

**KENAI AIRPORT COMMISSION  
REGULAR MEETING  
FEBRUARY 11, 2021 – 6:00 P.M.  
KENAI CITY COUNCIL CHAMBERS  
210 FIDALGO AVE., KENAI, AK 99611  
\*Telephonic/Virtual Information Page 2\*  
<http://www.kenai.city>**

**1. CALL TO ORDER**

- a. Pledge of Allegiance
- b. Roll Call
- c. Agenda Approval

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

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

**4. APPROVAL OF MEETING SUMMARY**

- a. January 14, 2021 .....Pg. 3

**5. UNFINISHED BUSINESS**

- a. **Discussion** – Airport FY2020-FY2025 Capital Improvement Program.....Pg. 7
- b. **Discussion** – Update Terminal Landscaping Design.....Pg. 10
- c. **Discussion** – Update on Float Plane Basin Upgrades.....Pg. 15
- d. **Discussion/Recommendation** – Airport Conference Room Use/Agreement.....Pg. 16

**6. NEW BUSINESS**

- a. **Discussion/Recommendation** – To Award Airport Security Guard Services....Pg. 22
- b. **Discussion/Recommendation** – Special Use Permit to DNR/Forestry for Aircraft Loading and Parking.....Pg. 40

**7. REPORTS**

- a. Airport Manager
- b. City Council Liaison.....Pg. 51

**8. NEXT MEETING ATTENDANCE NOTIFICATION – March 11, 2021**

**9. COMMISSIONER COMMENTS AND QUESTIONS**

**10. ADDITIONAL PUBLIC COMMENT**

**11. INFORMATION ITEMS**

a. January 2021 Mid-month Report.....Pg. 59  
b. December 2020 Enplanements.....Pg. 60  
c. January 25, 2021 Fact Sheet Alaska Aviation Plan.....Pg. 61  
d. Security Directive 1542-21-01 Face mask Requirements.....Pg. 63  
e. FAQs for Post Security Directive (SD)/Emergency Amendment (EA) Mask  
Implementation.....Pg. 68  
f. Ordinance No. 3181-2021 Lease Extension to Kenai Aviation Operations,  
LLC.....Pg. 70

12. **ADJOURNMENT**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/88349466331>

**Meeting ID:** 883 4946 6331 **Password:** 275502

OR

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

**Meeting ID:** 883 4946 6331 **Password:** 275502

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

**KENAI AIRPORT COMMISSION  
REGULAR MEETING  
JANUARY 14, 2021 – 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, K. Dodge, D. Leichliter, J. Bielefeld, P. Minelga,  
D. Pitts, J. Zirul,

Commissioners Absent:

Staff/Council Liaison Present: Airport Manager M. Bondurant, Council Liaison H.  
Knackstedt, Deputy City Clerk M. Thibodeau

A quorum was present.

**c. Elections of Chair and Vice-Chair**

Commissioner Bielefeld **MOVED** to maintain the Chair and Vice Chair status quo; Commissioner Pitts **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

**VOTE:** There being no objections, **SO ORDERED.**

**d. Agenda Approval**

**MOTION:**

Vice Chair Dodge **MOVED** to approve the agenda and Commissioner Pitts **SECONDED** the motion. There were no objections; **SO ORDERED.**

**2. SCHEDULED PUBLIC COMMENT**

**a. Ron Lapp – Tower Manager: Proposed Changes to Tower Staffing**

Kenai Tower manager Ron Lapp discussed standardized operating hours for the tower. He feels it would be a positive change, and they have full support from their company. Mr. Lapp reported having a difficult time keeping controllers, and they are currently operating at 60% staff.

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

**4. APPROVAL OF MEETING SUMMARY**

a. September 10, 2020

**MOTION:**

Commissioner Minelga **MOVED** to approve the meeting summary of September 10, 2020 and Commissioner Dodge **SECONDED** the motion. There were no objections; **SO ORDERED**.

b. December 10, 2020

**MOTION:**

Commissioner Bielefeld **MOVED** to approve the meeting summary of December 10, 2020 and Commissioner Pitts **SECONDED** the motion. There were no objections; **SO ORDERED**.

**5. UNFINISHED BUSINESS**

a. **Discussion/Recommendation** – Updated Airport Goals & Objectives FY21-22

Airport Manager Bondurant provided an overview of FY22 goals and objectives, asking Commissioners if they have any further recommendations to be included.

Airport Manager Bondurant was thanked for including the practice runway at the gravel strip for consideration.

**MOTION:**

Commissioner Minelga **MOVED** to recommend the goals and objectives as presented for July 1, 2021 through June 30, 2022, and Commissioner Leichliter **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

**VOTE:** There being no objections, **SO ORDERED**.

**MOTION:**

Commissioner Minelga **MOVED** to accept the goals and objectives as presented for July 1, 2020 through June 30, 2021, and Commissioner Leichliter **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

**VOTE:** There being no objections, **SO ORDERED**.

b. **Discussion/Recommendation** – Conference Room Use/Request/Agreement

Information was provided on charges for conference/meeting space from local businesses. Airport Manager Bondurant confirmed we have not found costs for weekly rates. A conference room agreement will be included in the February commission packet.

It was noted that more establishments had been contacted, but information on weekly rates has not yet been gathered. Discussion also included the frosting on the conference room windows,

and it was confirmed that work is being done to finalize design on doors & windows.

[Clerk's Note: Commissioner Zirul joined the meeting at 6:24 p.m.]

## 6. **NEW BUSINESS**

### a. **Discussion** – Changes to Kenai's ATCT Hours

It was clarified that this topic had been discussed earlier in the meeting, during Scheduled Public Comment.

#### **MOTION:**

Commissioner Bielefeld **MOVED** to accept changes to stabilize ATC operating hours, and Commissioner Pitts **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

**VOTE:** There being no objections, **SO ORDERED.**

### b. **Discussion** – Terminal Landscaping Options

Parks and Recreation Director Bob Frates presented different designs for terminal landscape, and noted that he would like to see the mural back at the airport, not attached to siding. Landscape design #3 received the most support from the commission, and discussion of this option included how having birch trees might result in leaves being blown into the terminal during autumn. It was also noted that landscaping improvement should be added to Airport triangle in FY22 goals and objectives.

### c. **Discussion/Recommendation** – Kenai La Belle Mural

Airport Manager Bondurant looked to commissioners for recommendations on a location of the mural, and whether it should go back to the airport or find another location.

#### **MOTION:**

Commissioner Bielefeld **MOVED** to keep mural and Airport and work to incorporate it with the landscaping, and Commissioner Minelga **SECONDED** the motion. There were no objections; **SO ORDERED.**

### d. **Discussion/Recommendation** – Airport FY21/FY22 Capital Improvement Program

Airport Manager Bondurant discussed and provided updates on FY2022 Capital Improvement Program.

### e. **Discussion** – Information/Directional Signs at Float Plane Basin

Discussion was a follow-up from previous meeting on December 10<sup>th</sup>, 2020. Parks and Recreation Director Frates provided trail/park maps. The commission was asked about what direction to take with the map, and suggestions included focusing on services/facilities available; highlighting airport restaurant; using a QR code that can be scanned to download map to mobile devices; and a bike rental station.

## 7. REPORTS

- a. **Airport Manager** – Bondurant reported on the following:
  - FY22 Budget due to Administration by February 5, 2021;
  - Possible CRSSA funds for COVID-19 relief. Manager contacted FAA, and found there was not a lot of information available yet and the FAA will keep Kenai informed. Looks like funds have been allocated for Airports, but nothing official has been reported.
- b. **City Council Liaison** – Council Member Knackstedt reported on the actions of the December 16, 2020 and January 6, 2021 City Council meetings.

## 8. NEXT MEETING ATTENDANCE NOTIFICATION – February 11, 2021

## 9. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Leichliter reported selling a couple hangars, and commented that more people are moving to the area.

Commissioner Bielefeld noted he was glad to be back meeting with the Commission in person.

## 10. ADDITIONAL PUBLIC COMMENT – None.

## 11. INFORMATION ITEMS

- a. December 2020 Mid-Month Report
- b. November 2020 Enplanements
- c. Guide to Creating a Practice Runway
- d. FAA – COVID-19 Vaccine Transport Considerations for Airport Operators

## 12. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 7:35 p.m.

Meeting summary prepared and submitted by:

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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

**From:** Mary Bondurant – Airport Manager

**Date:** February 4, 2021

**Subject:** Airport FY2020-2025 Capital Improvement Program

On December 2, 2020, the FAA requested our Fiscal Year 2022 through FY 2024 Airports Capital Improvement Plan (ACIP) by February 1, 2021. The ACIP is their needs-based and financially constrained plan for funding development over a rolling 3-year period.

