

**KENAI AIRPORT COMMISSION
REGULAR MEETING
APRIL 8, 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)*

- a. **Jacob Caldwell, Kenai Aviation** – Update on Airport Activities

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

4. APPROVAL OF MEETING SUMMARY

- a. March 11, 2021.....Pg. 3

5. UNFINISHED BUSINESS

- a. **Discussion** – Final Project Status – Information Sign at Float Plane Basin.....Pg. 6
- b. **Discussion** – Final Conference Room Use Agreement.....Pg. 9
- c. **Discussion** – FY22 Airport Budget Narratives (drafts).....Pg. 15

6. NEW BUSINESS

- a. **Discussion/Recommendation** – Special Use Permit to DNR/Forestry for Aircraft Loading and Off-LoadingPg. 30
- b. **Discussion/Recommendation** – Special Use Permit to Pacific Star Seafoods Inc. for Aircraft Loading and Off-Loading.....Pg. 42
- c. **Discussion/Recommendation** – Special Use Permit to Everts Air Fuel for Aircraft Parking.....Pg. 54
- d. **Discussion/Recommendation** – Special Use Permit to UPSCO United Parcel Service Co., Inc. for Aircraft Loading and Parking.....Pg. 65
- e. **Discussion/Recommendation** – Special Use Permit to Empire Airlines, Inc. for Aircraft Parking.....Pg. 76
- f. **Discussion/Recommendation** – First Amendment to Janitorial Agreement to Reborn Again Janitorial.....Pg. 87
- g. **Discussion** – Updated Airport Land Brochure.....Pg. 90

7. **REPORTS**

- a. Airport Manager
- b. City Council Liaison.....Pg. 97

8. **NEXT MEETING ATTENDANCE NOTIFICATION** – May 13, 2021

9. **COMMISSIONER COMMENTS AND QUESTIONS**

10. **ADDITIONAL PUBLIC COMMENT**

11. **INFORMATION ITEMS**

- a. March 2021 Mid-Month Report.....Pg. 101
- b. Resolution No. 2021-22 Resolution Authorizing Budget Transfer and Award...Pg. 102
- c. Ordinance No. 3201-2021 Appropriating Funds to Purchase Snow Removal Equipment.....Pg. 104
- d. February 2021 Enplanements.....Pg. 107
- e. Resolution No. 2021-21 Approving Development Incentives for a Lease.....Pg. 108
- f. Important Information About Your Role in Preventing Human Trafficking. – Kristi Warden email of March 5, 2021.....Pg. 112

12. **ADJOURNMENT**

Join Zoom Meeting

<https://us02web.zoom.us/j/82081323107>

Meeting ID: 820 8132 3107 **Password:** 703126

OR

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

Meeting ID: 820 8132 3107 **Password:** 703126

****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
MARCH 11, 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, P. Minelga, J. Zirul, D. Pitts

Commissioners Absent: J. Bielefeld

Staff/Council Liaison Present: Airport Manager M. Bondurant, Administrative Assistant E. Brincefield, Council Liaison H. Knackstedt

A quorum was present.

c. Agenda Approval

Chair Feeken noted the following revisions to the agenda and packet:

- | | |
|-----------------|---|
| Add to item 11. | Informational Items <ul style="list-style-type: none">• Special Use Permit to Alaska Air Fuel• Resolution No. 2021-15• Resolution No. 2021-16 |
|-----------------|---|

MOTION:

Commissioner Pitts **MOVED** to approve the agenda with the requested additions and Commissioner Zirul **SECONDED** the motion. There were no objections; **SO ORDERED**.

2. SCHEDULED PUBLIC COMMENT

a. Joe Caldwell, Kenai Aviation – Update on Airport Activities

Joel Caldwell did not attend the meeting to speak to the commission.

3. UNSCHEDULED PUBLIC COMMENT – None.

4. APPROVAL OF MEETING SUMMARY

a. February 11, 2021

MOTION:

Commissioner Lichleiter **MOVED** to approve the meeting summary of January 14, 2021 and Vice Chair Dodge **SECONDED** the motion. There were no objections; **SO ORDERED**.

5. UNFINISHED BUSINESS

a. **Discussion** – Informational Sign at Float Plane Basin

Airport Manager Bondurant discussed the design stage of the sign to be displayed at the float plane basin, looking for comments from the commission.

Inclusion of a QR code was discussed, and concern was raised about who would maintain the business list. Commissioners recommended charging a small fee to advertise. It was noted that the Kenai Airport is the gateway to the Kenai Peninsula, and commissioners feel this is a great way to advertise business on the Peninsula. It was suggested that the sign be displayed at the terminal transient area as well as the float plane basin. Airport Staff will reach out to Alaska Channel about running this advertising program.

Commission generally approved of the aerial pictures, but it was noted that having specific attractions listed on a map with pictures might be too busy and the inclusion of a QR code would direct users to those specific places/pictures.

More information will be brought to April commission meeting.

6. NEW BUSINESS

a. **Discussion/Recommendation** – FY22 Budget

Airport Manager Bondurant reported the Airport Budget was approved with no required changes. Noted she had received direction from City administration to keep budgets the same or less as FY21, and the Airport was able to reduce costs in a couple areas of FY22 Budget.

Bondurant commented that utilities have increased substantially city-wide.

Two special projects were highlighted in FY22 budget: security camera project and terminal landscaping project.

7. **REPORTS**

a. **Airport Manager** – Bondurant reported on the following:

- 2 new ARFF trucks are scheduled for delivery in July;
- Sand storage building should begin again in April;
- 2020 land acquisition project is in closeout process, but 14 pages of ALP updates are being submitted;

- Airport lost a multipurpose slow-blower this winter season, is minimum 40-45 weeks out to fix. The engine has been replaced 3 times. Approval from FAA to submit application for new multipurpose machine. Ready to submit grand application on May 3;
- Recently updated AEP and is being distributed to all participants;
- Received 2 more grants for COVID-19 relief money;
- Currently updating land brochure.

b. **City Council Liaison** – Council Member Knackstedt reported on the actions of the February 17, 2021, and March 3, 2021 Council Meetings.

8. NEXT MEETING ATTENDANCE NOTIFICATION – April 8, 2021

9. COMMISSIONER COMMENTS AND QUESTIONS

Commissioner Zirul recently traveled to Mexico and commented on his experience with mask mandates.

Commissioner Lichleiter thanked Airport operations staff for all their hard work with snow removal.

Commissioner Pitts noted he is happy to see the Airport is working toward further development of the float plane basin.

10. ADDITIONAL PUBLIC COMMENT – None.

11. INFORMATION ITEMS

- a. February 2021 Mid-Month Report
- b. January 2021 Enplanements

12. ADJOURNMENT

MOTION:

Commissioner Lichleiter **MOVED** to adjourn the meeting and Commissioner Zirul **SECONDED** the motion. There were no objections; **SO ORDERED.**

There being no further business before the Commission, the meeting was adjourned at 6:53 p.m.

Meeting summary prepared and submitted by:

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

Through: Mary Bondurant – Airport Manager

From: Erica Brincefield – Assistant to Airport Manager

Date: April 1, 2021

Subject: Informational/Directional Signs at Float Plane Basin

At the March meeting an initial draft of the informational sign was presented. Airport administration made changes based on commissioner recommendations.

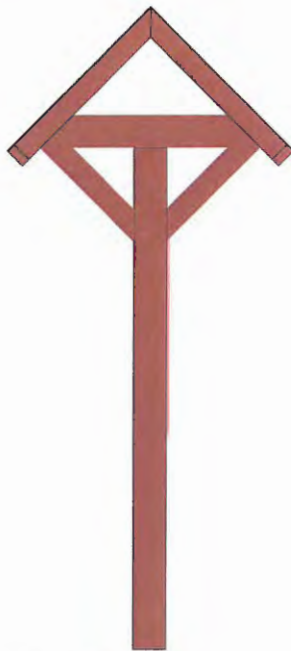
Attached is a draft sign with the generated QR code, directing users to Yelp. Additional changes are being made to the sign and will be provided as a laydown at the April 8, 2021 Airport Commission meeting.

Attachments

Front



Back



Drawing Date: 3/31/2021

Accepted as Drawn _____ Date ___/___/___

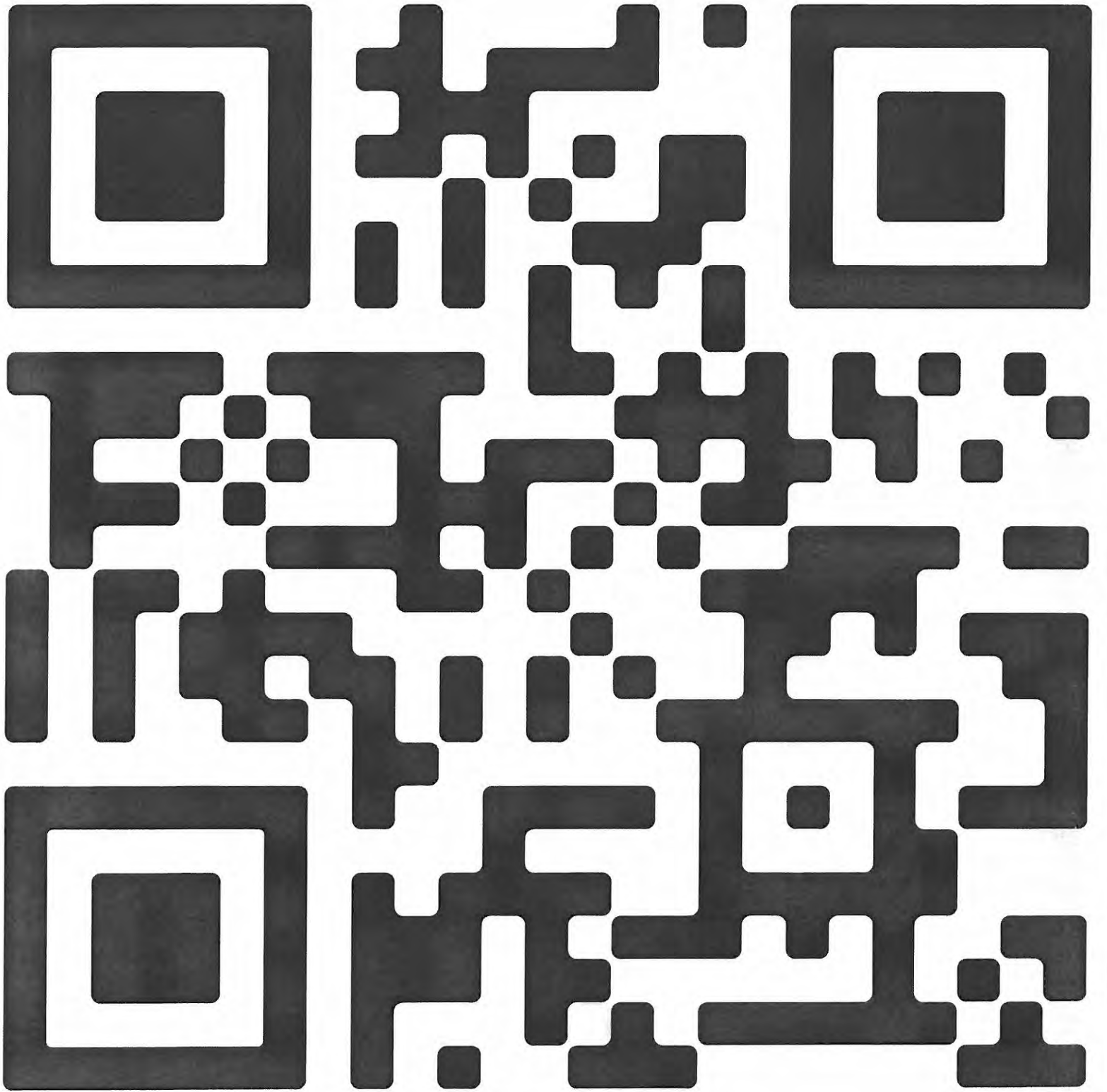
Accepted With Changes _____



Kenai Neon Sign Company
 50550 Kenai Spur Highway
 Kenai, Alaska 99611
 Phone/fax 907-776-8503
 kns@alaskasignsource.com
 http://www.alaskasignsource.com

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MEMO

To: Airport Commission

From: Mary Bondurant – Airport Manager 

Date: April 1, 2021

Subject: ***Final - Conference Room Use Request/Agreement***

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

The fees will be incorporated in the City's fee schedule.

