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years):	45 years - amended by 45s
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years):	N/A
Requested Starting Date:	July 1, 2020



**Proposed Use and Improvements**

Proposed Use (check one):  Aeronautical     Non-Aeronautical

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

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

2. What is the proposed use of the improvement?    *Aviation Cardlock - Self Serve*

3. What is the estimated value of the improvement?    *\$ 500K+*

4. What is the nature and type of improvement?    *Full replacement of the self-service Aviation cardlock*

5. What are the dates construction is estimated to commence and be completed?  
(generally, construction must be completed within two years)  
Estimated Start Date: *May 2024*    Estimated Completion Date: *September 2024*

Describe the proposed business or activity intended: *Land holds our fuel storage facilities that support our aviation fueling services, as well as bulk fuel distribution to the City and broader surrounding area.*

How does the proposed lease support a thriving business, residential, recreational, or cultural community? *It serves as Crowley's base fuel storage facility on the Kenai Peninsula. It facilitates commercial and recreational aviation fueling and supports commercial and residential bulk fuel deliveries.*

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

**Lease Renewal Only**

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

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

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

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

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

Requested Term for Renewal Based on Term Table, not to exceed 45 Years:    *45 years - amended to 4 yrs.*

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

Signature:	<i>Jenny Silva</i>	Date:	<i>4/29/20</i>
Print Name:	<i>Jenny Silva</i>	Title:	<i>Manager, Contracts</i>

For City Use Only:	Date Application Fee Received:	
<input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Airport Reserve Land	Date Application Determined Complete:	<i>5/28/20</i>
<input checked="" type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	30-Day Notice Publication Date:	<i>5/31/20</i>
Account Number:	City Council Action/Resolution:	<i>7/1/20</i>



# KENAI

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

## MEMORANDUM

**TO:** Airport Manager Mary Bondurant and Kenai Airport Commission  
**FROM:** Elizabeth Appleby, City Planner  
**DATE:** June 4, 2020  
**SUBJECT:** Recommendation for Lease Assignment to Joel Caldwell

---

The City has received an application to assign the lease of Lot 3, Block 4, General Aviation Apron (GAA) from DeWayne Benton to Joel Caldwell. This parcel is within the Airport Reserve and is tied to the Airport Fund. The Kenai Peninsula Borough parcel number is 04324012 and the physical address is 170 Granite Point Court. The parcel is 0.48 acres (20,908 square feet) in size. Access is from Granite Point Court and Granite Point Street. The parcel also has taxiway access. A map of the parcel and the assignment application are attached to this memorandum.

The lease was assigned to DeWayne Benton in 2012. Previous leaseholders of the parcel include Russel Winger, John Imle, and Erik Barnes d/b/a Barnes Enterprises. The lease expires in 2022 and the initial lease dates back to 1973. The specified use of the lease is for aircraft storage and maintenance. The assignment will not change the use.

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

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

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

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

The Airport Land Use Plan was developed to identify the highest and best uses of Kenai Municipal Airport land. The Airport Land Use Plan discusses leasing land and enhancing

opportunities for local economic development. The proposed assignment would continue the aeronautical use of the parcel. Mr. Caldwell discussed some initial plans for maintaining or improving the property with the City.

**Does the Airport Commission recommend the assignment of the lease of Airport Reserve lands at Lot 3, Block 4, GAA from DeWayne Benton to Joel Caldwell?** The City Council will be notified of the Airport Commission's decision as part of their evaluation of the lease assignment application. The Airport Commission makes their decisions on lease applications based on the proposed development's compliance with the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations.

Thank you for your consideration.