The FAA then reviews the airport sponsors' CIP annually to assess whether the projects meet the criteria for inclusion in the ACIP. All projects proposed for AIP funding are required to be included in the ACIP to be considered for funding. A project in the ACIP must meet the same 3-part criteria for inclusion in the National Plan of Integrated Airports System (NPIAS) and described in the AIP handbook:

1. Eligible
2. Justified
3. Reasonable

City Administration met on January 27, 2021 to discuss and prioritize the airport projects. Attached is the Airport's FY2020-2025 plan that was submitted to the FAA.

The City will meet with FAA officials to discuss the program and the final program will be in the FY22 annual budget documents.

Please contact me if you have any questions.

## Mary Bondurant

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**From:** Mary Bondurant  
**Sent:** Thursday, January 28, 2021 12:12 PM  
**To:** Linquist, Jonathan (FAA) (jonathan.linquist@faa.gov); krisjon.tabisola@faa.gov  
**Subject:** Kenai ACIP - FY21-FY25  
**Attachments:** Copy of 9.2020 CIP 2020-2025.xlsx

Jonathan/KJ – Attached is Kenai’s proposed ACIP as requested for the next five years for review and comment.

Paul Ostrander, Terry Eubank, Scott Curtin and myself met yesterday and updated the program based on priorities and some special grant conditions related to airfield marking and crack sealing. We considered:

1. Rapid deterioration of asphalt on 2L-20R (decision document due Spring 2021) (scheduled for overlay in master plan 2026)
2. Airfield marking is only AIP eligible at a 3 year period (unless related to a AIP eligible project). (Airfield Marking Project 2019)
3. Crack sealing – not eligible within 5 years of a substantial type pavement rehabilitation (Crack sealing project 2019)

The projects at the bottom of the list are included in the master plan and we ranked on priority.

At your earliest convenience, we would like to set up a meeting, as we have in past years, to discuss the best approach to the program. Our annual meetings in Anchorage have proven very beneficial and productive and the City would like to meet again this year, probably via ZOOM.

The City is in our budget preparation now for FY22 and would like to include a five year program that is also supported by the FAA. Thank you and look forward to hearing from you. If you have any questions, please contact me.

(Please also invite Kristi, Brad, Rodney, and Jack)



CAPITAL IMPROVEMENT PLAN

PROJECT LIST

Airport:	KENAI MUNICIPAL AIRPORT				
Sponsor Contact:	Mary Bondurant	Phone:	907.283.7951	Date Submit:	February 1, 2021
Consultant Contact:	HDL	Phone:	907.907.564.2104		

PROJECT DESCRIPTION & COSTS

Proposed Calendar Year to Begin Project	Project Description  FAA CIP Program Calendar Year runs October 1 to September 30	Project Identified in ALP/MP	ESTIMATED Total Cost of Project	Grant Offer Y/N	Final Cost of Project	Cost Allocation (\$)			
						Federal Share	Sponsor Share	Other Share	Non-AIP Eligible
FY20	Acquire SRE (Loader with attachments)	Y	\$250,000	Y	\$270,000	\$266,100		CARES	\$3,900
FY20	RPZ Land Acquisition	Y	\$50,000	Y	\$26,299	\$26,299		CARES	
FY20	Design & Construct Sand/SRE Building - Phase 1	Y	\$2,835,263	Y	\$2,835,263	\$1,954,101		CARES	
FY21	Airfield Drainage Improvements (EA, Design, Construction)	Y	\$300,000						
FY21	Runway 2L/20R Runway Rehabilitation Project Assessment	Y	\$255,000				\$255,000		
FY21	Construction Sand/SRE Building - Phase 2	Y	\$881,162	Y	\$881,162				
FY22	Airfield Marking (EA, Design, Construction)	Y	\$500,000						
FY22	Acquire SRE (replace 1993 snowblower)	Y	\$800,000						
FY23	Runway 2L/20R & Tawway A, C, K, L (EA & Design)	Y	\$1,500,000						
FY24	Runway 2L/20R (Rehabilitation/Reconstruction)	Y	\$17,000,000						
FY25	Taxiways A, C, K, L (Rehabilitation/Reconstruction)	Y	\$3,500,000						
FY25	Aircraft Rescue & Firefighting Vehicle (15 year MUL)	Y	\$1,000,000						
<b>Priority</b>									
1	Apron & Willow Street Extensions (EA & Design)	Y	\$100,000						
1	Apron & Willow Street Extensions (Construction)	Y	\$2,243,000						
2	Terminal Road & Parking Lot Improvements (EA & Design)	Y	\$50,000						
2	Terminal Road & Parking Lot Improvements (Construction)	Y	\$1,700,000						
3	Float Plane Basin Phase 1-includes Access Control & Fencing	Y	\$3,100,000						



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305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611  
TELEPHONE 907-283-7951  
FAX 907-283-3737

## MEMO

**To:** Airport Commission

**From:** Mary Bondurant – Airport Manager 

**Date:** February 4, 2021

**Subject:** *Update: Terminal Landscaping Options*

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To assist with the design options for the terminal landscaping, attached is a picture showing the mural mounted off the outside wall and costs associated with the project for review and comment.

I have also found out recently that a new sprinkler system will need to be installed prior to the landscaping.

Please call me if you have any questions.

Attachments

Cost Item	Unit	Qty	Unit Price	Sub-Total
Swedish Columner Aspen (1.25" cal.)	EA	6	\$ 145.00	\$ 870.00
Co. Blue Spruce (Fat Albert)	EA	2	\$ 250.00	\$ 500.00
Potentilla - Yellow	EA	15	\$ 35.00	\$ 525.00
Peking Cotoneaster	EA	21	\$ 35.00	\$ 735.00
Dwarf Korean Lilac	EA	1	\$ 125.00	\$ 125.00
Landscape Edging	LF	120	\$ 1.35	\$ 162.00
Landscape Mulch	CF	55	\$ 3.50	\$ 192.50
8-32-16 Fertilizer	EA	1	\$ 40.00	\$ 40.00
Topsoil	YD	10	\$ 35.00	\$ 350.00
			<b>Total</b>	<b>\$ 3,499.50</b>



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- A – Co. Blue Spruce (Fat Albert – 15’ height up to 40’; 7-10’ wide)
- B – Swedish Aspen (40’ height, width 10’; narrow/columnar growth habit and fast growing)
- C – Peking Cotoneaster (small white flowers in spring; red to orange fall foliage)
- D – Yellow Potentilla (2’ - 4’ height, width 3’ to 5’; small yellow flowers lasting all summer)
- E – Minuet Lilac (6’ - 8’ height, width 6’-8’; purple flowers are highly fragrant)

**Option C (Summer)**



- A – Co. Blue Spruce (Fat Albert - 15’ height and taller in ideal environments, width 10’; silvery blue foliage and strong pyramidal form; slow grower)
- B – Dakota Pinnacle Birch (35’ height, width 12’; columnar growth habit and yellow fall foliage)
- C – Peking Cotoneaster (prune for desired shape and height; insignificant white flowers in summer and yellow to red fall foliage)
- D – Yellow Potentilla (2’ – 4’ height, width 3’ to 5’; small yellow flowers lasting all summer)
- E – Minuet Lilac (6’-8’ height, width 6’-8’; purple flowers are highly fragrant)

**Option C (Winter)**



*"Greater Kenai Peninsula"*

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TELEPHONE 907-283-7951  
FAX 907-283-3737

## MEMO

**To:** Airport Commission  
**From:** Mary Bondurant – Airport Manager  
**Date:** February 4, 2021

**Subject:** *Update: Upgrades to Float Plane Basin Camping Area*

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As a follow-up to Airport Commission's request to upgrade/market the basin, the Airport has gathered the costs.

There are three camping spots available to float plane tenant/transient traffic. The plan would be to clear and grub the areas, put down 1-2 dump truck loads of crushed chips, add a picnic table, and a pedestal grill (barbeque) for each spot.

6-8 loads of crushed chips	- \$ 3,000
Picnic tables (3)	- \$ 4,208
Pedestal grill (3)	- \$ 848

With Airport Commission's recommendation, the Airport will review our FY21 fund balances and come up with a plan to start the upgrade.

The Airport will also be updating the Alaska Supplement remarks to include a comment that camping spots are available.

Please call me if you have any questions.

Attachments



*"Serving the Greater Kenai Peninsula"*

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611  
TELEPHONE 907-283-7951  
FAX 907-283-3737

## MEMO

**To:** Airport Commission

**From:** Mary Bondurant – Airport Manager 

**Date:** February 4, 2021

**Subject:** *Updated Conference Room Use Request/Agreement*

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Attached is the final draft of the Airport's new Conference Room Use Request/Agreement updated based on comments received from City Administration and Airport Commission.

***Does Commission recommend the attached Conference Room Use Request/Agreement be added to the City of Kenai's fee schedule for fiscal year 2022?***

Please call me if you have any questions.