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.

Date of Event	Setup Time:	Take Down Time:	Total Hours	Anticipated Number of Attendees
	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
	Event Start Time:	Event End Time:		(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-Conference Room is Available 7:00am-10:00pm

Conference Room	<input type="checkbox"/>	\$50.00 – 2 hours
	<input type="checkbox"/>	\$100.00 – 4 hours
	<input type="checkbox"/>	\$200.00 – 8 hours
	<input type="checkbox"/>	\$300.00 – Anything over 8 hours to 10pm
Cleaning Fee (If room is not cleaned):	<input type="checkbox"/>	\$100.00
Sales Tax – 6%	<input type="checkbox"/>	
TOTAL USE FEE:	<input type="checkbox"/>	\$ _____

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.

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

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, wipe down all surfaces (countertops, desk, chairs, sink) 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.

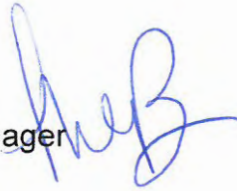
19. Governing Law. This agreement shall be governed by Alaska law and venue shall be in the State of Alaska, Third Judicial District, at Kenai.



"Serving the Greater Kenai Peninsula"

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

Memo

To: Airport Commission
From: Mary Bondurant - Airport Manager 
Date: April 1, 2021
Subject: *FY22 Draft Airport Budget Narratives*

Attached are the draft FY22 budget narratives for the Airport funds; Terminal, Airfield, Administration, Other Buildings & Areas, and the Alaska Fire Training Facility.

Some changes were made to the narratives based on my budget discussion with City Administration. These are still not final but wanted to present them to Commission for review and comment.

Please contact me if you have any questions.

Attachment

City of Kenai
 Fiscal Year 2022 Operating Budget
 Fund 008 – Airport Fund
 Department: 63 – Airport Administration

Mission

The primary mission of Kenai Municipal Airport is to be the commercial air transportation gateway to the Kenai Peninsula Borough and West Cook Inlet.

Functions & Responsibilities

The Airport Manager works under the direction of the City Manager and is responsible for Federal Aviation Administration compliance, grant eligibility, airport development, general management and operation of the Kenai Municipal Airport. Legal, Finance, Planning, Public Works, Police and Fire support is provided by the Airport Fund and is paid for using the City's Central Administration charge.

Airport capital improvement projects (ACIP) are primarily funded through airport entitlement monies and discretionary funds received from the Federal Aviation Administration. Funding for these projects is not a part of the annual budget process and is accounted for separately in capital projects funds. The Airport accepted from the Federal Aviation Administration CARES Act Funds in August 2020 for \$1,622,758 and in March 2021 \$1,303,238 under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021. These funds can be used for operation costs and concessionaire relief.

Organizational Chart



Staffing

Position Title	FY18 Actual		FY19 Actual		FY20 Actual		Budgeted FY21		Requested FY22		Projected FY23	
	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade
Airport Manager	1	20	1	20	1	20	1	20	1	20	1	20
Administrative Assistant II	.67	9	.67	9	.67	9	.67	9	.67	9	.67	9

Average Overtime Per Position (hours)

Position Title	FY18 Actual	FY19 Actual	FY20 Actual	Budgeted FY21	Requested FY22	Projected FY23
Airport Manager	N/A	N/A	N/A	N/A	N/A	N/A
Administrative Assistant II	13	11	2	14	19	19

Performance Measures

FY	2017	2018	2019	2020	2021 (ytd)
Enplanements	95,202	91,598	92,242	70,224	22,867
<u>Cost</u>					
Revenue per Enplaned Passenger	\$8.94	\$8.08	\$9.10	\$10.90	\$ tbd*
	\$5.84	\$6.38	\$5.52	\$5.72	\$6.32
Airline Rents & Leases	\$ 191,557	\$ 198,558	\$ 240,000	\$ 210,746*	\$ 70,020**
Airline Landing Fees	\$ 356,132	\$ 389,230	\$ 285,000	\$ 191,030*	\$ 33,418**
FAA Grant Offers (FY21)	\$ 1,509,155	\$ 10,619,995	\$ 5,771,020	\$ 3,869,258	\$1,303,238
KPD On-time Response for security incidents (20 minutes)	100%	100%	100%	100%	100%

*Reflects 5-month loss of revenue due to RAVN ceasing operations April 5, 2020

**Reflects 5-month loss of revenue due to RAVN bankruptcy and COVID-19 pandemic

FY21 Department Goals Evaluation

The following goals support City of Kenai Comprehensive Plan Goal 2 – Economic Development to support the fiscal health of Kenai, Goal 4 – Public improvements and services: Provide adequate public improvements and services in Kenai, and Goal 5 – Transportation: Provide transportation systems that are efficient and adequate to serve the regional needs of the community:

1. Market for a 121 Operator due to RAVN terminating operations April 5, 2020
 - Efforts were made to locate a 121-air carrier operator but due to the COVID-19 travel restrictions, slump in travelers, and the RAVN bankruptcy, aviation in the State of Alaska was at a crisis level. Float Shuttle purchased RAVN Alaska and started air carrier service back into Kenai the end of November 2020. Resolution No. 2020-78.
2. Achieve successful negotiation of a five-year airline operating agreement by June 30.
 - City Administration successfully negotiated a Fourth Amendment to the Airline Operating Agreement which extended the agreement for 5-years July 1, 2020 through June 30, 2025. Resolution No. 2020-35.
3. Achieve a five-year in-terminal lease for car rental agencies.
 - Car rental concession expires June 30, 2021. City Administration will bid in the Spring 2021 to be effective July 1, 2021.
4. Achieve a five-year bar/lounge lease.

- *Bar/lounge concession agreement expired June 30, 2020; Resolution No. 2021-06 allows for the concession agreement to be on a month-to-month until such time the City determines the COVID-19 pandemic is behind us.*

FY22 Department Goals

1. Maintain a competitive cost per enplaned passenger
 - Monitor operation and maintenance cost controls and airline lease provisions
2. Continue to incorporate measures to mitigate the effects of COVID-19
3. Market for an aviation or aviation-related business that would lead to a significant expansion on the Kenai Airport.
4. Improve the revenue to cost per enplaned passenger.

Future Considerations

Closely and carefully balance and consider the present and long-term effects of the COVID-19 pandemic with (1) all airport users and tenants' (2) co-ordination with the FAA, (2) co-ordination with Federal, State, and local agencies, (3) Federal grant assurances; (4) impacts on aeronautical use and airport infrastructure; (5) safe and efficient functioning of air traffic; etc.

City of Kenai
Fiscal Year 2022 Operating Budget

Fund 008 – Airport Fund
Department: 61 – Airport Terminal

Mission

Provide high quality, safe air travel services for the citizens of the Kenai Peninsula and visitors through services and facilities.

Functions & Responsibilities

The Kenai Airport Terminal is a two-story building, constructed in 1968, expanded in 1983, renovated in 1989 and 2001. In October 2018 a complete terminal building rehabilitation project started and was completed in September 2020. The project consisted of moving the west wall out seven-feet for additional baggage handling areas, new roof, siding, flooring, windows, boilers, baggage belt systems, mechanical, electrical, fire suppression systems, and a new security card access system. In addition, the tenants have new office and ticket counter areas. A new conference room at the south end of the building is available to rent. The café and the lounge also received new windows, flooring, and lighting.

The terminal has three enplanement gates and one deplanement gate to accommodate approximately 100,000 enplanements per year.

The ground floor of the terminal has a ticket counter, an office, and baggage belt systems, for three commuter airlines. Currently RAVN Alaska and Grant Aviation lease space in the terminal and provide approximately 20 flights per day to and from Anchorage. Baggage check-in is handled at the ticket counters, and there is separate baggage break-down and baggage claim areas with continuous conveyor belts. There are two rental car agencies with office and counter space available for a third. There is also a café and a bar/lounge on the second floor.

The terminal automobile parking area provides 529 parking spaces and is divided into three distinct areas by a looping one-way terminal loop road, which provides passenger loading and unloading areas in front of the terminal. The northern section is designated for long-term, permit and employee parking. The southern section provides spaces for rental cars, additional employee parking, and restaurant/lounge patrons.

Organizational Chart



Staffing

Position Title	FY18 Actual		FY19 Actual		FY20 Actual		Budgeted FY21		Requested FY22		Projected FY23	
	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade
Administrative Assistant II	.33	9	.33	9	.33	9	.33	9	.33	9	.33	9
Building Maintenance Lead Technician	.17	13	.17	13	.17	13	.17	14	.17	14	.17	14
Building Maintenance Technician	.17	12	.17	12	.17	12	.17	12	.17	12	.17	12
Airport Operations Specialist	1	11	1	11	1	11	1	11	1	11	1	11

Average Overtime Per Position (hours)

Position Title	FY18 Actual	FY19 Actual	FY20 Actual	Budgeted FY21	Requested FY22	Projected FY23
Administrative Assistant II	14	14	4	22	10	10
Building Maintenance Lead Technician	2	10	1	5	5	5
Building Maintenance Technician	0	5	0	5	5	5
Airport Operations Specialist	66	66	32.5	10*	74	74

*Projected through FY21

Performance Measures

FY	2017	2018	2019	2020	2021*	2022*
Enplanements	95,202	91,598	92,242	70,224	32,499*	48,920**
Percent Change from Previous Year	-4.09%	-3.79%	+7.0%	-23.67%	-53.72%	+9.3%
Percentage of tenant areas leased	86.46%	84.56%	84.56%	87.36%	87.36%	87.6%

*fiscal year to date (July 2020 – February 2021 averaged through June 2021. Number severely impacted by COVID-19 pandemic.

**Average based on July 2020 – February 2021 with slight increase in summer months

***Reduced due to terminal project completion

FY21 Department Goals Evaluation

Encourage and promote safe and economical travel through the Kenai Airport in support of Imagine Kenai 2030 City of Kenai Comprehensive Plan Goal 1 – Quality of Life to ensure that Kenai is a community where people are safe, Goal 4 – Public Improvements and Services to provide adequate public improvement services in Kenai, and Goal 5 – Provide transportation systems that are efficient and adequate to serve the regional needs of the community.

1. Design terminal Landscaping Project
 - Invitation to Bid in April 2021 to replace the lawn sprinkler system and the landscaping design.

2. Upgrade vehicle parking lot pavement, striping, lighting, signage, and fencing
 - *Project is being pushed back to FY2026 in the City's Capital Improvement Program until such time as revenue stream improves from the COVID-19 pandemic.*
3. Service Quality – customer satisfaction
 - *Terminal rehabilitation has greatly improved the customer experience in the terminal building; aesthetically, seating, mechanical, and electrical.*
4. Market vacant in-terminal tenant areas to 100% capacity
 - *Kenai Municipal Airport "Gate to the Peninsula" was featured in the September 2020 issue of Business View Magazine.*

FY22 Goals

1. When the COVID-19 pandemic subsides and the bidding environment improves, bid and enter into five-year agreements for the car rental agencies, restaurant, and the lounge concession agreements.

Future Considerations

Aviation recovery from the COVID-19 pandemic is expected to be very slow. Business and leisure travel are expected to stay on the decrease due to the new norm of working from home and virtual options. There will be ebbs and flows. Customers are expected to be focused on health and safety; masks, hand sanitization along with physical distancing.