#### ATTACHMENTS

1. Aerial Map
2. Lease Assignment Application





**Lease Assignment Application  
Parcel 04324012  
170 Granite Point Court  
Lot 3, Block 4, General Aviation Apron**



**LEGEND**

 Parcel 04324012

0 15 30 Feet

Date: May 2020



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



## City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Renewal
Application Date:	5/26/2020

### Applicant Information

Name of Applicant:	Joel Caldwell				
Mailing Address:	57265 Salty Circle	City:	Kenai	State:	AK Zip Code: 99611
Phone Number(s):	Home Phone: 907 252 4878	Work/ Message Phone: 907 283 4124			
E-mail: (Optional)	joel@kenaiaviation.com				
Name to Appear on Lease:	Joel Caldwell				
Mailing Address:		City:		State:	Zip Code:
Phone Number(s):	Home Phone:	Work/ Message Phone:			
E-mail: (Optional)					
Type of Applicant:	<input checked="" type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

### Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):	
Lot 3, Block 4, General Aviation Apron located at 170 Granite Point Court (parcel 04324012)	
Does the property require subdivision? (if Yes, answer next questions)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:	
1. Do you believe the proposed subdivision would serve other City purposes?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. If determined it does not, applicant is responsible for all subdivision costs.	Initials <u>jc</u>
If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant.	Initials <u>jc</u>
It is the responsibility of the applicant to cover recording costs associated with lease.	Initials <u>jc</u>
Do you have or have you ever had a Lease with the City? (if Yes, answer next question)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
1. Legal or brief description of property leased:	
Request a Lease with an Option to Purchase once development requirements are met?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): n/a	
Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years): n/a	
Requested Starting Date:	

**Proposed Use and Improvements**

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

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

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

2. What is the proposed use of the improvement?

3. What is the estimated value of the improvement?

4. What is the nature and type of improvement?

5. What are the dates construction is estimated to commence and be completed?

(generally, construction must be completed within two years)

Estimated Start Date:

Estimated Completion Date:

Describe the proposed business or activity intended: *(same as current lessee)*  
*Aircraft ~~service and parking~~ storage and maintenance*

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

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

*Joel Caldwell*

**Lease Renewal Only**

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

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

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

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

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

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

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

Signature:	<i>Joel A Caldwell</i>	Date:	<i>5/28/20</i>
Print Name:	<i>Joel A Caldwell</i>	Title:	

For City Use Only:	Date Application Fee Received:	<i>5/28/20</i>
<input type="checkbox"/> General Fund	Date Application Determined Complete:	<i>5/28/20</i>
<input checked="" type="checkbox"/> Airport Fund	30-Day Notice Publication Date:	<i>N/A</i>
Account Number:	City Council Action/Resolution:	<i>6117120</i>
<input checked="" type="checkbox"/> Airport Reserve Land		
<input type="checkbox"/> Outside Airport Reserve		



# KENAI

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

## MEMORANDUM

**TO:** Airport Manager Mary Bondurant and Kenai Airport Commission  
**FROM:** Elizabeth Appleby, City Planner  
**DATE:** June 4, 2020  
**SUBJECT:** Recommendation for Ten-Year Lease Renewal for Lot 1A, Bl. 1, GAA

---

Kenai Aviation Services, Inc. d/b/a Aviation Services (Applicant), submitted an application to the City requesting a 10-year extension to their Lease of Airport Reserve Lands for the property described as Lot 1A, Block 1, General Aviation Apron (GAA) Subdivision No. 6. The property is located at 330 Main Street Loop, Kenai, AK 99611, and the Kenai Peninsula Borough parcel number is 04324028. Pursuant to the term table in Kenai Municipal Code (KMC) 21.10.080(b) and a professional estimate of the value of existing improvements meeting requirements of a lease renewal of an expiring lease in KMC 21.10.070(d)(2), the applicant qualifies for a lease term of 10 years. Pursuant to Kenai Municipal Code 21.10.075 – Leasing and Acquisition of Airport Reserve Lands, Competing Applications, the City posted notice of the lease application and did not received a competing lease application for the parcel within 30 days.