Attachment





305 N. Willow St., Suite 200  
 Kenai, Alaska 99611  
 (907) 283-8281

## Conference Room Use Request/Agreement

### User's Contact Information

Name: \_\_\_\_\_ Primary Contact: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Event:  
 \_\_\_\_\_  
 \_\_\_\_\_

Will food and beverage be served at this event?  Yes  No.

Will a caterer be used at this event?  Yes  No Name of caterer: \_\_\_\_\_

Note: If alcoholic beverages will be served and/or food catering or delivery service used at the event, see Paragraph 8 of Meeting Room Use Agreement: Standard Terms and Conditions.

<b>Date of Event</b>	<b>Setup Time:</b>	<b>Take Down Time:</b>	<b>Total Hours</b>	<b>Anticipated Number of Attendees</b>
	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
	<b>Event Start Time:</b>	<b>Event End Time:</b>		(Maximum 26 People)
	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		

### Use Fee

<b>Conference Room</b>	<input type="checkbox"/>	\$50.00 – Up to 2 hours
	<input type="checkbox"/>	\$100.00 – Up to 4 hours
	<input type="checkbox"/>	\$200.00 – Up to 9 hours
	<input type="checkbox"/>	\$300.00 – Up to 24 hours
<b>Cleaning Fee (If room is not cleaned):</b>	<input type="checkbox"/>	\$100.00
<b>Sales Tax – 6%</b>	<input type="checkbox"/>	
<b>TOTAL USE FEE:</b>	\$	

### Signatures / Approval

User's signature on this Use Request/Agreement constitutes an agreement to the terms and conditions of the Kenai Municipal Airport Conference Room Use Agreement: Standard Terms and Conditions, incorporated into this Agreement by reference and made a part hereof. Submission of this Use Request does not automatically grant approval for use of the meeting room. This Agreement will not be effective until signed by the Airport and Use Fee has been paid in full. The Airport reserves the sole right to deny use of the meeting room for any activity that violates the Standard Terms and Conditions, federal, state or local laws or codes or ordinances or for demonstrated past failure by User to comply with the foregoing.

By my signature below, I attest that:

- I am at least 18 years of age;
- I have read, understood, and agreed to the terms and conditions of this Conference Room Use Request/Agreement and the Standard Terms and Conditions;
- I am authorized to execute this Agreement on behalf of the User; and
- I am responsible for the payment, clean-up, and overall supervision of the Conference Room during the use period stated in this Agreement.

<b>Signature of User's Authorized Representative</b>	<b>Date</b>
<b>Signature of Airport Manager or Designated Representative</b>	<b>Date</b>
<input type="checkbox"/> <b>Airport Approved</b>	<input type="checkbox"/> <b>Airport Denied</b>

## CONFERENCE ROOM USE AGREEMENT: STANDARD TERMS AND CONDITIONS

### 1. Conference Rooms: Descriptions and Availability

Conference Room is available for rent on a first come first serve basis equally to airport tenants, businesses, and the public. Kenai Municipal Airport (Airport) reserves the sole right to deny use of the conference room by any group, company, or individual for any activity that violates the Standard Terms and Conditions or federal, state or local laws, or for demonstrated past failure by User to comply with the foregoing. In consideration of the Use Fee payment, the Airport grants User permission to use and occupy the conference room (hereafter "meeting room" or "premises") located at the Airport, according to the terms of this agreement.

**The Conference Room encompasses approximately 400 square feet. The maximum functional capacity of the Conference Room is 26 persons. User is responsible to ensure that the maximum capacity is not exceeded.**

At no additional charge, tables, chairs, a refrigerator and dishwasher are available in the conference room. Users should work with the Airport Administration Office to determine what equipment and features are available on the date(s) and time(s) of its event(s).

The non-exclusive use of the terminal's public restrooms and hallways for ingress and egress shall be available to User; however, they are not extensions of the meeting rooms and are not part of the rented space.

### 2. Reservation/Advance Payment of Use Fee

To reserve the conference room, the Airport must receive a completed and properly executed Kenai Municipal Airport Conference Room Use Agreement and payment of the full Use Fee. The Use Fee does not include: catering charges, clean-up fee, or damage deposit.

### 3. Room Setup

Room setup should be discussed with the Airport prior to submittal of the Conference Room Use Request/Agreement form.

### 4. Cleaning Fee

User is required to remove its own trash at the end of the event or a \$100 cleaning fee will be charged.

### 5. Insurance

The Airport reserves the right to require insurance coverage depending on the proposed scope and nature of use.

### 6. Security

User is responsible for the safety and conduct of its agents, employees, guests and licensees under this agreement. The Airport reserves the right to reject for cause any person or persons from the Airport or any part thereof, and User waives any right and all claim for damages against either Airport or the City for the exercise of such right.

### 7. Room Access

Access authorization to the premises by the User and User's agents, employees, contractors, caterers, licensees and guests commences at the "start" time, and ends at the "end" time, as charged for and designated in this Use Agreement. User should therefore plan the rental period accordingly, to allow sufficient time for pre and post event set-up and take-down, cleanup, and the removal of User-provided

equipment/property. User may be charged and agrees to pay for any time the premises is used or occupied in excess of the time provided in the Use Agreement.

#### **8. Alcohol Beverage Service**

All alcoholic beverage service must be provided by the current Bar/Lounge Concessionaire inside the terminal building. All alcoholic beverages will be served and consumed in the conference room only. No alcoholic beverages will be allowed outside of the conference room area.

#### **9. Access to Rented Space**

The Airport reserves the right for its employees, and representatives to access and enter the rented space, when reasonably necessary, but will not unreasonably disturb User's quiet enjoyment and use of the premises.

#### **10. Vehicle Parking**

Neither vehicle parking benefits nor fees are included or part of this agreement. User and User's agents, employees, guests and licensees are responsible for their own vehicle parking costs.

#### **11. Cancellations**

**(a) Cancellation.** Airport reserves the right to cancel User's reservations due to reasons beyond its control. In such an event, the User shall be notified of a cancellation at the earliest possible date and offered the opportunity to reschedule or receive a full refund of fees paid.

**(b) User Cancellation.** If User cancels, by email or in writing, more than one week before event date, User will receive a full refund.

#### **12. Indemnity**

Throughout the period of its use and occupancy of the premises, the User is responsible for the safe conduct of activities on the premises and shall indemnify, defend, and hold harmless the Airport against any and all claims, demands or actions arising out of activities conducted by User, its employees, agents, caterers, licensees and guests, saving only claims for loss or injury caused by Airports' gross negligence.

#### **13. Payment for Damages.**

If said premises, furnishings or any portion of the building occupied during the term of this use agreement shall be damaged by act, default, or negligence of User or by User's agents, employees, licensees or, guests, or any persons admitted to said premises by User, excepting loss by grossly negligent acts of the Airport, its agents or employees, User will pay to the Airport upon demand such sum as shall be necessary to restore said premises to its previous condition. In the event of any such occurrence, User shall be subrogated to all rights, claims, and causes of action of the Airport in such circumstances.

#### **14. Expiration of Occupancy**

At the expiration of the occupancy period contracted for herein, User shall quit the premises and return all equipment and facilities provided in the same or better condition and repair, except for ordinary wear. In the event User fails or refuses to surrender possession of the premises at the time herein agreed, User may be regarded as a trespasser and Airport may seek appropriate legal measures, including criminal prosecution.

#### **15. Property Brought to Premises**

All personal property brought to the premises by the User shall be the sole responsibility of the User, and the Airport shall not be liable for its damage or loss by fire, theft, or otherwise. If, upon expiration of the

occupancy contracted for, User fails to remove User's personal property from the premises, Airport shall remove and dispose of the same according to law.

**16. Acceptance of Premises**

The User agrees that it has inspected the meeting room and any accessory equipment to be provided under this agreement and accepts them in their present condition. User acknowledges that the Airport has made no representations or promises relied on by User regarding the fitness for a particular purpose of the meeting room or accessory equipment.

**17. Signs, Posters, and Banners**

All signage is restricted to the rented conference room and times under the Use Agreement and shall be limited to freestanding easels.

**18. Assignments and Subletting**

No part of the meeting room may be assigned, pledged, transferred, or subleased by User, nor may a right of use of any portion of the room be conveyed or conferred on any third party by User by any other means, without prior written consent of the Airport, which consent may be withheld in the Airport's sole discretion.

**19. Governing Law.** This agreement shall be governed by Alaska law and venue shall be in the State of Alaska, Third Judicial District, at Kenai.



*"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:** February 4, 2021

**Subject:** *Recommendation to Award Airport Security Guard Services*

---

On December 31, 2020, the City of Kenai advertised for Airport Security Guard Services at the Kenai Municipal Airport. Proposals were due February 2, 2021 at 10:00a.m. Three responsive proposals were received for the contract term March 1, 2021 through February 29, 2024 (may be extended for two successive one-year terms by mutual consent of the City and the Contractor).