City of Kenai
Fiscal Year 2022 Operating Budget

Fund 008 – Airport Fund
Department: 62 – Airport Airfield

Mission

To ensure the safety and security of aircraft and the traveling public and to operate the airport in compliance with the rules, regulations, and standards prescribed, including but not limited to, Title 14 of Code Federal Regulations part 139.

Functions & Responsibilities

The Kenai Municipal Airport is the primary commercial service airport on the Kenai Peninsula and is owned and operated by the City of Kenai. It has a grooved 7,855 ft. x 150-ft. CAT III runway, a 4,600 ft. x 150 ft. water runway, and a 2,000 ft. x 60 ft. gravel runway. Itinerant aircraft parking is provided at the southern end of the apron. The apron north of the terminal is designated for helicopter, medivacs, and a fueling operation. A 5,600sf Sand/SRE Storage building is being constructed just north of the Operations Facility with scheduled completion fall of 2021. The gravel runway is located in the northeast corner of the Airport and has access to the primary taxiways and apron by a taxiway along the east side. A gravel tie down area and vehicle parking area parallels the gravel runway along the east side. The gravel tie down area has 17 tie downs and parking areas are accessible by road through a secure gate at the north end of Willow Street.

The Airport Manager is responsible for overall management of the airport. The Airport Operation’s Supervisor position is responsible for the day-to-day maintenance and operations of the airfield including daily inspections, planning and allocation of resources, overseeing contractors, addressing complaints, interfacing with airport tenants and users. The Operations Supervisor participates in snow removal and maintenance activities as well as supervises two full-time Airport Operations Specialists, two winter seasonal equipment operators who work November 1 through March 31, and temporary call-in personnel.

Organizational Chart



Staffing

Position Title	FY18 Actual		FY19 Actual		Actual FY20		Actual FY21		Projected FY22		Projected FY23	
	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade
Airport Operations Supervisor	1	15	1	15	1	15	1	15	1	15	1	15
Airport Operations Specialist (2)	1	11	1	11	1	11	1	11	1	11	1	11
Temporary Equipment Operator	10	11	10	11	.19	11	.19	11	.19	11	.19	11
Seasonal Equipment Operator (2)	.83	11	.83	11	.83	11	.83	11	.83	11	.83	11

Average Overtime per Position (hours)

Position Title	FY18 Actual	FY19 Actual	FY20 Actual	Budgeted FY21	Projected FY22	Projected FY23
Airport Operations Supervisor	194	276	233	178	196	196
Airport Operations Specialist	180	214	188	132	74	74
Seasonal Equipment Operator	47	130	128	170	160	160
Temporary Equipment Operator	0	0	0	0	0	0

Performance Measures

(From Alaska Airport Pavement Inspection Report October 2018)

Pavement Section	Pavement Condition Index (PCI)
Runway 2L-20R	54.74
Taxiway	
Alpha	76.11
Bravo	89.00
Charlies	76.00
Delta	68.42
Echo	78.13
Foxtrot	86.75
Gulf	97.30
Hotel	95.00
Juliet	86.00
Kilo	71.00
Lima	46.00
Mike	70.00
Aircraft Tie Down Area	97.00
Apron	87.00

Performance Measures

(based on calendar year)

Pavement Condition Index (PCI)

Target PCI Range for Runways: 70 to 100

Target PCI Range for Taxiways and Aprons: 60 to 100

PCI Values	General Pavement Recommendations
85 - 100	Do Nothing or Preventative Maintenance
70 - 84	Preventative Maintenance
60 - 69	Corrective Maintenance
55 - 59	Rehabilitate
40 - 54	Rehabilitate
25 - 39	Reconstruct
10 - 24	Reconstruct
0 - 9	Reconstruct

CY	2017	2018	2019	2020	2021
Hazing Activity	52	87	129	86	93**
Bird Strikes	0	1	0	0*	0**
NOTAMS	1,971	1,003	1,120	1,135	1,260***
Letters of Correction (LOC)	1	1	1	0*	

*NO FAA Certification Inspection due to COVID-19

**FAA Inspection scheduled for 6/8/2021

**Based on 5-year average

FY21 Department Goals Evaluation

The following goals support the Imagine Kenai 2030 City of Kenai Comprehensive Plan Goal 5 – Transportation: Provide transportation systems that are efficient and adequate to serve the regional needs of the community:

1. Design and construct Sand/SRE Storage Building
 - Received a Phase 1 Construction grant in September 2020 for \$1,954,101. The grant dollars were at 100% between the FAA and CARES funds.
2. Track FAA Compliance: Percentage compliance of FAA Part 139 annual certification inspections; Letters of Correction, Percentage of airport certification (FAR 139) categories with zero finds.
 - There were no FAA inspections in 2020 due to the COVID-19 pandemic.

FY22 Department Goals

1. Secure FAA funded Phase 2 grant to complete the Sand/SRE Building.
2. Replace AIP Snow Removal Equipment (SRE) – 30-year old snow blower.
3. Perform crack sealing of runways/taxiways, apron areas to extend pavement life expectancy. Grant assurances 11 & 19.
4. Perform airfield marking to meet 49 CFR Marking standards Grant assurances 11 & 19.

Future Considerations

The FAA has made a final determination when airfield marking is AIP eligible: every 3-years unless related to a construction project and/or marking change. Marking will be the responsibility of the Airport budget when necessary to meet the specifications of 49 CFR 139.311 outside of the 3-year window.

Replacement of non-AIP eligible equipment: parking lot sweeper, screening plant.

City of Kenai
Fiscal Year 2022 Operating Budget

Fund 008 – Airport Fund
Department: 64 – Other Buildings & Areas

Mission

To encourage growth and development of lands by simplifying and streamlining processes to make the Kenai Municipal Airport and surrounding properties the best leasing environment of all the airports on the Kenai Peninsula.

Functions & Responsibilities

(Department revised to include Airport Reserve land activity in addition to the Float Plane Basin)

Airport Land is the real estate deeded to the City of Kenai by the Federal Aviation Administration (FAA) in 1963. The acquisition gave the City title to nearly 2,000 acres. Most of the land is located in the business district surrounding the Airport.

The 1963 deed requires the land be managed for Airport activities and support. The City invests the land sale proceeds in an Airport Land Sales Permanent Fund (ALSPF) which is to be used for support and operations of the Kenai Municipal Airport.

The 2008 Supplemental Planning Assessment established a Kenai Municipal Airport Reserve that is within the Airport Boundary line. Land within this reserve would not be sold and would be retained for long-term airport-related development. This reserve protects the existing and future airfield and associated safety zones, terminal area, airfield accessible lease lots, and lease areas adjacent to but without direct access to the airfield. Land outside the reserve could be leased or sold for non-aviation purposes after a release of airport land is obtained from the Federal Aviation Administration

The Float Plane Basin encompasses a 4,500-foot water runway for landing and take-off operations and a separate water lane for taxiing with parking slips. A major expansion of the landing channel was started in 2006 and completed in fall of 2007. Separate tie-down areas are available for private and commercial users and a 24-hr. self-fueling station is maintained by the airport at the basin. Transient parking and camping spots are available. Current KMC code prohibits the collection of landing fees for float planes; therefore, the only income from this area is from monthly and daily aircraft parking fees and fuel sales. The basin is closed to all operations during winter months.

Organizational Chart



Staffing

Position Title	FY18 Actual		FY19 Actual		FY20 Actual		Budgeted FY21		Requested FY22		Projected FY23	
	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade	Qty	Grade
City Planner/Planning Director	.30	16	.30	16	.30	16	.30	16	.30	18	.30	18
Building Maintenance Lead Technician	.17	12	.17	12	.17	12	.17	14	.17	14	.17	14
Building Maintenance Technician	.17	11	.17	11	.17	11	.17	12	.17	12	.17	12

Average Overtime Per Position (hours)

Position Title	FY18 Actual	FY19 Actual	FY20 Actual	Budgeted FY21	Requested FY22	Projected FY23
City Planner/Planning Director	8	2	1	9	N/A	N/A
Building Maintenance Lead Technician	2	10	1	5	5	5
Building Maintenance Technician	0	5	0	5	5	5

Performance Measures – Airport Lands

FY	2016	2017	2018	2019	2020	2021
Airport Land Sale Permanent Fund (ALSPF)		\$23,690,184				
Transfers into Airport Operations from ALSPF	\$1,142,714*	\$1,175,414*	\$1,210,348*	\$1,203,690*	\$908,811*	\$955,050*
Airport Fund Land Leases	\$ 687,256	\$ 674,781	\$ 691,152	\$ 570,675	\$563,293	\$504,665
Total # Airports Parcels	128	128	128	128	128	129
Total # Airport Parcels – in Reserve	61	61	61	61	61	61
Leased Parcels – in Reserve	26	26	26	26	26	27
Total # Airport Parcels – outside Reserve	67	67	67	67	67	67
Leased Parcels – outside Reserve	12	12	12	12	12	12
Special Use Permits – inside the Reserve	7	7	7	7	7	8
Special Use Permits – outside Reserve	0	0	0	0	0	0

*based on previous year's year-end balance of ALSPF

Performance Measures – Float Plane Basin

CY	2017	2018	2019	2020	2021*
Slips Available for Lease	20	20	20	21	20
Float Plane Slips Leased (tenants)	7	7	7	6	7
Slip Rental	\$ 560	\$ 600	\$ 800	\$ 740	\$ 680
Water Landings	489	806	694	600	635
Fuel Sold (Gallons)	3,790	4,266	6,348	2,063	3,873
Transient Parking Fees	\$ 100	\$ 200	\$ 120	\$ 100	\$ 128
Slips Available for Lease	No Data	20	20	20	20

* Projected 2021 figures based on previous five-year average

FY21 Department Goals Evaluation

The following goals support the Imagine Kenai 2030 City of Kenai Comprehensive Plan Goal 1: Quality of life; Goal 2: Provide economic development to support the fiscal health of Kenai; Goal 3 – Develop land use strategies to implement a forward-looking approach to community growth and development; Goal 4 – Provide adequate public improvements and Services in Kenai; and, Goal 5 – Transportation: Provide transportation systems that are efficient and adequate to serve the regional needs of the community:

1. Market for both private and commercial activities.
 - *Airport Administration did not attend any trade-shows due to COVID-19 however, the float plane basin facility was advertised in the Civil Air Patrol magazine and the September 2020 issue of Business View Magazine featured the Kenai Municipal Airport as the “Gateway to the Peninsula”.*
2. Construct taxiway Sierra to provide access to float plane basin facility.
 - *Project has been pushed out due to higher prioritized construction needs.*
3. Maintain/rehabilitate commercial and private slips.
 - *Slips were excavated, gates were repaired, and the basin was drained over the winter to freeze the aquatic weeds.*

FY22 Department Goals

1. Marketing of float plane basin slips and camping spots for float plane basin users.
 - Upgrade three camping spots for transient float plane traffic.
 - Install an informational sign with walking map of Kenai with a link to businesses, cabs, parks, trails, etc.
2. Drain Float Plane Basin every winter to kill heavy aquatic weeds.
3. Market Airport and lease lot development for growth and development while supporting existing businesses
 - *Kenai Municipal Airport “Gate to the Peninsula” was featured in the September 2020 issue of Business View Magazine.*

Future Considerations

Airfield improvements to attract lessees to float plane basin facility; possible gazebo and public viewing area for public, and developing lease lot areas. There is currently one lease lot available on the airfield.

City of Kenai
Fiscal Year 2022 Operating Budget

Fund 008 – Airport Fund
Department: 65 – Alaska Fire Training Facility

Mission

To be the premier aircraft and firefighting training facility for the State of Alaska.

Functions & Responsibilities

The 23,460 square foot Alaska Fire Training Facility was built in 1997. A FAA grant was received in September 2019 for rehabilitation of the building, training equipment and two new Aircraft Rescue Firefighting trucks. The building and training equipment rehabilitation was completed in Spring of 2020 and the new trucks (1,500 and 3,000-gallon OSHKOSHs) will arrive in the summer of 2021.