The applicant currently subleases the parcel to United Parcel Service (UPS) and the applicant expects UPS to continue subleasing the parcel. The applicant has provided the City a copy of their sublease agreement with UPS. The uses allowed on the current lease would remain the same; the uses are the following: aircraft parking, aircraft sales & service, repair & maintenance, sale of petroleum products, aircraft parts, aircraft rental, charter flights, pilot training & air cargo service.

The applicant converted to the City's new standard lease form in 2019. Kenai Aviation Services, Inc. is current on rent payments and obligations to the City. The annual lease rate is set to be \$10,238.46 starting July 1, 2020 with approval of a lease renewal.

The parcel is within the Airport Light Industrial (ALI) Zone. The proposed uses meets the intent of the ALI Zone and aligns with the City's 2016 Imagine Kenai 2030 Comprehensive Plan. The Planning and Zoning Commission will review the application during their meeting on June 10, 2020.

**Does the Airport Commission recommend a ten-year renewal of the lease of Airport Reserve lands at Lot 1A, Block 1, General Aviation Apron No. 6 to Kenai Aviation Services, Inc. d/b/a Aviation Services?** The City Council will be notified of the Airport Commission's recommendation along with the Planning & Zoning Commission's recommendation as part of their evaluation of the lease assignment application. The Airport

Commission makes their decisions on lease applications based on the proposed development's compliance with the Airport Land Use Plan, Airport Layout Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program grant assurances, and Airport operations.

Thank you for your consideration.

#### ATTACHMENTS

1. Aerial Map
2. Lease Renewal Application







**Action-Approval - 10-Year Lease Extension**  
**Parcel 04324028**  
**330 Main Street Loop**  
**Lot 1A, Block 1, GAA Apron No. 6**



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



# City of Kenai Land Lease Application

Application for:	<input type="checkbox"/> New Lease
<input type="checkbox"/> Amendment	<input type="checkbox"/> Extension
<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Renewal
Application Date:	3/17/20

## Applicant Information

Name of Applicant:	BAXTER F. SNIDER				
Mailing Address:	799 E. LOEHR LN.	City:	MARTINSVILLE	State:	IN Zip Code: 46151
Phone Number(s):	Home Phone: 414 807 8192	Work/ Message Phone:	414 807 8192		
E-mail: (Optional)	nsac@att.net				
Name to Appear on Lease:	KENAI AVIATION SERVICES, INC.				
Mailing Address:	799 E. LOEHR LN.	City:	MARTINSVILLE	State:	IN Zip Code: 46151
Phone Number(s):	Home Phone: 414 807 8192	Work/ Message Phone:	414 807 8192		
E-mail: (Optional)	nsac@att.net				
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

## Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):  
 LOT 1A, BLOCK 1, GENERAL AVIATION APRON SUBDIVISION NO. 6 ACCORDING TO THE OFFICIAL PLAT THEREOF FILED UNDER PLAT NO. 2007-94, KENAI AIRPORT ALASKA

Does the property require subdivision? (if Yes, answer next questions)  YES  NO  
 Subdivision costs are the responsibility of the applicant unless the City Council determines a subdivision serves other City purposes:

1. Do you believe the proposed subdivision would serve other City purposes?  YES  NO  
 2. If determined it does not, applicant is responsible for all subdivision costs. Initials BFS

If an appraisal is required to determine the minimum price on the land, applicant is responsible for the deposit to cover costs associated with appraisal. If a sale is approved, the cost of the appraisal will be either refunded or credited to the applicant. Initials BFS

It is the responsibility of the applicant to cover recording costs associated with lease. Initials BFS

Do you have or have you ever had a Lease with the City? (if Yes, answer next question)  YES  NO  
 1. Legal or brief description of property leased: THIS PROPERTY

Request a Lease with an Option to Purchase once development requirements are met?  YES  NO

Requested term for Initial Lease or Renewal (based on Term Table, not to exceed 45 years): 10 YEARS

Requested term for Lease Extension (based on Term Table, not to exceed a total of 45 Years): \_\_\_\_\_

Requested Starting Date: AT TERMINATION OF CURRENT LEASE 30 JUN 2020





*“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

**Through:** Mary Bondurant – Airport Manager

**From:** Erica Brincefield - Assistant

**Date:** June 4, 2020

**Subject:** *Alaska Air Fuel, Inc. – Draft Special Use Permit*

Alaska Air Fuel, Inc. is requesting renewal of the special use permit for aircraft parking, 15,000 square feet. The special use permit will be effective for one year from July 1, 2020 to June 30, 2021.