Three evaluators awarded points based on the provided evaluation criteria for responsiveness, experience, capability and references, and the price per hour:

Guardian Security Services, Inc.	96
Phoenix Protective Corp.	82
Rael Security	72

Guardian Security Services, Inc. was the successful proposer with the highest number of points.

***Does Commission recommend Council award the Agreement for Airport Security Guard Services to Guardian Security Services, Inc.?***

attachment

## AGREEMENT FOR AIRPORT SECURITY GUARD SERVICES

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2021, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and xxxxx (Contractor), ADDRESS XXXX.

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on March 1, 2021, and end on February 28, 2024.
2. **Extension.** This Agreement may be extended for two successive one-year terms by mutual written consent of Owner and Contractor.
3. **Facility and Services.**
  - A. Contractor shall provide the services described in Sections 2 and 3 included in the Instruction to Proposers attached hereto as Exhibit A and incorporated herein by reference. Contractor shall provide and perform for Owner the services described in this Agreement seven days per week.
4. **Payment.** In exchange for performance of security guard services provided

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

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

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

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before March 1, 2021. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such representative shall, in turn, be available at all reasonable times to report and confer with the Owner with respect to the services. Contractor must provide Owner with a telephone and/or



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

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

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

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

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

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

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

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

**8. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Following are definitions for terms in the above clause:

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

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

**11. Termination.**

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

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

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

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

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

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

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

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

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

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

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

## **CIVIL RIGHTS – TITLE VI ASSURANCE**

### Compliance with Nondiscrimination Requirements:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. Authority.** By signing this Agreement Contractor represents that it has read this Agreement and it agrees to be bound by the terms and conditions herein and that the person signing this Agreement is duly authorized by the organization to bind the organization hereunder.

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

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

**CITY OF KENAI**

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

**XXXXXXXXXXXX**

By: \_\_\_\_\_  
XXXXXXX  
Owner





*"Serving the Greater Kenai Peninsula"*

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611  
TELEPHONE 907-283-7951  
FAX 907-283-3737

# Memo

**To:** Airport Commission  
**Thru:** Mary Bondurant – Airport Manager   
**From:** Erica Brincefield - Assistant  
**Date:** February 4, 2021  
**Subject:** State of Alaska DNR/Forestry – Special Use Permit

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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 on February 4, 2021. The Division of Forestry is current in all fees owed and a current Certificate of Insurance is on file.

The Special Use Permit is effective April 1, 2021 through June 30, 2021.

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

Attachments



## SPECIAL USE PERMIT 2021

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 April 1, 2021, and ending on June 30, 2021. Regardless of the date of signature, this Permit shall be effective as of April 1, 2021.

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:

April	\$ 3025.00
May	\$ 3025.00
June	\$ 3025.00

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 April 1, 2021. The effective date of the insurance shall be no later than April 1, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21. Personalty.** Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25.00 per day. The City of Kenai is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

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

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

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

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

**CITY OF KENAI**

**STATE OF ALASKA  
DEPARTMENT OF NATURAL  
RESOURCES, DIVISION**



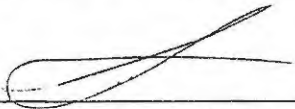


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Jamie Heinz, City Clerk

SEAL:

APPROVED AS TO FORM:



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Scott M. Bloom, City Attorney



Exhibit A



## Kenai City Council - Regular Meeting

January 20, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

[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)*

1. **Dr. Kristin Mitchell** - COVID-19 Vaccine Update and Q & A.
2. **Joy Merriner, BDO USA, LLP** - Presentation of the FY2020 City of Kenai Comprehensive Annual Financial Report, Federal and State Single Audit Reports, and Audit Wrap Up.

#### C. UNSCHEDULED PUBLIC COMMENTS

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

#### D. PUBLIC HEARINGS

1. **ENACTED AS AMENDED. Ordinance No. 3177-2021** - Authorizing a Shop Local Economic Stimulus Program to Benefit Kenai Small Businesses And Award of a Professional Services Agreement to the Kenai Chamber of Commerce and Visitor Center for Administration of the Program.
  - **Substitute Ordinance No. 3177-2021** - Authorizing a Shop Local Economic Stimulus Program to Benefit Kenai Small Businesses And Residents And Award of a Professional Services Agreement to the Kenai Chamber of Commerce and Visitor Center for Administration of the Program.
2. **ENACTED UNANIMOUSLY. Ordinance No. 3178-2021** - Accepting and Appropriating a COVID Cares Act for Older Adults and Their Caregivers 2021 Grant Passed Through the State of Alaska for Kenai Senior Center Expenditures in Support of its Response to the COVID-19 Public Health Emergency.

3. **ADOPTED UNANIMOUSLY. Resolution No. 2021-01** - Approving Amendments to the Kenai Community Library Policies to Adopt Rules Regarding the Lending of Various Electronic Devices and to Make Housekeeping Changes.
4. **ADOPTED UNANIMOUSLY. Resolution No. 2021-02** - Further Extending the Disaster Emergency Declaration for the City of Kenai Made on March 18, 2020 in Response to the COVID-19 Health Emergency.
5. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2021-03** - Supporting an Amendment Under Consideration by the Kenai Peninsula Borough Anadromous Waters Habitat Protection Work Group to Allow Limited Commercial Activities Within the Habitat Protection District in the City of Kenai.
6. **ADOPTED UNANIMOUSLY. Resolution No. 2021-04** - Accepting a Quitclaim Deed from the Kenai Peninsula Borough for the Land Described as T.6N., R.11W. Sec. 31, Lots 40, 41, and 42 Containing 3.75 Acres, More Commonly Known as the 4th Avenue Park, for the Public Purposes of Maintaining a Public Park.

**E. MINUTES**

1. **APPROVED BY THE CONSENT AGENDA.** \*Regular Meeting of January 6, 2021.

**F. UNFINISHED BUSINESS**

**G. NEW BUSINESS**

1. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval - Bills to be Ratified.
2. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval - Purchase Orders Over \$15,000.
3. **APPROVED BY THE CONSENT AGENDA.** \*Action/Approval - Non-Objection to the Liquor License Renewals for The Bow Bar and The Cannery Lodge.
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/3/2021.** \*Ordinance No. 3179-2021 - Amending Positions in the Classified Service in the Public Works and Senior Center Departments as Established by the Annual Budget.
5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/3/2021.** \*Ordinance No. 3180-2021 - Amending Kenai Municipal Code 3.05.070-Citation Procedure, and Kenai Municipal Code 13.10.015 – Minor Offense Fine Schedule to Incorporate Various Animal Control Offenses into the Minor Offense Fine Schedule and Make Other Housekeeping Changes.
6. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/3/2021.** \*Ordinance No. 3181-2021 - Waiving Kenai Municipal Code 21.10.130 - Lease Execution and Approving a Lease Execution Extension to July 27, 2021 to Kenai Aviation Operations, LLC for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5.
7. **APPOINTMENT OF DAVID PECK CONFIRMED.** Action/Approval - Confirmation of Mayoral Nomination for Appointment to Harbor Commission.

8. **APPROVED UNANIMOUSLY AS AMENDED. Action/Approval** - Supporting a Transportation Program for Individuals Receiving COVID-19 Vaccinations at Locations in Kenai.
9. **APPROVED UNANIMOUSLY. Action/Approval** - Supporting an Amendment to the Grant Agreement with the Kenai Peninsula Food Bank of Alaska.
10. **Discussion** - Development of City of Kenai Business Stimulus / Incentive Programs.
11. **Discussion** - Kenai Fine Arts Center Remodel Update.
12. **Discussion** - COVID-19 Response.

**H. COMMISSION / COMMITTEE REPORTS**

1. Council on Aging
2. Airport Commission
3. Harbor Commission
4. Parks & Recreation Commission
5. Planning & 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**

**M. PENDING ITEMS**

**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/88043579001>

**Meeting ID:** 880 4357 9001 **Passcode:** 372771

OR

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

**Meeting ID:** 880 4357 9001 **Passcode:** 372771



## Kenai City Council - Regular Meeting

February 03, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

[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)*

1. **Brandy Niclai and Bill Lierman, Alaska Permanent Capital Management - 2020 Financial Performance, Financial Projections, and Recommended 2021 Asset Allocation for the City's Permanent Fund Investments.**

#### C. UNSCHEDULED PUBLIC COMMENTS

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

#### D. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY. Ordinance No. 3179-2021** - Amending Positions in the Classified Service in the Public Works and Senior Center Departments as Established by the Annual Budget.
2. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3180-2021** - Amending Kenai Municipal Code 3.05.070-Citation Procedure, and Kenai Municipal Code 13.10.015 – Minor Offense Fine Schedule to Incorporate Various Animal Control Offenses into the Minor Offense Fine Schedule and Make Other Housekeeping Changes.
3. **ENACTED UNANIMOUSLY. Ordinance No. 3181-2021** - Waiving Kenai Municipal Code 21.10.130 - Lease Execution and Approving a Lease Execution Extension to July 27, 2021 to Kenai Aviation Operations, LLC for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5.