The facility was designed to provide Alaskan ARFF and mutual aid firefighter’s fire training with real-life hands-on-training in a safe, environmentally clean location with state-of-the-art training equipment. Firefighters will be able to receive the firefighting training that meets the 139.319 requirements for Index A-E airport personnel in scenarios replicating actual emergencies involving aircraft and structural/industrial settings.

The first floor is currently occupied by Beacon Occupational Health and Safety Services. The current agreement with Beacon expired December 31, 2012 but renews annually, unless notice of termination is given 180-days prior to year-end by either party. The second floor consisting of 3,800 square feet is available for lease. The Red Cross and the Kenai Boys and Girls currently lease offices and classrooms on the second floor.

Staffing - Under a Management Agreement

Performance Measures

FY	2017	2018	2019	2020	2021*	2022*
Students	No Data	No Data	472	333	300	300
Class Trainings	No Data	No Data	60	41	40	40
Facility Repairs & Maintenance	\$ 18,359	\$ 12,620	\$ 13,455	\$ 4,445	*\$ 1,000	*\$ 1,000

ARFF Vehicle Repair & Maintenance						
AP07 E-One 4x4	\$ 938	\$ 466	\$ 1,431	\$ 895	\$ 500*	\$ 500*
AP08 E-One 6x6	\$ 4,078	\$ 908	\$ 2,764	\$ 878	\$ 500*	\$ 500*
Generator (AP09)	N/A	N/A	N/A	\$ 75	\$ 50*	\$ 50*

**Projected figures based on fiscal year*

FY21 Department Goal Evaluations

The following goals support the Imagine Kenai 2030 City of Kenai Comprehensive Plan Goal 1: Promote and encourage Quality of Life in Kenai, Goal 2 - Provide Economic Development to support the fiscal health of Kenai, Goal 3 - Land Use, and Goal 4 - Public Improvements and Services:

1. Ensure the Alaska Fire Training Facility provides instructors, equipment, and technology necessary to meet current and future aircraft rescue and fighting training requirements.
 - *The rehabilitation project completed in 2020 has provided state-of-the art modern training equipment that creates real-world scenarios. New 1,500 & 3,000-gallon ARFF vehicles will allow students hands-on familiarization with the ARFF truck they have at their home airports.*

FY22 Department Goals

1. Negotiate or issue a Request for Proposals for a long-term management agreement at the Fire Training Facility that establishes:
 - a facility maintenance program.
 - a measurable goal to increase class/training participation at the facility.
 - trained, qualified, and motivated instructors for training programs that meet or exceed the requirements of the customer.
 - a program for accountability and efficiency with the available resources.
2. Ensure the Sponsor (City) has the obligated Sponsor share (6.25%) necessary for any FAA granting opportunities that arise.

Future Considerations

Long-range considerations should be given to the financial stability of the Alaska Regional Training Facility



"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: March 18, 2021

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

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

The Special Use Permit Application and the \$100 application fee were 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 July 1, 2021 through September 30, 2021.

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

Attachments



City of Kenai
Special Use Permit
Application

Application Date: 2/4/2021

Applicant Information

Name of Applicant:	State of Alaska, Division of Forestry						
Mailing Address:	42499 Sterling Hwy	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 260-4200				
E-mail: (Optional)	becky.howard@alaska.gov						
Name to Appear on Permit:	Division of Forestry						
Mailing Address:	42499 Sterling Hwy	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	Home Phone: ()		Work/ Message Phone: () 260-4200				
E-mail: (Optional)							
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property:
Kenai Tanker Base

Description of the proposed business or activity intended: **Firefighting Activity**

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? 4/1-9/30/2021

Requested Starting Date: 4/1/2021

Signature: *Rebecca Howard* Date: 2/4/2021

Print Name: Rebecca Howard Title: Administrative Asst II

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

SPECIAL USE PERMIT 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 July 1, 2021, and ending on September 30, 2021. Regardless of the date of signature, this Permit shall be effective as of July 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:

July	\$ 3025.00
August	\$ 3025.00
September	\$ 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 July 1, 2021. The effective date of the insurance shall be no later than July 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.

ATTEST:

Jamie Heinz, City Clerk

SEAL:

APPROVED AS TO FORM:



Scott M. Bloom, City Attorney

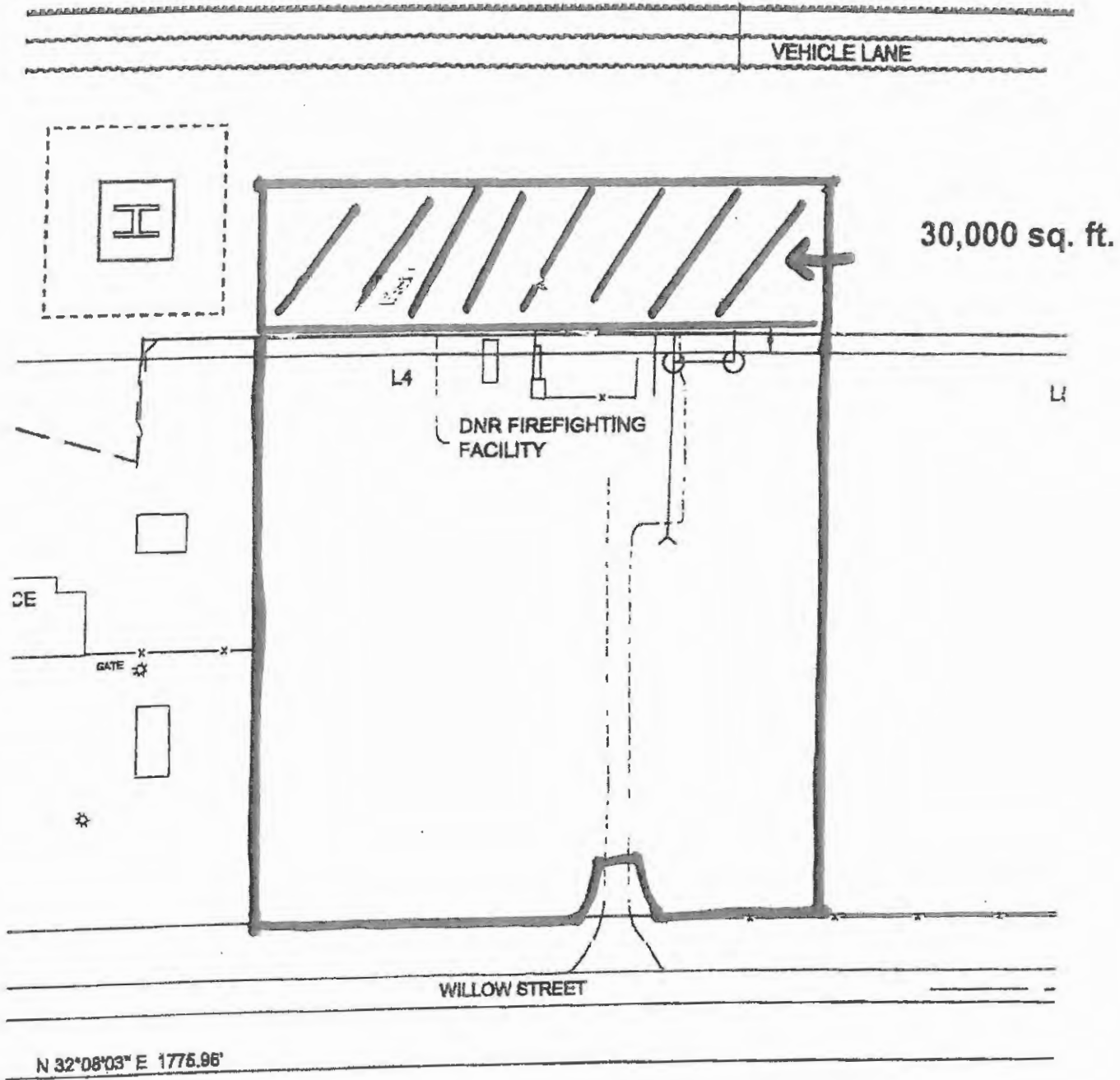


Exhibit A




"Serving the Greater Kenai Peninsula"

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

Memo

To: Airport Commission
Thru: Mary Bondurant – Airport Manager
From: Erica Brincefield - Assistant
Date: March 18, 2021
Subject: Pacific Star Seafoods, Inc. – Special Use Permit



Pacific Star Seafoods, Inc. is requesting a Special Use Permit for 15,000 square feet for aircraft loading and parking related to fish haul operations.

The Special Use Application and the \$100 application fee was received on February 18, 2021.

The Special Use Permit is effective June 1, 2021 through July 31, 2021.

Does Commission recommend Council approve the Special Use Permit to Pacific Star Seafoods, Inc.?

Attachments



City of Kenai
Special Use Permit
Application

Application Date: 2/18/21

Applicant Information

Name of Applicant:	PACIFIC STAR SEAFOODS			
Mailing Address:	PO BOX 190	City:	KENAI	State: AK Zip Code: 99611
Phone Number(s):	Home Phone: (907) 285-7000		Work/ Message Phone: (907) 283-7000	
E-mail: (Optional)	nateb@eefoods.com			
Name to Appear on Permit:	PACIFIC STAR SEAFOODS			
Mailing Address:	PO BOX 190	City:	KENAI	State: AK Zip Code: 99611
Phone Number(s):	Home Phone: (907) 283-7000		Work/ Message Phone: (907) 283-7000	
E-mail: (Optional)	nateb@eefoods.com			
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____			

Property Information

Legal or physical description of the property:
AIRPORT APPROX 15,000 SQFT

Description of the proposed business or activity intended:
OFF LOAD TOTES FISH, LOAD PALETS, FIBERTOTES BASIC ON

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? JUNE & JULY

Requested Starting Date: JUNE 1 2021

Signature:		Date:	2/18/21
Print Name:	NATHAN A BERLA	Title:	PLANT MANAGER

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

SPECIAL USE PERMIT 2021

The CITY OF KENAI (City) grants to PACIFIC STAR SEAFOODS, INC. (Permittee), whose address is 672 Bridge Access, Kenai, Alaska 99611, a Special Use Permit for the purpose of on or off-loading fish at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use 15,000 square feet as described in the attached diagram shown in the attached Exhibit A for the uses identified in this Permit.

2. **Term.** The term of this Permit shall be for two months commencing on June 1, 2021, and ending on July 31, 2021. Regardless of the date of signature, this Permit shall be effective as of June 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:

June	\$ 1,512.50
July	\$ 1,512.50

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

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

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of 10% per annum, and penalty of 10% shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination).

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

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

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

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

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

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

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

5. **Airport Operations.** Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

6. Inspection. The Federal Aviation Administration (FAA) and/or City shall have the right and authority to inspect, at any time for any purpose whatsoever, the Premises as well as any and all equipment used by the Permittee under this Permit.

7. Coordination with Airport Management. Permittee shall coordinate all activities on the Airport with Airport Management, or a designated representative, and shall abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee.

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

9. Insurance. Permittee shall secure and keep in force adequate insurance, as stated below, to protect City and Permittee. Where specific limits are stated, the limits are the minimum acceptable limits. If Permittee's insurance policy contains higher limits, City is entitled to coverage to the extent of the higher limits.

A. Commercial General Liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. The policy must include an endorsement under which the insurer extends coverage to Permittee's fuel handling activities. The policy must name the City as an additional insured.

B. Worker's compensation insurance with coverage for all employees engaged in work under this Permit or at the Premises as required by AS 23.30.045. Permittee is further responsible to provide worker's compensation insurance for any subcontractor who directly or indirectly provides services to Permittee under this Permit.

C. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the Permittee uses on the Airport. The policy must name the City as an additional insured.