The rate is based on the table below passed by City Council at the May 18, 2016 Council meeting.

<b>Apron Rate Increases to Arrive at Market in 6 years</b>	
Apron Lease Rate FY15 \$1.80s.f. x .08	\$ 0.144
FY2016	\$ 0.357
FY2017	\$ 0.528
FY2018	\$ 0.699
FY2019	\$ 0.870
FY2020	\$ 1.041
FY2021	\$ 1.210

The Airport has a valid certificate of insurance on file and Alaska Air Fuel, Inc. is current in all fees owed to the Airport.

***Does Commission recommend Council approve the draft Special Use Permit to Empire Airlines, Inc.?***

Attachment

## SPECIAL USE PERMIT – 2020

The CITY OF KENAI (City) grants to ALASKA AIR FUEL, INC. (Permittee), whose address is P.O. Box 360, Palmer, AK 99645, 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 15,000 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 1 year commencing on July 1, 2020 and ending on June 30, 2021. Regardless of the date of signature, this Permit shall be effective as of July 1, 2020.
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 of \$1,512.50 plus applicable sales tax.
  - 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 & 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 July 1, 2020. The effective date of the insurance shall be no later than July 1, 2020.

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

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

**11. Indemnity, Defend, and Hold Harmless Agreement.** Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City's staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Permittee in connection with or arising from or out of Permittee's activities on or use of the Premises, Permittee's access to the Kenai Municipal Airport, and/or Permittee's exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.



**12. Fuel Spill Prevention and Response Plan.** Areas of the Apron have been seal coated to protect asphalt from adverse effects of petroleum product spills. The City requires that Permittee provide adequate absorbent materials and tools available on the Premises and at the airport in order to maintain a fuel spill and response capability. Permittee shall be liable for any damage caused by and costs associated with any spill, the cleanup of any spill, or the discharge of petroleum products or hazardous materials due to Permittee's use of the Apron and/or use of the Airport.

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

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

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

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

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

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

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

**14. No Discrimination.** Permittee shall not discriminate against any person because of the person's race, creed, color national origin, sex, age, or handicap. Permittee recognizes the right of City to take any action necessary to enforce this requirement of the Permit. Permittee will furnish services provided under this Permit on a reasonable, and not unjustly discriminatory, basis to all users of the Airport and shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided at the Airport.

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

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

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

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

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

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

**21. Personalty.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City of Kenai

is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

**22. Termination; Default.** This Permit may be terminated by either party hereto by giving 30 days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than 30 days, to protect public health and safety or due to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

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

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

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



APPROVED AS TO FORM:

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Scott M. Bloom, City Attorney