4. **ADOPTED UNANIMOUSLY. Resolution No. 2021-05** - Designating the Investment and Allocation Plan for the City's Permanent Funds and Establishing Appropriate Benchmarks to Measure Performance For Calendar Year 2021.
5. **ADOPTED UNANIMOUSLY. Resolution No. 2021-06** - Authorizing the City Manager to Enter Into an Amended Bar/Lounge Concession Agreement at the Kenai Municipal Airport with the Upper Deck Lounge.
6. **ADOPTED UNANIMOUSLY. Resolution No. 2021-07** - Adopting the City of Kenai's Capital Improvement Plan Priority List for State Funding Requests for the Fiscal Year 2022.

E. **MINUTES**

G. **NEW BUSINESS**

1. **APPROVED BY THE CONSENT AGENDA. \*Action/Approval** - Bills to be Ratified.
2. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3182-2021** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue Fund for the 2021 Airport Sand Screening Project.
3. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3183-2021** - 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.
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3184-2021** - Amending Kenai Municipal Code 23.30.050 – Business Hours and Hours of Work to Allow for Alternate Work Schedules in the Police Department.
5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3185-2021** - Increasing Estimated Revenues and Appropriations in the Airport Special Revenue and Airport Improvements Capital Project Funds and Amending a Professional Services Agreement for the 2021 Airfield Drainage Rehabilitation Project at the Kenai Municipal Airport.
6. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3186-2021** - Increasing Estimated Revenues and Appropriations in the General Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's General Fund.
7. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3187-2021** - Increasing Estimated Revenues and Appropriations in the Airport Land Sale Permanent Fund to Transfer Earnings in Excess of Budgeted Amounts to the City's Airport Fund.
8. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021. \*Ordinance No. 3188-2021** - Increasing Estimated Revenues and Appropriations in the



Water and Sewer Special Revenue and Wastewater Treatment Plant Improvements Capital Project Funds for a Replacement Sludge Press.

9. ***INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021.***  
**\*Ordinance No. 3189-2021** - Increasing Estimated Revenues and Appropriations in the General Fund and the Public Safety Capital Project Fund to Provide Supplemental Funding to the Fire Department's Station Alerting Project and Authorizing a Purchase Order in Excess of \$15,000 to Kachemak Electric for Performance of the Work.
10. ***INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021.***  
**\*Ordinance No. 3190-2021** - Increasing Estimated Revenues and Appropriations in the General Fund and Authorizing a Grant Disbursement Program for Small Businesses that Did Not Previously Apply for Full Assistance from the City in 2020.
11. ***INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 2/17/2021.***  
**\*Ordinance No. 3191-2021** - Increasing Estimated Revenues and Appropriations in the General Fund to Provide Assistance to Kenai Residents Impacted by the COVID-19 Public Health Emergency with the Purchase of Groceries and Necessary Household Goods in Kenai and Award a Professional Service Agreement to the Kenai Chamber of Commerce and Visitors Center for Administration of the Program.
12. **Discussion** - COVID-19 Response.

**F. UNFINISHED BUSINESS**

**H. COMMISSION / COMMITTEE REPORTS**

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

**I. REPORT OF THE MAYOR**

**J. ADMINISTRATION REPORTS**

1. City Manager
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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**

M. **PENDING ITEMS**

N. **ADJOURNMENT**

O. **INFORMATION ITEMS**

1. Purchase Orders Between \$2,500 and \$15,000.
2. Alaska LNG ROW Leases

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**Meeting ID:** 827 6196 3751 **Passcode:** 225113

OR

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

**Meeting ID:** 827 6196 3751 **Passcode:** 225113



# KENAI

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

## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Mary Bondurant, Airport Manager  
**DATE:** January 8, 2021  
**SUBJECT:** **Airport Mid-Month Report January 2021**

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2018 Terminal Rehabilitation Project – Construction: The project has reached the closeout stage. The ribbon cutting ceremony has been postponed due to the COVID pandemic.

2019 Alaska Fire Training Facility Rehabilitation & Acquire Aircraft Rescue and Firefighting Trucks (ARFF) – This project has reached the closeout stage. The two ARFF vehicles are on-order with OSHKOSH with a delivery date of June 2021.

2020 Acquire SRE (Loader) – The loader is at the Anchorage Yukon Equipment Shop going through the inspection and setup process and all attachments have also arrived in Anchorage. The Airport should see the new loader around the end of January 2021.

2020 Sand/SRE Storage Building – This project is in winter shutdown.

2020 Land Acquisition – The project is in the closeout process.

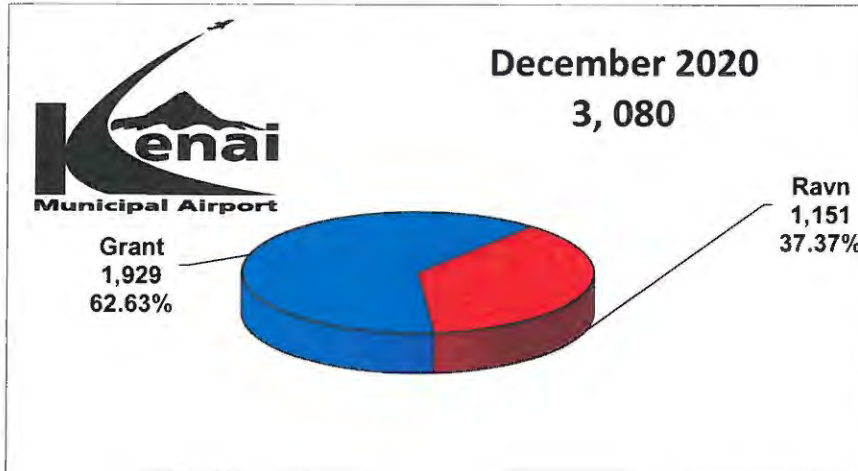
### In-house Activities:

Airport Administration – Administration Office is open and available Monday-Friday, 8am to 5pm for customer service.

Airport Administration and staff are working on the FY22 budget with the operating budget submission due February 5, 2021 to City Administration; updates to Exhibit A Property Map to the Airport Layout Plan, Lands Database, 5-year Capital Improvement Plan due February 1, 2021 to the FAA, airport rates and fees, terminal landscaping plan, informational signs for the float plane basin, and reviewing the Airport's efficiencies report.

Airport is advertising for Airport Security Services with a bid due date of February 2, 2021.

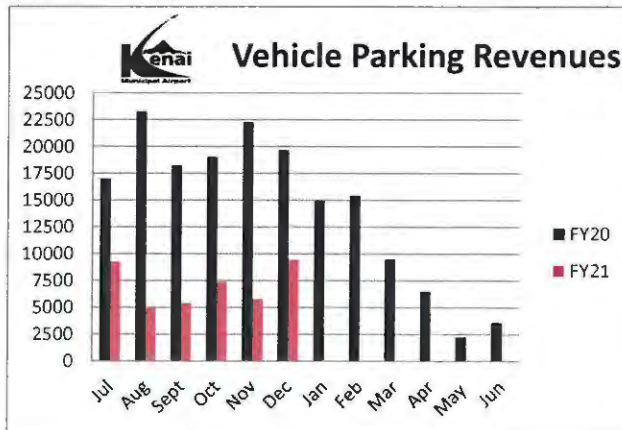
December  
Enplanement Report



Month	RAVN ALASKA	GRANT AVIATION	Total 2020	2019	Change from 2019
January	4,109	2,281	6,390	6,785	-395
February	3,988	1,942	5,930	5,957	-27
March	0	1,317	1,317	6,808	-5,491
April	0	359	359	6,441	-6,082
May	0	702	702	7,198	-6,496
June	0	1,367	1,367	7,656	-6,289
July	0	2,445	2,445	10,658	-8,213
August	0	3,063	3,063	12,925	-9,862
September	0	2,806	2,806	8,951	-7,045
October	5	2,601	2,606	7,594	-4,988
November	115	2,251	2,366	6,998	-4,632
December	1,151	1,929	3,080	7,033	-3,953
<b>Totals</b>	<b>9,368</b>	<b>23,063</b>	<b>32,431</b>	<b>95,004</b>	<b>-63,473</b>

Terminal - Vehicle Parking Revenues

December		FY20 Total	
FY19	\$19,656	FY20 Total	\$171,739
FY20	\$9,458	FY21 YTD	\$42,308





## FACT SHEET

January 25, 2021

# What is the Alaska Aviation System Plan?

The Alaska Aviation System Plan (AASP) is a long-term, strategic planning process that provides detailed information on the current state of the system, evaluates aviation issues, analyzes trends, assesses challenges, and provides tools so that planners, policy makers, and decision makers can prioritize limited funding. The system plan feeds aviation specific information to the Alaska Statewide Long-Range Transportation Plan and meets the state and federal requirements for system planning.