D. All insurance required must meet the following additional requirements:

- i. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements,

or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.

- iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by June 1, 2021. The effective date of the insurance shall be no later than June 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

PACIFIC STAR SEAFOODS, INC.

By: _____
Paul Ostrander Date

By: _____
Nate Berga

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Nate Berga, Plant Manager, Pacific Star Seafoods, Inc., on behalf of the State of Alaska.


Notary Public for Alaska
My Commission Expires: _____

ATTEST:

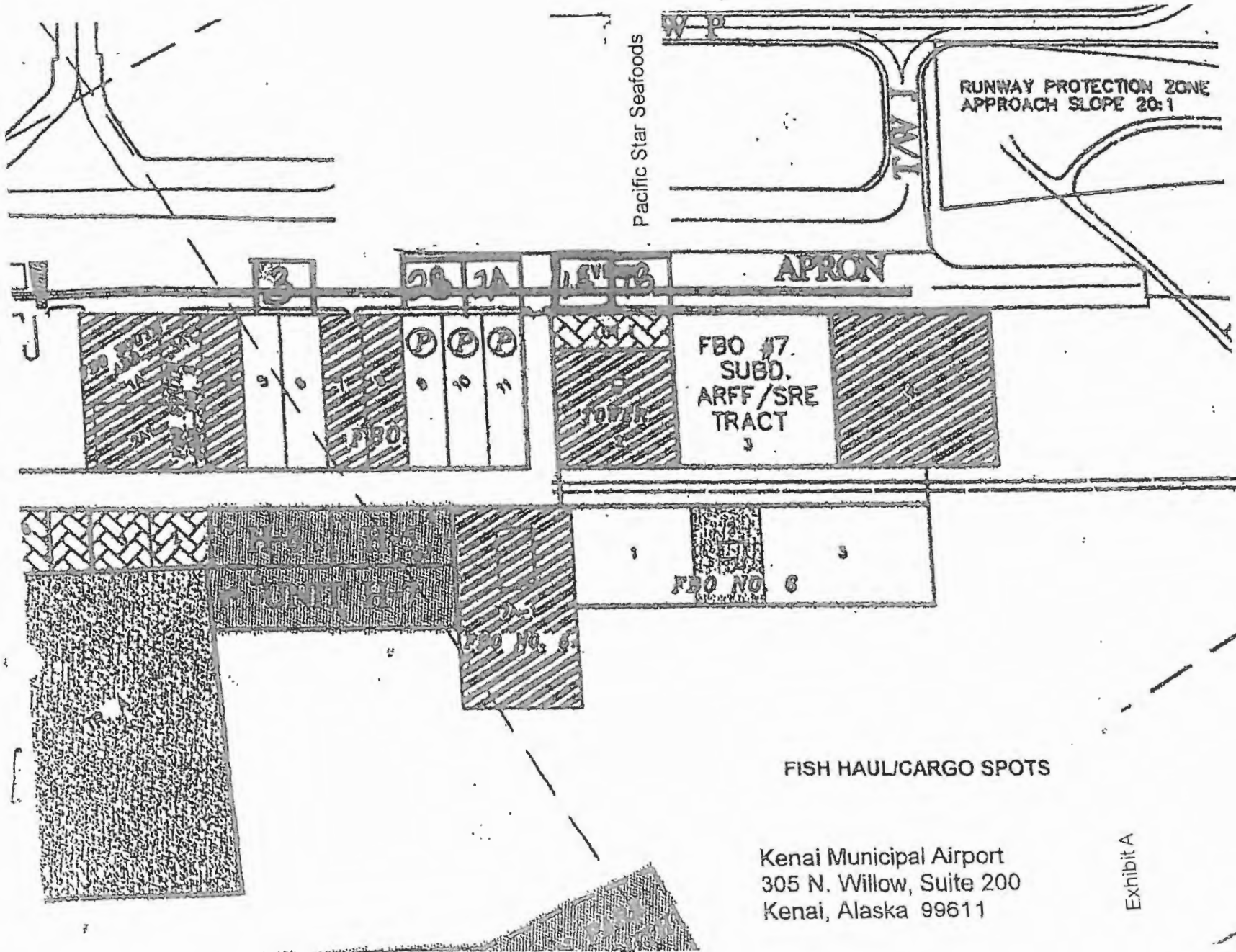
Jamie Heinz, City Clerk

SEAL:

APPROVED AS TO FORM:



Scott M. Bloom, City Attorney



Pacific Star Seafoods

RUNWAY PROTECTION ZONE
APPROACH SLOPE 20:1

APRON

FBO #7.
SUBD.
ARFF/SRE
TRACT

FBO NO. 6

FISH HAUL/CARGO SPOTS

Kenai Municipal Airport
305 N. Willow, Suite 200
Kenai, Alaska 99611

Exhibit A



"Serving the Greater Kenai Peninsula"

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

Memo

To: Airport Commission

Through: Mary Bondurant – Airport Manager 

From: Erica Brincefield - Assistant

Date: March 25, 2021

Subject: ***Everts Air Fuel, Inc. - Special Use Permit***

Everts Air Fuel, Inc. is requesting a Special Use Permit for approximately 30,000 square feet of apron for aircraft loading and parking. The Special Use Permit will be effective for one year from July 1, 2021 to June 30, 2022.

Everts Air Fuel, Inc. has submitted the Special Use Permit application and paid the fee. Evert's Air Fuel is current in all fees owed to the City and a current Certificate of Insurance is on file.

Does Commission recommend Council approve the Special Use Permit to Everts Air Fuel, Inc.?

Attachment



**City of Kenai
Special Use Permit
Application**

Application Date: 3-23-21

Applicant Information

Name of Applicant:	<u>Erik M. Newbrook EAFGM</u>				
Mailing Address:	<u>PO Box 60908</u>	City:	<u>Fairbanks</u>	State:	<u>AK</u>
		Zip Code:	<u>99706</u>		
Phone Number(s):	<u>Home Phone: (907) 888-4577</u>		<u>Work/ Message Phone: (907) 450-2770</u>		
E-mail: (Optional)	<u>eafgm@evertsair.com</u>				
Name to Appear on Permit:	<u>EVERTS AIR FUEL, Inc.</u>				
Mailing Address:	<u>PO Box 60908</u>	City:	<u>Fairbanks</u>	State:	<u>AK</u>
		Zip Code:	<u>99706</u>		
Phone Number(s):	<u>Home Phone: (907) 888-4577</u>		<u>Work/ Message Phone: (907) 450-2770</u>		
E-mail: (Optional)	<u>fuel@evertsair.com</u>				
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

Property Information

Legal or physical description of the property:
Kenai Municipal Airport use of 30,000 square feet in Exhibit A

Description of the proposed business or activity intended:
SIC 4522 - Air transport non-scheduled
SIC 4581 - Airplane Service

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? One Year

Requested Starting Date: July 1st 2021

Signature:	<u>Erik M. Newbrook</u>	Date:	<u>3-23-21</u>
Print Name:	<u>Erik M. Newbrook</u>	Title:	<u>GM</u>

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

SPECIAL USE PERMIT – 2021

The CITY OF KENAI (City) grants to EVERTS AIR FUEL, INC. (Permittee), whose address is P.O. Box 60908, Fairbanks, AK 99706, 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 Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2021 and ending on June 30, 2022. Regardless of the date of signature, this Permit shall be effective as of July 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 of \$3,025.00 plus applicable sales tax.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of One Hundred Dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of 10% per annum, and penalty of 10% shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination)

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

Aircraft Loading 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 July 1, 2021. The effective date of the insurance shall be no later than July 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 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 Everts Air Fuel, Inc. and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

CITY OF KENAI

EVERTS AIR FUEL, INC.

By: _____
Paul Ostrander Date
City Manager

By: _____
Erik Newbrook Date
General Manager

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Paul Ostrander, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Erik Newbrook, General Manager, Everts Air Fuel, Inc., on behalf of the State of Alaska.


Notary Public for Alaska
My Commission Expires: _____

ATTEST:

Jamie Heinz, City Clerk

SEAL:

APPROVED AS TO FORM:



Scott M. Bloom, City Attorney

EXHIBIT A

Everts Air Fuel
30,000 sqft

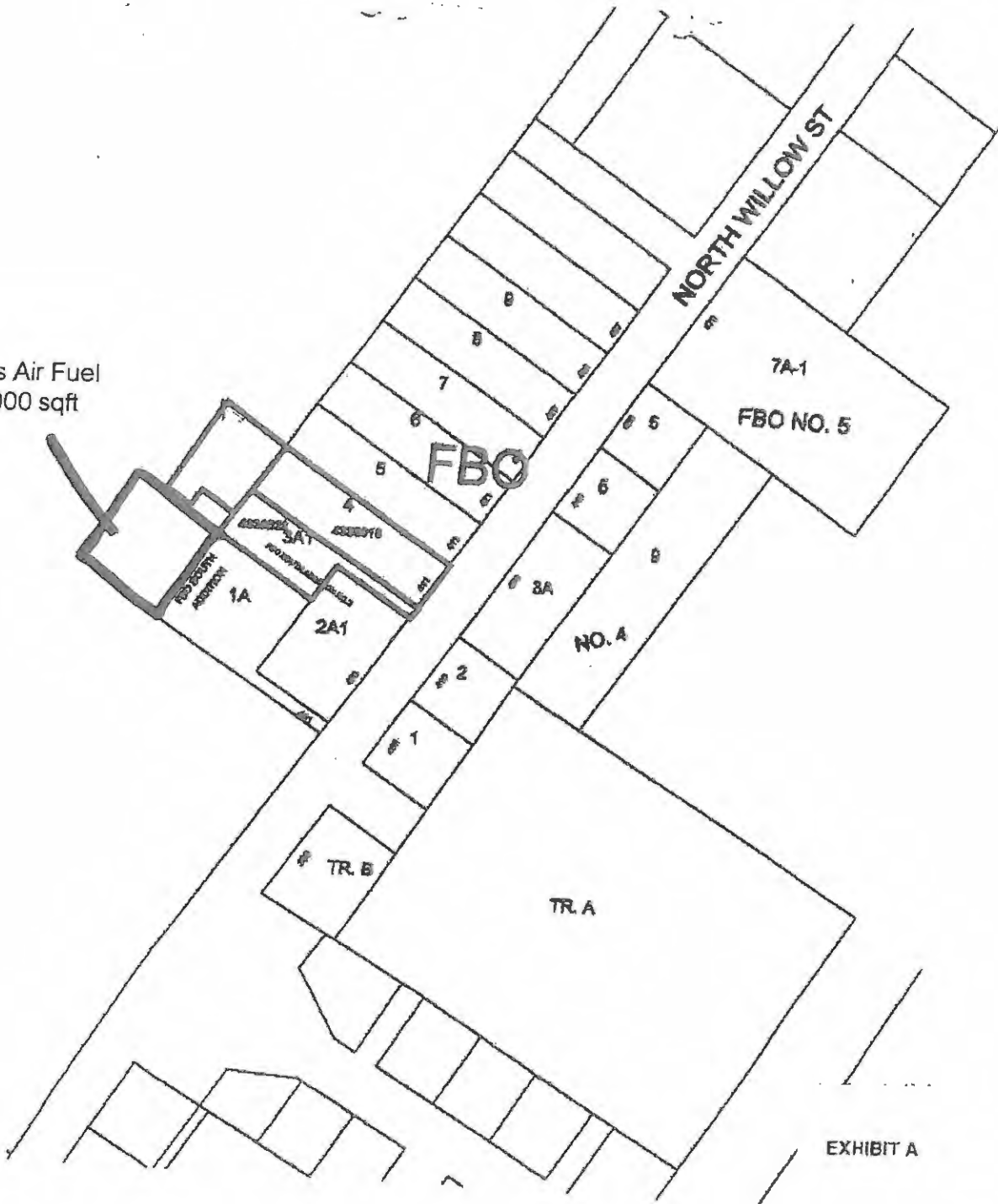


EXHIBIT A



"Serving the Greater Kenai Peninsula"

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

Memo

To: Airport Commission
Through: Mary Bondurant – Airport Manager
From: Erica Brincefield - Assistant
Date: March 25, 2021
Subject: *United Parcel Service Co., Inc. - Special Use Permit*

United Parcel Service Co., Inc. is requesting a Special Use Permit for approximately 4,000 square feet of apron for aircraft loading and parking. The Special Use Permit will be effective for one year from July 1, 2021 to June 30, 2022.