DRAFT

Exhibit A

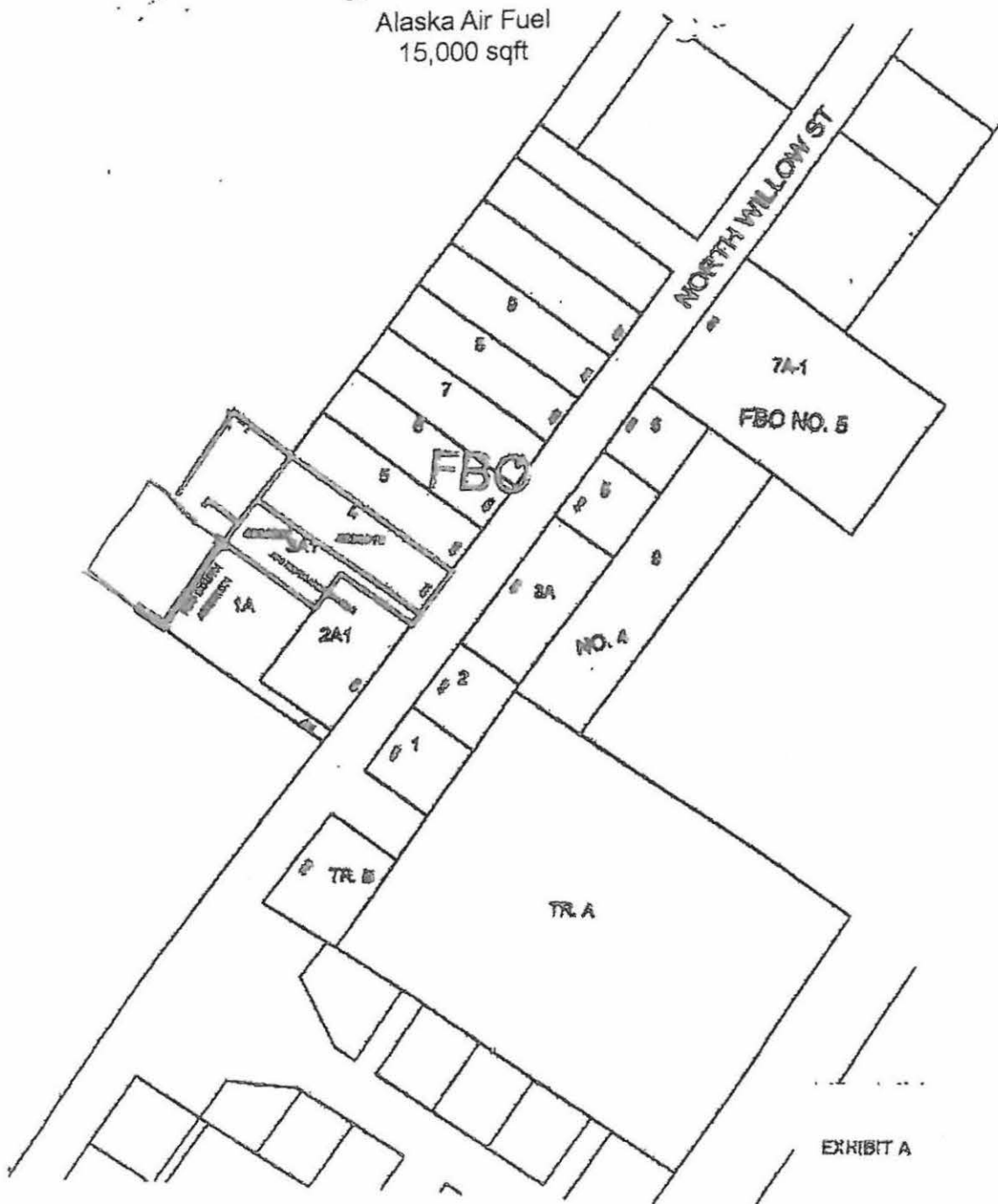


EXHIBIT A



## Kenai City Council - Regular Meeting

June 03, 2020 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

**\*Telephonic/Virtual Information on Page 4\***

[www.kenai.city](http://www.kenai.city)

### **Action Agenda**

#### **A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Consent Agenda (*Public comment limited to three (3) minutes) per speaker; thirty (30) minutes aggregated*)