The first AASP was completed in 1986 and updated in 1996. In 2008, the State of Alaska adopted a continuous system planning model, and subsequent updates are referred to as phases; this reflects the ongoing, dynamic nature of the process.

All aviation system planning processes incorporate several common steps including inventory, forecasts, classification of airport roles, defining performance measures, and prioritizing needs.

### Each phase builds on prior phase work to continually improve and update tools and information

#### Phase I 2008 - 2013

- Developed mission & goals
- Public involvement plan
- Performance measures
- Classifications
- Inventory
- Forecasts
- Built website platform
- Economic impacts
- Special studies

#### Phase II 2013 - 2019

- Revised performance measures
- Updated public involvement plan
- Digitized CIMP program
- Automated airport needs book
- Website expansion
- Expanded data
- New data connections
- New reports
- CIMP inspections on iPad platform

#### Phase III 2020 - 2025

- Ongoing**
- Prior phase evaluation
- Identify issues
- Update public involvement plan
- Implement Adopt-an-Airport
- Planned Phase III Tasks**
- Update inventory
- Review performance measures
- Conduct fleet analysis
- Review runway length standards
- Special studies

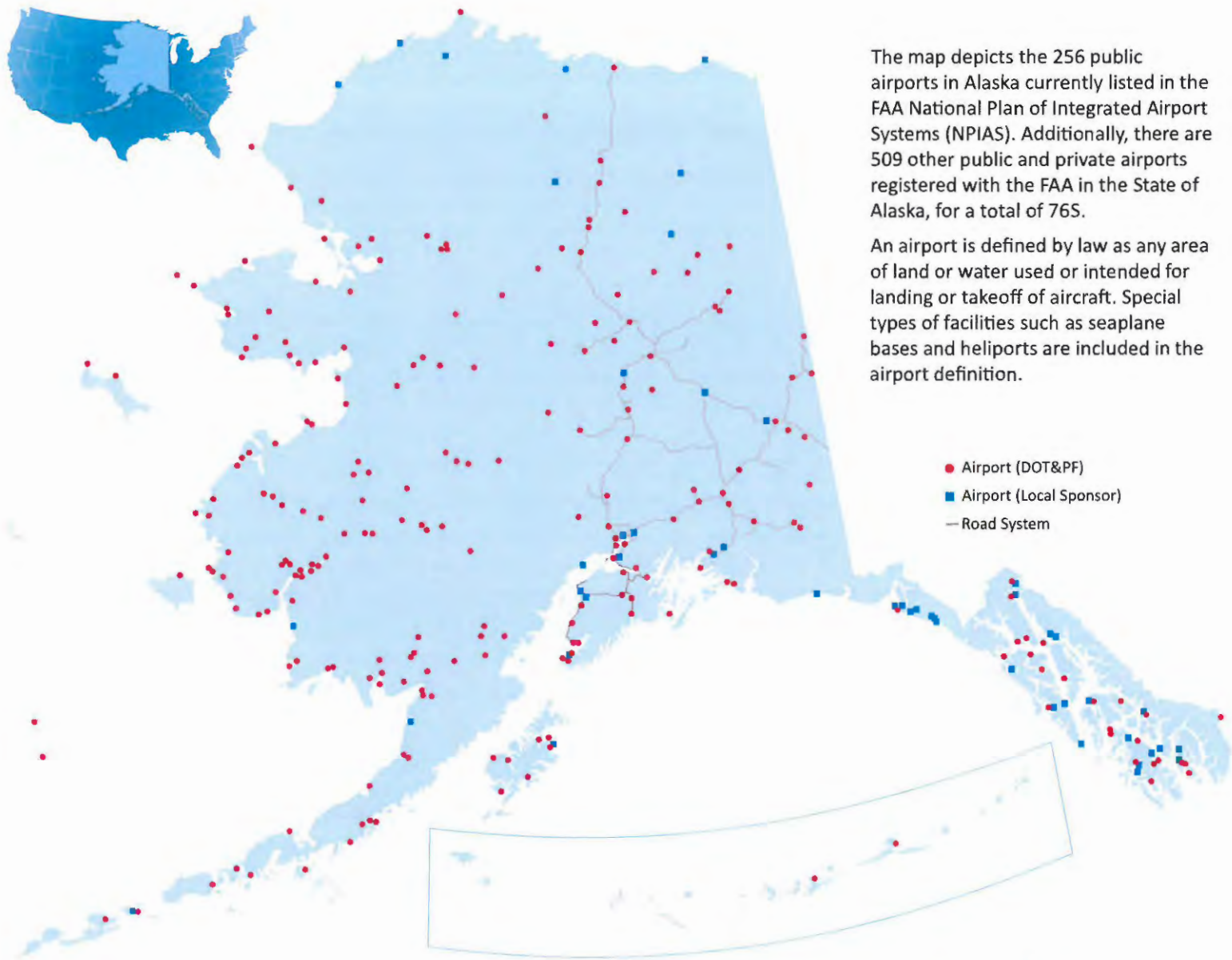
## How does the system plan help me?

- ✓ **Pilots:** Provides extensive information on airports, seaplane bases, and airstrips across the state. Links to weather cameras, photos, contacts, and airport project status.
- ✓ **Airport Sponsors:** Detailed information and planning tools for future development, PCI reports, forecasts, and special studies.
- ✓ **Elected Officials:** Inventory, needs list, performance measures, economic impact studies, and maps.
- ✓ **General Public:** Information on airports, air carriers, links to communities, and state airport maps.
- ✓ **Consultants, Planners, and Engineers:** The most up-to-date repository of airport information from ALPs to inventory, runway data, photos, and CIMP inspections.

System planning also performs special studies individualized to address the unique nature of the system. The information defines the system and prioritizes needs to ensure Alaska has a system of airports to meet the needs of the people today and in the future.

Phase III kicked off in the fall of 2020 with an updated Public Involvement Plan, a survey of stakeholder priorities, and a review and evaluation of prior work products. The process of reviewing previous reports allows for an assessment of relevance and a determination of the most effective use of limited funding in the next phase. The evaluation is supplemented by a survey of all stakeholders to prioritize issues and confirm the need for new studies or updates to existing information.





The map depicts the 256 public airports in Alaska currently listed in the FAA National Plan of Integrated Airport Systems (NPIAS). Additionally, there are 509 other public and private airports registered with the FAA in the State of Alaska, for a total of 765.

An airport is defined by law as any area of land or water used or intended for landing or takeoff of aircraft. Special types of facilities such as seaplane bases and heliports are included in the airport definition.

- Airport (DOT&PF)
- Airport (Local Sponsor)
- Road System

The AASP conforms to the standards set by FAA for Airport System Planning (AC 150/5070-7) and the FAA Airport Improvement Program (AIP) Handbook (FAA Order 5300-38D, Change 1).

A system plan documents how the individual airports fit within the transportation system and imparts vital aviation information to inform long-range state transportation plans, regional plans, and airport master plans.

A sensible and adaptable statewide aviation system plan that recognizes Alaska's dependence on aviation, unique operating environment, lack of basic infrastructure, fiscal constraints, and regional diversity is a fundamental part of statewide planning.

Through public involvement and outreach, the AASP team seeks to partner with local sponsors, tribal governments, pilots, and other stakeholders to provide a plan, data repository, and tools that increase productivity.

The AASP relies heavily on input from, and the participation of, our stakeholders. The **Public Involvement Plan (PIP)** outlines a variety of opportunities for public participation in the process. Requests for specific maps, targeted studies, or other documentation are welcome. Visit the AASP web site at: [www.alaskaasp.com](http://www.alaskaasp.com) and click on the contacts tab or contact our planning team directly.



#### Project Contacts

- Becca Douglas, C.M., Project Manager**  
Alaska Dept. of Transportation & Public Facilities  
907.269.0728 | [rebecca.douglas@alaska.gov](mailto:rebecca.douglas@alaska.gov)
- Angela Smith, P.E., C.M., Consultant Project Manager**  
PDC, A RESPEC Company  
907.743.3200 | [angelasmith@pdceng.com](mailto:angelasmith@pdceng.com)
- Becky Cronkhite, C.M., Consultant Assistant Project Manager**  
PDC, A RESPEC Company  
907.420.0462 | [rebeccacronkhite@pdceng.com](mailto:rebeccacronkhite@pdceng.com)

The AASP project is managed by the State of Alaska Department of Transportation and Public Facilities (DOT&PF), Division of Statewide Aviation. Additional assistance is provided by the Aviation Advisory Board, private aviation organizations, local airport sponsors, air carriers, aviation related businesses and pilots.

The preparation of this document was supported in part with financial assistance through the Airport Improvement Program from the Federal Aviation Administration (AIP Grant # 3-02-0000-024-2018) as provided under Title 49 USC § 47104. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this report by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein, nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.