United Parcel Service Co., Inc. has submitted the Special Use Permit application and paid the fee. United Parcel Service is current in all fees owed to the City and a current Certificate of Insurance is on file.

Does Commission recommend Council approve the Special Use Permit to UPSCO United Parcel Service Co., Inc.?

Attachment



City of Kenai Special Use Permit Application

Application Date: 03/24/2021

Applicant Information

Name of Applicant:	TYLER M. NEESE						
Mailing Address:	6200 LOCKHEED AVENUE	City:	ANCHORAGE	State:	AK	Zip Code:	99502
Phone Number(s):	Home Phone: (907) 351-4112		Work/ Message Phone: (907) 249-6285				
E-mail: (Optional)	TMNEESE@UPS.COM						

Name to Appear on Permit:	TYLER M. NEESE UPS						
Mailing Address:	6200 LOCKHEED AVENUE	City:	ANCHORAGE	State:	AK	Zip Code:	99502
Phone Number(s):	Home Phone: (907) 351-4112		Work/ Message Phone: (907) 249-6285				
E-mail: (Optional)	TMNEESE@UPS.COM						
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____						

Property Information

Legal or physical description of the property: MULTIPLE BAY DOOR WAREHOUSE.

Description of the proposed business or activity intended:
UPS FACILITY TO SORT VOLUME INTO PACKAGE CARS FOR DELIVERING.

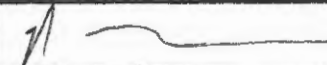
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? 1 YEAR

Requested Starting Date: 03/26/2021

Signature:  Date: 03/24/2021

Print Name: TYLER M. NEESE Title: EXTENDED CENTER MANAGER

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

SPECIAL USE PERMIT 2021

The CITY OF KENAI (City) grants to UPSCO United Parcel Service Co., Inc. (Permittee), whose address is 6200 Lockheed Ave., Anchorage, AK 99502, 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 4,000 square feet as described in the attached Exhibit A for the uses identified in this Permit.
2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2021 and ending on June 30, 2022. Regardless of the date of signature, this Permit shall be effective as of July 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 of \$403.33 plus applicable sales tax.
 - B. **Proximity Card for Gate Access:** In addition to the general permit fee, Permittee shall pay a deposit of one hundred dollars (\$100.00) for the use of each proximity card issued to Permittee by City to allow for gate access to the Airport to conduct the uses permitted hereunder. City shall refund this deposit to Permittee when the card is returned to City. City may exercise a right of offset to apply the deposit to any outstanding balance due to City from Permittee at the termination of this Permit.
 - C. **Other Fees:** City may assess additional fees for aviation or aviation support activities and uses not defined in this Permit. If a fee has not been established for those activities or services, a fee will be established by the Airport Manager.

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of ten percent (10%) per annum, and penalty of ten percent (10%) shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination)

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

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.

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

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

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

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

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

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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.

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25. Definitions. As used in this Permit, "Permittee" means UPSCO, United Parcel Service Co., Inc. and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

CITY OF KENAI

UPSCO

By: _____
Paul Ostrander Date
City Manager

By: _____
Tyler McNeese Date
Extended Center Manager

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by PAUL OSTRANDER, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Tyler McNeese, the Extended Center Manager, on behalf of UPSCO, United Parcel Service Co., Inc.

Notary Public for Alaska
My Commission Expires: _____

Approved as to Form:



Scott Bloom
City Attorney



Exhibit A



"Serving the Greater Kenai Peninsula"

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

Memo

To: Airport Commission

Through: Mary Bondurant – Airport Manager 

From: Erica Brincefield - Assistant

Date: March 25, 2021

Subject: ***Empire Airlines, Inc. - Special Use Permit***

Empire Airlines, Inc. is requesting a Special Use Permit for aircraft parking on approximately 11,250 square feet of apron space. The Special Use Permit will be effective for one year from July 1, 2021 to June 30, 2022.

Empire Airlines has submitted the Special Use Permit Application and paid the fee. Empire Airlines is current in all fees owed to the City and a current Certificate of Insurance is on file.

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

Attachment



City of Kenai Special Use Permit Application

Application Date: 3/11/21

Applicant Information

Name of Applicant:	Empire Airlines				
Mailing Address:	11559 N Atlas Rd	City:	Hayden	State:	ID Zip Code: 83835
Phone Number(s):	Home Phone: (208) 292-3850		Work/ Message Phone: (208) 292-3848		
E-mail: (Optional)	randyl@empireairlines.com				
Name to Appear on Permit:	Empire Airlines				
Mailing Address:	same as applicant	City:		State:	Zip Code:
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____				

Property Information

Legal or physical description of the property:
Adjacent to Fedex lot 7 + 8.

Description of the proposed business or activity intended:
Loading & load/unload C208 aircraft.

Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location? YES NO

Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances? YES NO

If you answered yes to any of the above questions, please explain:

What is the term requested (not to exceed one year)? one year

Requested Starting Date: At expiration of current SUP.

Signature: R Lafell Date: 3/11/21

Print Name: Randell Lafell Title: VP Ops

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

SPECIAL USE PERMIT- 2021

The CITY OF KENAI (City) grants to EMPIRE AIRLINES, INC. (Permittee), whose address is 11559 N. Atlas Road, Hayden, ID 83835, a Special Use Permit for the purpose of aircraft parking 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 11,250 square feet as described in the attached Exhibit A for the uses identified in this Permit.

2. **Term.** The term of this Permit shall be for 1 year commencing on July 1, 2021 and ending on June 30, 2022. Regardless of the date of signature, this Permit shall be effective as of July 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 of \$1,134.37 plus applicable sales tax.

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

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

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of ten percent (10%) per annum, and penalty of ten percent (10%) shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination)

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

Aircraft 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 thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2021. The effective date of the insurance shall be no later than July 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 fifty feet (50') of any aircraft fuel facility or fuel truck.

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

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

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

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

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

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

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

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

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

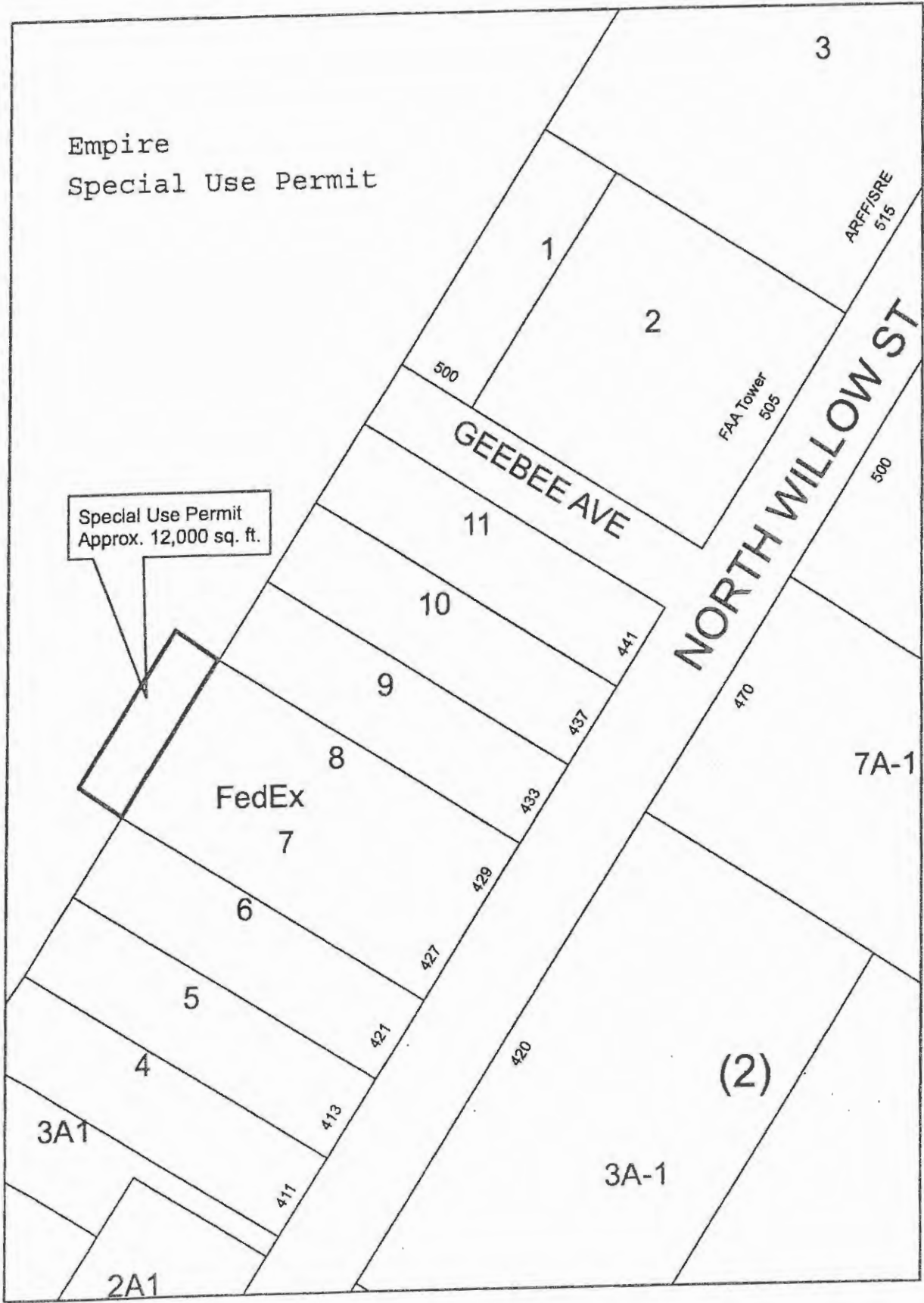
21. Personalty. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination 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 thirty (30) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than thirty (30) days, to protect public health and safety or due to a failure of Permittee to comply with condition or term of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

23. Landing Fees; Fee Schedule. Timely payment of landing fees and other required Airport fees is a condition of this Permit and, as such, failure to timely pay landing and other airport fees is grounds for termination. Without limiting the foregoing, Permittee shall pay landing fees for aircraft landings as set out in the City's comprehensive schedule of rates, charges and fees. Permittee shall make payment within thirty (30) days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten (10) days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

24. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within ninety (90) days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three (3) consecutive weeks not more than thirty (30) days nor less than seven (7) days before the time of the auction.

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



Empire
Special Use Permit

Special Use Permit
Approx. 12,000 sq. ft.

GEEBEE AVE

NORTH WILLOW ST

FedEx

FAA Tower
505

ARFFISRE
515

7A-1

(2)

3A-1

3A1

2A1

EXHIBIT A



"Serving the Greater Kenai Peninsula"

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

FAX 907-283-3737

Memo

To: Airport Commission

Through: Mary Bondurant - Airport Manager 

From: Erica Brincefield – Assistant

Date: March 15, 2021

Subject: First Amendment to Agreement for Janitorial Services

On July 1, 2020 the City of Kenai entered into an Agreement for Janitorial Services with Reborn Again Janitorial Services, for a period of one year with the option to extend for an additional four (4) years if the City and contractor mutually agree in writing.

The Contractor requests to renew under the same terms and conditions. The Airport has a current Certificate of Insurance on file.

Attached for your review and recommendation is the First Amendment to Agreement for Janitorial Services which shall be effective July 1, 2021.