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

#### **B. SCHEDULED PUBLIC COMMENTS**

*(Public comment limited to ten (10) minutes per speaker)*

#### **C. UNSCHEDULED PUBLIC COMMENTS**

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

#### **D. PUBLIC HEARINGS**

1. **UNANIMOUSLY POSTPONED TO 07/01/2020. Ordinance No. 3127-2020** - Repealing and Replacing Kenai Municipal Code Title 6 - Elections to Provide Clarity, Process Improvements, and Increase Voter Accessibility through Vote By Mail Elections. (Council Member Peterkin)
2. **UNANIMOUSLY POSTPONED TO 07/01/2020. Ordinance No. 3128-2020** - Amending Kenai Municipal Code Section 1.85.040 – Records Public, To Provide For A Record Retention Length. (City Clerk)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3129-2020** - Accepting and Appropriating Private Donations to the Kenai Animal Shelter for the Care of Animals. (Administration)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2020-34** - Authorizing the City Manager to Extend the Restaurant Concession Agreement in the Kenai Municipal Airport for One Year. (Administration)
5. **ADOPTED UNANIMOUSLY. Resolution No. 2020-35** - Approving the Fourth Amendment to the Airline Operating Agreement and Terminal Area Lease and Authorizing the City Enter Into Such Agreement with Grant Aviation, Inc. (Administration)

6. **ADOPTED UNANIMOUSLY. Resolution No. 2020-36** - Authorizing a Budget Transfer in the Airport Fund, Airfield Department for Costs in Excess of Budgeted Amounts. (Administration)
7. **ADOPTED AS AMENDED. Resolution No. 2020-37** - Supporting The Kenai Peninsula Borough Assembly Establishing The Resilience And Security Advisory Commission For The Kenai Peninsula Borough. (Vice Mayor Molloy)
8. **ADOPTED UNANIMOUSLY. Resolution No. 2020-38** - Authorizing the City Manager to Enter into an Agreement with the City of Soldotna to Provide Animal Shelter Services for the City of Soldotna at the Kenai Animal Shelter. (Administration)
9. **ADOPTED AS AMENDED. Resolution No. 2020-39** - Approving a Grant Disbursement Program for Small Businesses and Non-Profit Organizations Utilizing Funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. (Administration)
10. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2020-40** - Further Extending the Disaster Emergency Declaration for the City of Kenai Made on March 18, 2020 in Response to the COVID-19 Pandemic. (Administration)

**E. MINUTES**

1. **APPROVED BY THE CONSENT AGENDA.** \*Work Session Summary of May 18, 2020. (City Clerk)
2. **APPROVED BY THE CONSENT AGENDA.** \*Regular Meeting of May 20, 2020. (City Clerk)

**F. UNFINISHED BUSINESS**

**G. NEW BUSINESS**

1. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval - Bills to be Ratified. (Administration)
2. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval – Special Use Permit to Crowley Fuels, LLC for Aircraft Loading and Parking on the Apron. (Administration)
3. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval – Special Use Permit to Empire Airlines, Inc. for Aircraft Parking on the Apron. (Administration)
4. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval – Special Use Permit to Everts Air Fuel, Inc. for Aircraft Loading and Parking on the Apron. (Administration)
5. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval – Special Use Permit to United Parcel Service Company for Aircraft Loading and Parking on the Apron. (Administration)
6. **INTRODUCED BY THE CONSENT AGENDA / PUBLIC HEARING SET FOR 06/17/2020.** \*Ordinance No. 3131-2020 - Amending the Official Kenai Zoning Map by Rezoning a



Portion of S1/2 SE1/4 SW1/4 Lying North of K-Beach Road Excluding VIP Country Estates Subdivision Part 5 from Rural Residential (RR) to Limited Commercial (LC). (Administration)