**Transportation  
Security  
Administration**

MEMORANDUM

To: Covered Airport Operators

Date: January 31, 2021

Subject: Security Directive 1542-21-01

Attached to this memorandum is Security Directive (SD) 1542-21-01: Security Measures – Face Mask Requirements. This SD is issued to implement the January 21, 2021, Executive Order on promoting measures to prevent the spread of coronavirus disease 2019 (COVID-19) by travelers within the United States and those who enter the country from abroad. This SD also supports enforcement of the Centers for Disease Control and Prevention (CDC) Order mandating masks issued on January 29, 2021.

All queries concerning the attached SD must be directed to your assigned TSA Federal Security Director.



Darby LaJoye  
Senior Official Performing the Duties of the TSA Administrator

Attachment:  
Security Directive 1542-21-01



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**SECURITY DIRECTIVE**

NUMBER SD 1542-21-01

SUBJECT Security Measures – Mask Requirements

EFFECTIVE DATE 11:59 pm EST on February 1, 2021

EXPIRATION DATE May 11, 2021

CANCELS AND SUPERSEDES Not Applicable

APPLICABILITY Airport operators regulated under 49 CFR 1542.103 and airlines that have exclusive area agreements under 49 CFR 1542.111

AUTHORITY 49 U.S.C. 114 and 44903; 49 CFR 1542.303

LOCATION Airports within the United States

PURPOSE AND GENERAL INFORMATION

Due to the ongoing COVID-19 pandemic and to reduce the spread of the virus, the President issued an Executive Order, *Promoting COVID-19 Safety in Domestic and International Travel*, on January 21, 2021, requiring masks to be worn in airports, on commercial aircraft, and in various modes of surface transportation. On January 27, 2021, the Acting Secretary of Homeland Security determined a national emergency existed requiring the Transportation Security Administration (TSA) to issue this Security Directive (SD) to implement the Executive Order and enforce the related Order<sup>1</sup> issued by the Centers for Disease Control and Prevention (CDC), pursuant to the authority of 49 U.S.C. sections 114 and 44903. Consistent with these mandates and TSA's authority, TSA is issuing this SD requiring masks to be worn to mitigate the spread of COVID-19 during air travel. TSA developed these requirements in consultation with the Federal Aviation Administration and CDC.

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<sup>1</sup> See Order Under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 Code of Federal Regulations (CFR) §§ 70.2, 71.31(B), 71.32(B); Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (January 29, 2021)



## DEFINITIONS

For the purposes of this SD, the following definitions apply:

*Conveyance* has the same definition as under 42 CFR 70.1, meaning “an aircraft, train, road vehicle, vessel...or other means of transport, including military.”

*Mask* means a material covering the nose and mouth of the wearer, excluding face shields.<sup>2</sup>

## ACTIONS REQUIRED

Except at locations under the control of an aircraft operator, foreign air carrier, or a federal government agency or their contractors, the airport operator must apply the following measures:

- A. The airport operator must make best efforts to provide individuals with prominent and adequate notice of the mask requirements to facilitate awareness and compliance.<sup>3</sup> This notice must also inform individuals of the following:
  1. Federal law requires wearing a mask at all times in and on the airport and failure to comply may result in removal and denial of re-entry.
  2. Refusing to wear a mask in or on the airport is a violation of federal law; individuals may be subject to penalties under federal law.
- B. The airport operator must require that individuals in or on the airport wear a mask, except as described in Sections D., E., and F.
  1. If individuals are not wearing masks, ask them to put a mask on.
  2. If individuals refuse to wear a mask in or on the airport, escort them from the airport.
- C. The airport operator must ensure direct employees, authorized representatives, tenants, and vendors wear a mask at all times in or on the airport, except as described in Sections D., E., and F.
- D. The requirement to wear a mask does not apply under the following circumstances:
  1. When necessary to temporarily remove the mask for identity verification purposes.

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<sup>2</sup> A properly worn mask completely covers the nose and mouth of the wearer. A mask should be secured to the head, including with ties or ear loops. A mask should fit snugly but comfortably against the side of the face. Masks do not include face shields. Masks can be either manufactured or homemade and should be a solid piece of material without slits, exhalation valves, or punctures. Medical masks and N-95 respirators fulfill the requirements of this SD. CDC guidance for attributes of acceptable masks in the context of this SD is available at <https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html>.

<sup>3</sup> Notice may include, if feasible, advance notifications on digital platforms, such as on apps, websites, or email; posted signage in multiple languages with illustrations; or other methods as appropriate.

2. While eating, drinking, or taking oral medications for brief periods.<sup>4</sup> Prolonged periods of mask removal are not permitted for eating or drinking; the mask must be worn between bites and sips.
3. While communicating with a person who is deaf or hard of hearing, when the ability to see the mouth is essential for communication.
4. If unconscious (for reasons other than sleeping), incapacitated, unable to be awakened, or otherwise unable to remove the mask without assistance.<sup>5</sup>

E. The following conveyances are exempted from this SD:

1. Persons in private conveyances operated solely for personal, non-commercial use.
2. A driver, when operating a commercial motor vehicle as this term is defined in 49 CFR 390.5, if the driver is the sole occupant of the vehicle.

F. This SD exempts the following categories of persons from wearing masks:<sup>6</sup>

1. Children under the age of 2.
2. People with disabilities who cannot wear a mask, or cannot safely wear a mask, because of the disability as defined by the Americans with Disabilities Act (42 U.S.C. 12101 et seq.).<sup>7</sup>
3. People for whom wearing a mask would create a risk to workplace health, safety, or job duty as determined by the relevant workplace safety guidelines or federal regulations.

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<sup>4</sup> The CDC has stated that brief periods of close contact without a mask should not exceed 15 minutes. *See* <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>

<sup>5</sup> Persons who are experiencing difficulty breathing or shortness of breath or are feeling winded may remove the mask temporarily until able to resume normal breathing with the mask. Persons who are vomiting should remove the mask until vomiting ceases. Persons with acute illness may remove the mask if it interferes with necessary medical care such as supplemental oxygen administered via an oxygen mask.

<sup>6</sup> Airport operators may impose requirements, or conditions of carriage, on persons requesting an exemption from the requirement to wear a mask, including medical consultation by a third party, medical documentation by a licensed medical provider, and/or other information as determined by the airport operator, as well as require evidence that the person does not have COVID-19 such as a negative result from a SAR-CoV-2 viral test or documentation of recovery from COVID-19. CDC definitions for SAR-CoV-2 viral test and documentation of recovery are available in Frequently Asked Questions at: <https://www.cdc.gov/coronavirus/2019-ncov/travelers/testing-international-air-travelers.html>. Airport operators may also impose additional protective measures that improve the ability of a person eligible for exemption to maintain social distance (separation from others by 6 feet), such as scheduling travel at less crowded times or on less crowded conveyances, or seating or otherwise situating the individual in a less crowded section of the conveyance or airport. Airport operators may further require that persons seeking exemption from the requirement to wear a mask request an accommodation in advance.

<sup>7</sup> This is a narrow exception that includes a person with a disability who cannot wear a mask for reasons related to the disability; who, e.g., do not understand how to remove their mask due to cognitive impairment, cannot remove a mask on their own due to dexterity/mobility impairments, or cannot communicate promptly to ask someone else to remove their mask due to speech impairments or language disorders, or cannot wear a mask because doing so would impede the function of assistive devices/technology. It is not meant to cover persons for whom mask-wearing may only be difficult. CDC intends to issue further guidance regarding this exception.

- G. If an individual refuses to comply with mask requirements, follow incident reporting procedures in accordance with the Airport Security Program and provide the following information, if available:
1. Date and airport code;
  2. Individual's full name and contact information;
  3. Name and contact information for any direct airport employees or authorized representatives involved in the incident; and
  4. The circumstances related to the refusal to comply.

#### PREEMPTION

The requirements in this SD do not preempt any State, local, Tribal, or territorial rule, regulation, order, or standard necessary to eliminate or reduce a local safety hazard, which includes public health measures that are the same or more protective of public health than those required in this SD, if that provision is not incompatible with this SD.

#### ACKNOWLEDGMENT OF RECEIPT

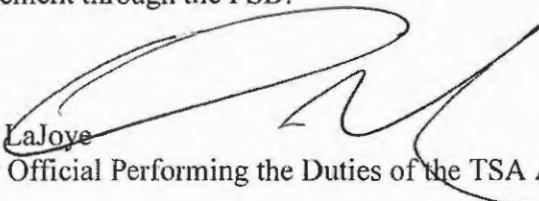
The airport operator must immediately provide written confirmation of receipt of this SD to the Federal Security Director (FSD).

#### DISSEMINATION REQUIRED

The airport operator must immediately pass the information and measures set forth in this SD to any personnel having responsibilities in implementing the provisions of this directive. The airport operator may share this SD with anyone subject to the provisions of this directive to include but not limited to: federal, state, and local government personnel; direct airport employees or authorized representatives; vendors; tenants; exclusive area agreement holders; contractors; transport personnel; taxi drivers; law enforcement; etc.