Does Commission recommend Council approve the First Amendment to Agreement for Janitorial Services with Reborn Again Janitorial Services?

Attachment

FIRST AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES

The Agreement for Janitorial Services made the 1st day of July 2020, by and between the CITY OF KENAI, hereinafter called "Owner", whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and, Reborn Again Janitorial Services, whose mailing address is P.O.Box 927, Kenai, AK 99611, hereinafter called "Contractor," is hereby amended as follows:

1). Pursuant to Section 2 of the Agreement for Janitorial Services the term of the Agreement for Janitorial Service for the Kenai Municipal Airport is extended for one year, beginning on July 1, 2021 and ending on June 30, 2022.

2). All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

DATED this ____ day of June 2021.

CITY OF KENAI

By: _____
Paul Ostrander, City Manager

Reborn Again Janitorial Services

Reborn Again Janitorial Services

By: _____
Sylvia Trevino, Owner

By: _____
Erica Jackson, Owner



"Serving the Greater Kenai Peninsula"

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

MEMO

To: Airport Commission

From: Mary Bondurant – Airport Manager 

Date: April 1, 2021

Subject: Airport Land Brochure – Updated

The Airport has been working with the Planning Department to update the Airport Land Brochure that was originally published in October of 2018. Multiple changes were made and the updated brochure is attached.

This brochure has been well-received by both lessee's and potential lessee's and is a valuable marketing tool. The brochure will be updated on an annual basis to provide the most up-to-date information on available lands to lease at the Kenai Airport.

Please contact me if you have any questions.

Attachment

AVAILABLE
LEASE LANDS



YOUR COMMERCIAL AIR TRANSPORTATION GATEWAY TO THE KENAI PENINSULA & COOK INLET

Partner with us!

The Kenai Municipal Airport & City of Kenai
at the heart of the Cook Inlet oil and gas basin.

Now offering new industrial lease lots and development
incentives both on and off the Airport.

visit www.kenai.city/airport | 907.283.8223



CITY OF KENAI

210 Fidalgo Avenue
907.283.8223 ph
907.283.3014 fax
www.kenai.city/airport
4.2021

Kenai Municipal Airport Available Lease Lands (On-Airport)

Kenai Peninsula Borough Parcel No. 04327034
 Legal Description: Tract C-1, Gusty Subdivision
 Acreage: 1.91
 FY20 Annual Rent: \$3,528.16
 Located in Runway Protection Zone, which prohibits construction of any permanent structures. Generally level lot in raw state. Perfect for yard storage.

1

Kenai Peninsula Borough Parcel No. 04324026
 Legal Description: Lot 9A, Block 5, GAA
 Acreage: 1.07
 FY20 Annual Rent: \$13,852.96
 Cleared, gravel lot with apron and Main Street Road frontage. All public utilities available to lot.

2

Kenai Peninsula Borough Parcel No. 04324030
 Legal Description: Tract A2, General Aviation No. 7
 Acreage: 2.83
 FY20 Annual Rent: Subject to Appraisal
 Lot in raw state and requires subdivision and appraisal. Located near terminal with apron and Main Street Road frontage. All public utilities available to lot.

3

Kenai Peninsula Borough Parcel No. 04322008
 Legal Description: Lot 8, Block 2, Cook Inlet Industrial Airpark
 Acreage: 1.21
 FY20 Annual Rent: \$15,584.08
 Lot in raw state. Access from Trading Bay Road. All public utilities available to lot.

4

Kenai Peninsula Borough Parcel No. 04322020
 Legal Description: Lot 3, Block 5, Cook Inlet Industrial Airpark
 Acreage: .48
 FY20 Annual Rent: \$5,921.92
 Lot in raw state. Access from Airport Way. All public utilities available to lot.

5



Kenai Peninsula Borough Parcel No. 04322021
 Legal Description: Lot 4, Block 5, Cook Inlet Industrial Airpark
 Acreage: .48
 FY20 Annual Rent: \$5,966.56
 Lot in raw state. Access from Airport Way. All public utilities available to lot.

6

Kenai Peninsula Borough Parcel No. 04336004
 Legal Description: Lot 2, Block 2 FBO Subdivision
 Acreage: .51
 FY20 Annual Rent: \$6,528.08
 Lot in raw state. Access from N. Willow. All public utilities available to lot.

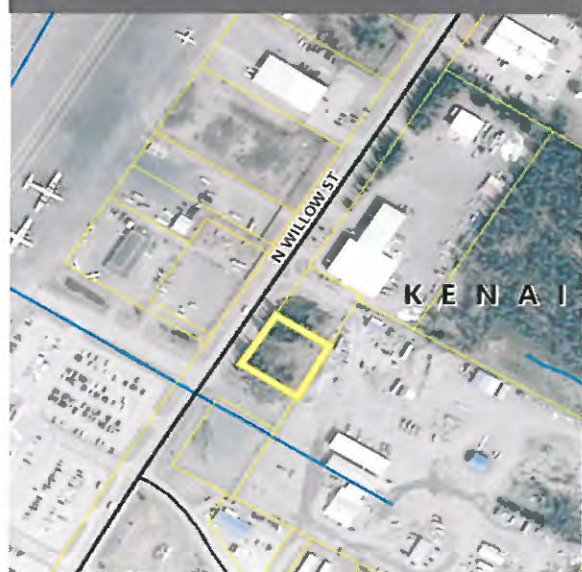
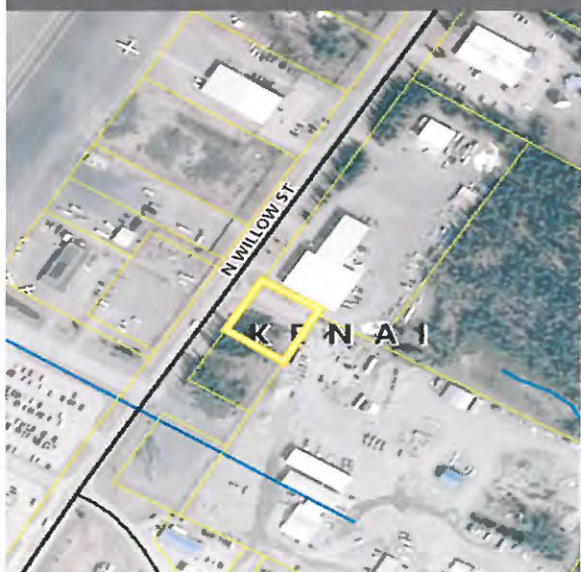
7

Kenai Peninsula Borough Parcel No. 04336003
 Legal Description: Lot 1, Block 2 FBO Subdivision
 Acreage: .53
 FY20 Annual Rent: \$6,785.52
 Lot in raw state. Access from N. Willow. All public utilities available to lot.

8

Kenai Peninsula Borough Parcel No. 04336049
 Legal Description: Lot 5A, Block 1, FBO Subdivision
 Acreage: 1.8
 FY20 Annual Rent: \$6,360.24
 Apron frontage, cleared lot with apron and N. Willow Access. All public utilities available to lot.

9



Kenai Municipal Airport Available Lease Lands (On-Airport)

Kenai Peninsula Borough Parcel No. 04501056
 Legal Description: NW ¼ NW Sec. 33 W of Marathon Road
 Acreage: 17.85
 FY20 Annual Rent: Subject to Appraisal
 Lot in raw state, heavily treed and requires subdivision. Access from N. Willow and Marathon Road. All public utilities available to lot.

10



Kenai Peninsula Borough Parcel No. 04336036
 Legal Description: Lot 3, FBO Subdivision No. 6
 Acreage: 2.44
 FY20 Annual Rent: \$18,022.32
 Lot in raw state, heavily treed. All public utilities available to lot. Lot adjacent to Kenai Animal Control and across from Airport Operations. Access from N. Willow.

11



Kenai Peninsula Borough Parcel No. 04336043
 Legal Description: Lot 5, FBO Subdivision
 Acreage: 3.6
 FY20 Annual Rent: Subject to Appraisal
 Lot in raw state, heavily treed. All public utilities available to lot. Access from N. Willow.

12



Kenai Peninsula Borough Parcel No. 04501031
 Legal Description: Tract A1, Baron Park 2007 Replat
 Acreage: 13.12
 FY20 Annual Rent: \$36,360.80
 Lease entire lot or subdived portion. Lot in raw state, heavily treed. All public utilities available to lot. Access from Marathon Road across from Industrial Park.

13



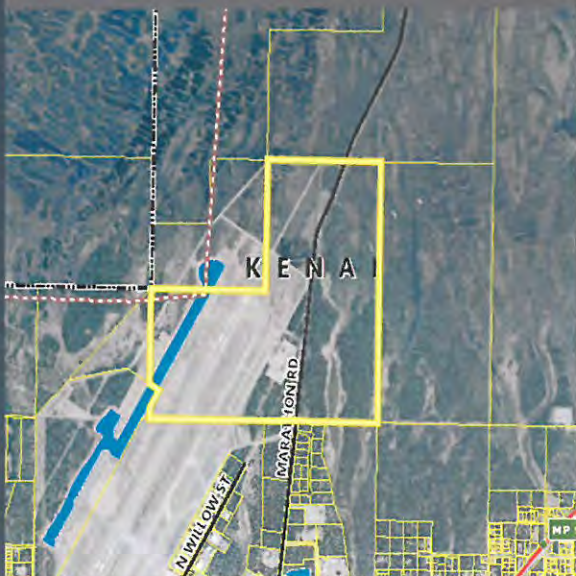
Kenai Peninsula Borough Parcel No. 04336034
 Legal Description: Lot 1, FBO Subdivision
 Acreage: 1.72
 FY20 Annual Rent: \$12,721.68
 Lot in raw state, heavily treed. All public utilities available to lot. Lot adjacent to Kenai Animal Control. Access from N. Willow.

14



Kenai Peninsula Borough Parcel No. 04101021
 Legal Description: Portion of W ½ of Sec. 28 & SE ¼ of Section 29
 Acreage: 478
 FY20 Annual Rent: Subject to Appraisal
 Requires subdivision. Lot in raw state. All public utilities available to lot. Apron access and access from Marathon Road.

15



Kenai Peninsula Borough Parcel No. 04101022
 Legal Description: Portion of SW ¼, Section 29, Excluding Airport Float Plane Basin
 Acreage: 37
 FY20 Annual Rent: Subject to Appraisal
 Requires subdivision. Lot in raw state.

16



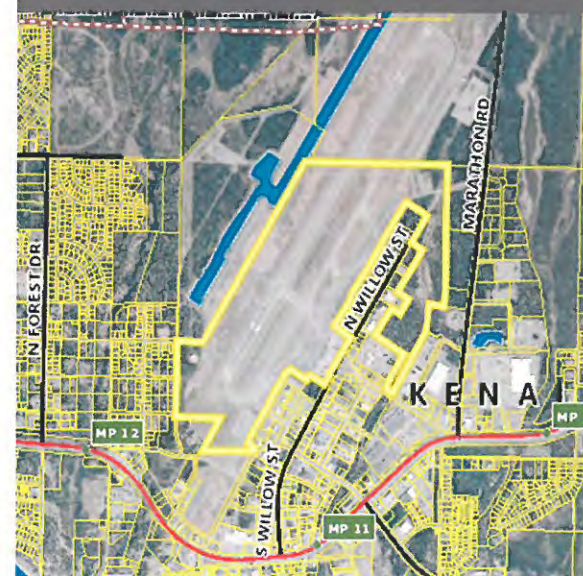
Kenai Peninsula Borough Parcel No. 04318043
 Legal Description: Portion of Tract A, Kenai Airport Float Plane Basin Replat
 Acreage: 160.71
 FY20 Annual Rent: Subject to Appraisal
 Requires subdivision to exclude the Kenai float plane basin, which includes a 4,653-foot long and 250-foot wide water runway.