7. **INTRODUCED BY THE CONSENT AGENDA / PUBLIC HEARING SET FOR 06/17/2020.**  
**\*Ordinance No. 3132-2020** - Increasing Estimated Revenues And Appropriations by \$454.84 in the General Fund – Police Department for Drug Investigation Overtime Expenditures. (Administration)
8. **INTRODUCED BY THE CONSENT AGENDA / PUBLIC HEARING SET FOR 06/17/2020.**  
**\*Ordinance No. 3133-2020** - Authorizing a Budget Transfer in the Airport Terminal Improvement Capital Project Fund and Appropriating FY2020 Budgeted Funds in the Airport Master Plan Capital Project, Airport Snow Removal Equipment and Airport Operations Facility Improvement Capital Project Funds for Heating, Ventilation and Air Conditioning (HVAC) Improvement to the Airport Operations Facility and Replacement of the Airport's Wide Area Mower. (Administration)
9. **INTRODUCED BY THE CONSENT AGENDA / PUBLIC HEARING SET FOR 06/17/2020.**  
**\*Ordinance No. 3134-2020** - Appropriating Funds in the Water & Sewer Improvement and Wastewater Treatment Facility Improvement Capital Project Funds for FY2021 Capital Improvement Plan Projects. (Administration)
10. **INTRODUCED BY THE CONSENT AGENDA / PUBLIC HEARING SET FOR 06/17/2020.**  
**\*Ordinance No. 3135-2020** - Appropriating FY2020 Budgeted Funds in the Kenai Multipurpose Facility Improvements Capital Project Fund for Installation of an Exhaust Fan and Corrosion Remediation. (Administration)
11. **AMENDMENTS UNANIMOUSLY APPROVED. Resolution No. 2020-26** - Amending its Comprehensive Schedule of Rates, Charges, and Fees to Incorporate Changes Included in the FY2021 Budget to Include Adjusting the Kenai Municipal Airport Apron Rental Rates, Airport Reserve Land Annual Lease Rates, and Adjusting the Monthly Rental Rates at Vintage Pointe. (Administration) [**Clerk's Note:** *This resolution was adopted at the 05/20/2020 meeting. It has been discovered that five of the new rates calculated for Vintage Pointe rents were incorrect. A motion to amend something previously adopted is in order and, as such appearance on this agenda serves as notice.*]

#### **H. COMMISSION / COMMITTEE REPORTS**

1. Council on Aging
2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Committee
7. Mini-Grant Steering Committee

#### **I. REPORT OF THE MAYOR**

#### **J. ADMINISTRATION REPORTS**

1. City Manager

2. City Attorney
3. City Clerk

**K. ADDITIONAL PUBLIC COMMENT**

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

**L. EXECUTIVE SESSION**

1. Discussion of the Facility Management Agreement for the Kenai Visitor and Cultural Center, pursuant to AS 44.32.310(c)(1)(3) a matter of which the immediate knowledge may have an adverse effect upon the finances of the City, and a matter by which law, municipal charter, or ordinance are required to be confidential.

**M. PENDING ITEMS**

1. **Ordinance No. 3117-2020** - Appropriating Funds in the Airport Fund, Accepting a Grant From the Federal Aviation Administration and Appropriating Funds in the Airport Equipment Capital Project Fund for the Purchase of Snow Removal Equipment (SRE) – Loader with Attachments. (Administration) [**Clerk's Note:** *At the May 20 Meeting, this item was Postponed to the June 17 Council Meeting. A Motion to Enact is On the Floor.*]
2. **Resolution No. 2020-30** - Recommending the Kenai Peninsula Borough Assembly Enact Ordinance 2020-24 which would Provide for Vote by Mail Elections, More Time Between a Regular Election and Run-Off Election and Removal of Proposition Statements. (Council Member Peterkin) [**Clerk's Note:** *At the May 20 Meeting, this item was Postponed to the June 17 Council Meeting. A Motion to Adopt is On the Floor.*]

**N. ADJOURNMENT**

**O. INFORMATION ITEMS**

1. Purchase Orders Between \$2,500 and \$15,000.

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

**Join Zoom Meeting**

<https://us02web.zoom.us/j/81429001838>

**Meeting ID:** 814 2900 1838 **Password:** 402645

OR

**Dial in by your Location:** (253) 215-8782 or (301) 715-8592

**Meeting ID:** 814 2900 1838 **Password:** 402645



# KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | [www.kenai.city](http://www.kenai.city)

## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Mary Bondurant, Airport Manager  
**DATE:** May 8, 2020  
**SUBJECT:** May Mid-month Report

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2018 Terminal Rehabilitation Project – Construction: The project is in the final stages of completion; waiting on signage and seating.