#### APPROVAL OF ALTERNATIVE MEASURES

The operator must immediately notify the FSD whenever any action required by this SD or a TSA-approved alternative measure cannot be carried out. In accordance with 49 CFR 1542.303(d), the airport operator may submit proposed alternative measures and the basis for submitting those measures in writing to the Assistant Administrator for Policy, Plans, and Engagement through the FSD.

  
Darby LaJoye  
Senior Official Performing the Duties of the TSA Administrator

**FAQ for Post Security Directive (SD) /Emergency Amendment (EA) Mask Implementation**

*Version 1 – February 3, 2021*

***Question: What is the process for filing an Alternate Measure?***

*Answer:* The Security Directives (SD) 1542 21-02 contain a section that allows an airport operator to make a request of the Federal Security Director (FSD) for alternative measures to comply with the security requirements contained in an SD. The airport operator must propose alternative measures to those in the SD that meet or exceed the requirements outlined therein. An Alternative Measure is not meant to be a means of relieving an airport operator of a security measure or reducing the scope of a measure.

If an FSD fully supports the Alternative Measure submitted by the airport and the included proposed alternatives meet or exceed the requirements in the SD, then the FSD may recommend the measure to the Assistant Administrator of Policy, Plans and Engagement for consideration.

SD Section:

**APPROVAL OF ALTERNATIVE MEASURES**

The operator must immediately notify the FSD whenever any action required by this SD or a TSA-approved alternative measure cannot be carried out. In accordance with 49 CFR 1542.303(d), the airport operator may submit proposed alternative measures and the basis for submitting those measures in writing to the Assistant Administrator for Policy, Plans, and Engagement through the FSD.

***Question: Does the SD apply to Military/Government Charters that operate out of non-airport location, such as a military base, or Fixed Base Operation?***

*Answer:* Military/Government Charter Flight are not regulated under 49 CFR part 1544.

***Question: What is meant by “escort them from the airport”?***

*Answer:* SD 1542-21-01 B.2 Should an individual refuse to wear a mask at the airport after being asked to do so, they must be escorted from the airport. Compliance with this Security Directive will be achieved by escorting the individual who refuses to wear a mask to the area closest to the affected terminal that is not covered by the airport’s security program. At airport locations where such an escort is impracticable, compliance may be achieved by escorting the individual who refuses to wear the mask to the outdoor area that is closest to the affected airport terminal. Airports may submit alternate compliance procedures to TSA for consideration.

**Question:**

*Can you confirm that in offices and other spaces located in non-public locations in the airport where employees, authorized representative or contractors are alone, a mask is not necessary and will not be enforced?*

*Does this mask mandate apply to areas of an airport that are not accessible by the general public? (I.E. conference rooms, cargo areas, fire department, etc.)*

*As it would relate to our private hangar and offices that are not accessible to the public, and not related to passenger or cargo transportation. Do you have any guidance for us on the applicability of the SD in our own, non-public hangar?*

*Can you expand upon the scope of “in or on the airport”? Does this include the parking garage, gas station, grocery store, general aviation facilities, etc.? (There are a number of entities on airport property that do not pertain to aviation).*

*Answer:* Yes, a mask is required to be worn while on airport property, unless the individual meets one of the exemptions described in the SD or EA. TSA has determined that all guidance provided includes the mandate of wearing a mask at the airport and offices are not expressly excluded.

**Question: Are crewmembers on the flight deck required to wear a mask?**

*Answer:* SD 1544-21-01 allows for exemptions for aircraft operators in Section F.3. Section F.3 identifies an exemption for people for whom wearing a mask would create a risk to workplace health, safety, or job duty as determined by the relevant workplace safety guidelines or federal regulations.

**Question: Can an aircraft operator compile the incident reports, collect the requested data, and crew reports, and then notify TSOC at a later time?**

*Answer:* SD 1544-21-01 requires regulated entities to follow incident reporting procedures in accordance with its TSA-approved standard security program.

**Question: Enforcement continues to be a concern – not the basic mask wearing but rather the putting your mask on between food bites while eating language. They are concerned with having to enforce this.**

*Answer:* The requirement to wear a mask does not apply while an individual is actively consuming a meal. Aircraft and Airport Operators must use their own judgment on a case-by-case basis.



Sponsored by: Administration

**CITY OF KENAI**

**ORDINANCE NO. 3181-2021**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, WAIVING KENAI MUNICIPAL CODE 21.10.130- LEASE EXECUTION AND APPROVING A LEASE EXECUTION EXTENSION TO JULY 27, 2021 TO KENAI AVIATION OPERATIONS, LLC FOR LOT 9A, BLOCK 5, GENERAL AVIATION APRON SUBDIVISION NO. 5.

WHEREAS, the Kenai City Council approved of a 45-year lease application from Kenai Aviation Operations, LLC for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5 to be used as a hangar with office space; and,

WHEREAS, a 60-day extension allowed by Kenai Municipal Code 21.10.130 was granted by the City Manager with good cause of the COVID-19 public health emergency for the execution of a lease agreement; and,

WHEREAS, Kenai Aviation Operations, LLC has provided a letter to the City requesting a lease execution extension greater than the 60 days allowed by Kenai Municipal Code 21.10.130 due to the unforeseen circumstances of the COVID-19 public health emergency and its impact on their business plans; and,

WHEREAS, the granting of a lease execution extension to Kenai Aviation Operations, LLC needs to be retroactive from January 27, 2021 to July 27, 2021; and,

WHEREAS, the project will enhance public safety and quality of life while providing economic development on property leased from the City within the Kenai Municipal Airport Reserve.

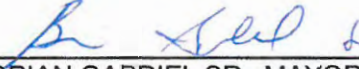
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, as follows:

**Section 1.** That KMC 21.10.130 is hereby waived due to the COVID-19 public health emergency for the exclusive purpose of granting a lease execution extension to Kenai Aviation Operations, LLC retroactively from January 27, 2021 to July 27, 2021, for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5.

**Section 2.** Severability: That if any part or provision of this ordinance or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which this judgment shall have been rendered, and shall not affect or impair the validity of the remainder of this title or application thereof to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of this ordinance even without such part, provision, or application.

**Section 3.** Effective Date: That pursuant to KMC 1.15.070(f), this ordinance shall take effect 30 days after enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 3<sup>rd</sup> day of February, 2021.

  
\_\_\_\_\_  
BRIAN GABRIEL SR., MAYOR

ATTEST:  
  
\_\_\_\_\_  
Jamie Heinz, CMC, City Clerk



Introduced: January 20, 2021  
Enacted: February 3, 2021  
Effective: March 5, 2021



# KENAI

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

## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**THROUGH:** Paul Ostrander, City Manager  
**FROM:** Ryan Foster, Planning Director  
**DATE:** January 12, 2021  
**SUBJECT:** Ordinance No. 3181-2021 - Lease Execution Extension to Kenai Aviation Operations, LLC for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5.

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City Council approved a 45-year lease application from Kenai Aviation Operations, LLC on September 16, 2020 for Lot 9A, Block 5, General Aviation Apron Subdivision No. 5 at 155 North Willow Street to be used as a hangar with office space. Kenai Municipal Code 21.10.130 requires a lease be executed within 60 days of the applicant being mailed a lease form for signature. If the applicant shows good cause, the City Manager may grant an extension not exceeding 60 days for the applicant to execute and return a signed lease. The City Manager found good cause due to the COVID-19 public health emergency to grant a 60-day extension to the execution of the lease for Lot 9A. This extended the deadline for the execution and signature of the lease to January 27, 2021.

Kenai Aviation Operations has requested a greater extension for signing the lease than the 60 days allowed by Kenai Municipal Code due to the unforeseen circumstances created by the COVID-19 public health emergency. If City Council approves, Ordinance 3181-2021 would extend the date for Kenai Aviation Operations, LLC to execute the lease and sign the lease agreement with the City retroactively from January 27, 2021 to July 27, 2021.

Thank you for your consideration.

Attachment:

Email dated January 11, 2021 from Kenai Aviation Operations, LLC requesting a lease execution extension.



**From:** [Jacob Caldwell](#)  
**To:** [Ryan Foster](#)  
**Subject:** Extension for Kenai Aviation Operations Lease Execution  
**Date:** Monday, January 11, 2021 3:18:50 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

We are writing to request an additional extension on our lease application. As we have all experienced, the ability to secure financing for big projects this year has been very difficult due to the uncertainty related to covid 19. Our investors, like many others have chosen to wait to make big commitments for a few more months. So, although we intend to build on the lot, our timeline for financing is indefinite for the near future. We are requesting the longest extension that you feel comfortable giving us. Our hope would be for an answer from our investors before the extension period is up.

Thank you for your consideration,  
Joel Caldwell  
Owner  
Kenai Aviation Operations  
907-252-4878