2019 Alaska Fire Training Facility Rehabilitation & Acquire Aircraft Rescue and Firefighting Trucks (ARFF) – Training equipment portion and building rehabilitation is complete. The two ARFF vehicles are on-order with OSHKOSH.

2020 Acquire SRE (Loader) – The advertising of the Invitation to Bid for a loader with attachments was put on-hold until the FAA completes review of the Invitation to Bid.

2020 Sand/SRE Storage Building – Ordinance No. 3116-2020 (Substitute) appropriated funds to HDL Engineering for the design of this building. Design is 35% complete.

2020 Land Acquisition – The City is programming to purchase two parcels of land in the Runway Protection Zone (RPZ).

### In-house Activities:

Airport Administration – The office remains closed. The Airport Manager and the Administrative Assistant are in the office. If you need assistance please send an email to [mbondurant@kenai.city](mailto:mbondurant@kenai.city) or call 907.283.7951.

The terminal building has been reopened from Friday night at 12 midnight until 3:00am on Sundays. Brothers Café reopened on May 4<sup>th</sup>, with hours from 8:00am to 8:00pm and the Upper Deck lounge reopened on May 8, 2020.

The janitorial contract expires June 30, 2020 and the contract is currently being advertised.

JBER COVID FLYOVER - Look to the skies on Friday, May 15, 2020 for a military flyover in appreciation of all healthcare workers, first responders and other essential personnel on the front lines against COVID-19. Currently scheduled for late morning/early afternoon, detailed flight routes and times will be released the day before.

Runway Safety Action Team Meeting – This annual meeting is scheduled for May 19, 2020 via ZOOM teleconferencing at 2:00pm. Runway incursions remain a serious concern nationally and this meeting reinforces our ongoing efforts to improve surface safety at the Kenai Airport. If you need any information to attend this meeting, please contact Ron Lapp at [Ronald.CTR.Lapp@faa.gov](mailto:Ronald.CTR.Lapp@faa.gov).

June 13, 2020 – 20<sup>th</sup> Annual Kenai Peninsula Air Fair, Saturday! This event has been cancelled due to the CORVID-19 virus.

RAVN Shutdown – There has been no changes or movement with the RAVN shut down. Grant continues to fly a limited schedule six-days a week.





## FLOAT PLANE BASIN ACTIVITY 2016-2020

### OPERATIONS

Month	2020	2019	2018	2017	2016
MAY	21	64	39	23	44
JUNE		123	139	106	85
JULY		166	261	144	151
AUGUST		172	164	103	191
SEPTEMBER		132	156	107	115
OCTOBER		37	47	6	CLSD
<b>Total</b>	<b>21</b>	<b>694</b>	<b>806</b>	<b>489</b>	<b>586</b>

0 not reported

### FUEL SALES

Month	2020	2019	2018	2017	2016
MAY	\$1,422	\$1,685	\$134	\$784	\$1,175
JUNE		\$5,870	\$3,203	\$3,423	\$1,656
JULY		\$9,030	\$3,635	\$3,420	\$3,036
AUGUST		\$7,146	\$5,890	\$4,325	\$3,647
SEPTEMBER		\$5,906	\$5,590	\$4,901	\$3,830
OCTOBER		\$1,752	\$1,060	\$583	CLSD
<b>Total</b>	<b>\$1,422</b>	<b>\$31,389</b>	<b>\$19,512</b>	<b>\$17,436</b>	<b>\$13,344</b>

**Slips Rented**

Private	0
Commerical	0

Rev 5/2019