17



Kenai Peninsula Borough Parcel No. 04318044
 Legal Description: Portion of Section 32, excluding Float Plane Basin and Apron
 Acreage: 330
 FY20 Annual Rent: Subject to Appraisal
 Requires subdivision to exclude Airport apron.

18



Kenai Peninsula Borough Parcel No. 04336001
 Legal Description: Tract A, FBO Subdivision
 Acreage: 10.96
 FY20 Annual Rent: Subject to Appraisal
 Lease entire lot or subdived portion. Cleared, gravel lot with buildings. All public utilities available to lot. Access from N Willow and Airport Way.

19





Kenai Municipal Airport

YOUR COMMERCIAL AIR TRANSPORTATION GATEWAY TO THE KENAI PENINSULA & COOK INLET

The Kenai Municipal Airport is a full-service 49 CFR part 139 non-hub primary airport with two commuter airlines offering scheduled service to Anchorage seven days a week with 15-20 flights per day. Charter services are also available. The Automated Flight Service Station is open 24 hours a day, and a contract Air Traffic Control Tower is located on field. Credit card fuel pumps are available 24-hours a day for both wheeled and float aircraft in addition to aircraft maintenance and avionics shops. Two runways and a floatplane basin accommodate a variety of aircraft (7,855 x

x 150 foot wide grooved, asphalt runway; 2,000 foot long x 60 foot wide gravel runway; 4,600 foot x 252 foot wide water runway). Instrument landing system (ILS) to Runway 20R. Class I, Aircraft rescue and firefighting (ARFF) Index A with 24-hour fire response. The terminal includes a restaurant and lounge as well as car rental services and office space. Large and small lots, central location, and extensive aviation facilities and natural features nearby. New industrial lease lots are available for development as well as lots with access to the apron or Float Plane Basin.



LEASE BENEFITS

- LOW UP-FRONT COSTS
- UP TO 45-YEAR LEASE TERM
- LEASE CREDITS FOR SITE PREPARATION WORK
- PREDICTABLE ANNUAL RENT
- FAVORABLE DISPOSITION OF IMPROVEMENTS
- SIGNATORY LANDING FEES
- PREDETERMINED CONDITIONS FOR EXTENSION AND RENEWAL

The best leasing environment on the Kenai Peninsula

PARTNER WITH US!

In 1963, the FAA transferred ownership of nearly 2,000 acres of land to the City of Kenai. Most of the land is located in the core business area of Kenai surrounding the Kenai Airport, and the sale of some of these lands formed the basis for economic development in Kenai. In 2018, The City revised its land leasing program to encourage growth and development of lands by simplifying and streamlining processes to make the Kenai Municipal Airport and surrounding properties the best leasing environment of all the airports on the Kenai Peninsula.

THE CITY OF KENAI

The City of Kenai is an All-America City located on the Kenai Peninsula where the Kenai River meets Cook Inlet. Kenai is the heart of activity on the Kenai Peninsula with industries that include oil, natural gas, commercial fishing, and tourism.

VIEW AVAILABLE LEASE LOTS ONLINE!

kenai.maps.arcgis.com



Multiple lots available perfect for:

- Retail, service, and office space
- Warehouse, production, and manufacturing facilities
- Aircraft transportation, aviation, and marine-related services
- A variety of other services including: education, health, legal, tourism, and non-profit
- General aviation, air taxi, air cargo, aircraft parking, rental, hangars, fueling, aviation service providers

Off-Airport Lease Opportunities

KENAI AIRPORT INDUSTRIAL PARK

Demand for land along Marathon Road is growing for industrial users as industrial land in the Kenai Commercial Core is diminishing. Kenai Industrial Subdivision and Commercial Loop was improved with a gravel roadbed and public water and sewer in 2013. 1/4 mile from the Kenai Municipal Airport.



VACANT COMMERCIAL & INDUSTRIAL LANDS

Contact the City of Kenai for additional information on vacant commercial & industrial lands near the Kenai Airport.





**City of Kenai
Land Lease Application**

Application for: New Lease
 Amendment Extension
 Assignment Renewal

Application Date: _____

Applicant Information

Name of Applicant: _____				
Mailing Address: _____		City: _____	State: _____	Zip Code: _____
Phone Number(s): Home Phone: _____		Work/ Message Phone: _____		
E-mail: (Optional) _____				
Name to Appear on Lease: _____				
Mailing Address: _____		City: _____	State: _____	Zip Code: _____
Phone Number(s): Home Phone: _____		Work/ Message Phone: _____		
E-mail: (Optional) _____				
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other _____			

Property Information and Term Requested

Legal description of property (or, if subdivision is required, a brief description of property):

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

1. Do you believe the proposed subdivision would serve other City purposes? YES NO

2. If determined it does not, applicant is responsible for all subdivision costs. Initials _____

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

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

Do you have or have you ever had a Lease with the City? (if Yes, answer next question) YES NO

1. Legal or brief description of property leased:

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

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

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

Requested Starting Date: _____

Proposed Use and Improvements

Proposed Use (check one): Aeronautical Non-Aeronautical

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

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

2. What is the proposed use of the improvement?

3. What is the estimated value of the improvement?

4. What is the nature and type of improvement?

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

Describe the proposed business or activity intended:

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

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

Lease Renewal Only

Renewal of an Existing Lease (at least one year of term remaining): Requires new development.
 Lease Term based on: Estimated cost of new improvements and Purchase Price (optional)

Renewal of an Expiring Lease (less than one year of term remaining): Does not require new development.
 Lease Term based on: Purchase Price Professional Estimate of Remaining Useful Life
 Fair Market Value appraisal and/or Estimated cost of new improvements (optional)

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

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

Signature: _____	Date: _____
Print Name: _____	Title: _____

For City Use Only: General Fund Airport Reserve Land
 Airport Fund Outside Airport Reserve

Account Number: _____

Date Application Fee Received: _____
 Date Application Determined Complete: _____
 30-Day Notice Publication Date: _____
 City Council Action/Resolution: _____

Your Commercial Air Transportation Gateway to the Kenai Peninsula & Cook Inlet!

AVAILABLE
LEASE LANDS

FREQUENTLY ASKED QUESTIONS

Q: DOES LAND HAVE TO BE LEASED OR CAN IT BE PURCHASED?

A: City-owned land within the Airport Reserve cannot be purchased.

Q: HOW DO I APPLY FOR A LEASE?

A: Applicants must be at least 18 years of age, a legal entity authorized to conduct business in Alaska, or acting on behalf of such an entity. Applicants must complete an Application Form and pay a non-refundable application fee of \$100.

Q: HOW LONG DOES IT TAKE FOR A LEASE APPLICATION TO BE APPROVED?

A: The typical lease application review process takes 60-90 days.

Q: HOW IS THE LENGTH OF LEASE DETERMINED?

A: The length of term for an initial lease is based on the amount of investment the applicant proposes to make in the construction of new permanent improvements on the premises according to the term table: kenai.municipal.codes/KMC/21.10.080

Q: HOW IS THE ANNUAL RENT DETERMINED?

A: Annual rent is determined at 8% of the fair market value appraisal of the land, excluding improvements, and annual rents for each parcel are published in the City's schedule of fees. Rent is adjusted annually based on the rate of inflation determined by the Consumer Price Index (CPI). Every ten years, the City conducts an Airport Market Analysis to determine whether a market adjustment is necessary.

Q: HOW DO DEVELOPMENT INCENTIVES WORK?

A: The City offers temporary development incentives to encourage investment in the form of a credit applied toward rent for a maximum of five years. The credit may only include the value of site preparation work on the leased premises to include clearing and grubbing, unclassified excavation, classified fill and back fill, a crushed aggregate base course, and utility extensions. A request for the credit will need to be accepted and approved by the City prior to any work being performed.

kenai.municipal.codes/KMC/21.10.100

For a complete list of FAQ's see: Kenai Municipal Airport Land Lease Within the Airport Reserve Frequently Asked Questions





Kenai City Council - Regular Meeting

March 17, 2021 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

Action Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED PUBLIC COMMENTS

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

C. UNSCHEDULED PUBLIC COMMENTS

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

D. PUBLIC HEARINGS

6. **ADOPTED UNANIMOUSLY. Resolution No. 2021-18** - Authorizing an Amendment of the Shop Local Economic Stimulus Program to Extend the Dates of the Program and Authorizing the City Manager to Execute an Amendment to the Professional Services Agreement with the Kenai Chamber of Commerce and Visitor Center for Administration of the Program.
1. **ENACTED UNANIMOUSLY. Ordinance No. 3195-2021** - Accepting and Appropriating Funds in the Airport Fund, and Accepting Grants from the Federal Aviation Administration Under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021.
2. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2021-14** - Further Extending the Disaster Emergency Declaration for the City of Kenai Made on March 18, 2020 in Response to the COVID-19 Health Emergency.
3. **ADOPTED UNANIMOUSLY. Resolution No. 2021-15** - Approving Development Incentives Per Kenai Municipal Code 21.10.100. for a Lease of Airport Reserve Lands Between the City of Kenai and Alaska Air Fuel, Inc. on 2.52± Acre Portion of Lot 5, FBO Subdivision No. 8.

4. **ADOPTED UNANIMOUSLY. Resolution No. 2021-16** - Approving an Application Extension Until October 8, 2021 Per Kenai Municipal Code 21.10.050 for Alaska Air Fuel, Inc. for a 2.52± Acre Portion of Lot 5, FBO Subdivision No. 8.
5. **ADOPTED UNANIMOUSLY. Resolution No. 2021-17** - Authorizing a Budget Transfer Within the General Fund – Buildings Division for Professional Services as a Result of Personnel Vacancy.
7. **ADOPTED UNANIMOUSLY. Resolution No. 2021-19** - Authorizing an Agreement for Professional Engineering Services to Begin Assessments for the Master Plan for Water & Sewer Facilities and Equipment.

E. MINUTES

1. **APPROVED BY THE CONSENT AGENDA.** *Regular Meeting of March 3, 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. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.** *Ordinance No. 3196-2021 - Accepting and Appropriating Federal Funds from the Institute of Museum and Library Services Passed Through the Alaska State Library for Employee Training.
4. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.** *Ordinance No. 3197-2021 - Amending Kenai Municipal Code Section 23.50.010 - Employee Classification, to Amend the Class, Title, and Range, to Include a Capital Projects Manager.
5. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.** *Ordinance No. 3198-2021 - Amending Kenai Municipal Code Section 1.15.130 - Telephonic Participation, to Provide for Remote Electronic Participation.
6. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.** *Ordinance No. 3199-2021 - Conditionally Waiving Certain Provisions of Title 17- Public Utilities and Enterprises, Related to Penalty, Interest and Shutoff for Nonpayment of Fees for Water and Sewer Utility Customers that Certified to the City That They Were Impacted by COVID-19 Pursuant to the City Manager's Executive Order No. 2 During the Effective Period of the City's Emergency Disaster Declaration.
7. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.** *Ordinance No. 3200-2021 - Accepting and Appropriating an Amendment to 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.

8. **INTRODUCED BY THE CONSENT AGENDA/PUBLIC HEARING SET FOR 4/7/2021.**
*Ordinance No. 3201-2021 - Increasing Estimated Revenues and Appropriations in the Airport Fund and Appropriating Funds in the Airport Snow Removal Equipment Capital Project Fund for the Purchase of Snow Removal Equipment – Multi-Purpose Broom/Blower.
9. **APPROVED UNANIMOUSLY. Action/Approval** - Special Use Permit to Alaska Air Fuel, Inc. for Office, Parking and Utilities.
10. **Discussion** - COVID-19 Response.
11. **SET FOR 4/20/2021 AND 4/22/2021. Discussion** - Set Meetings for Council Personnel Evaluations.

H. COMMISSION / COMMITTEE REPORTS

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

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

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

K. ADDITIONAL PUBLIC COMMENT

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

L. EXECUTIVE SESSION

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Purchase Orders Between \$2,500 and \$15,000
2. Kenai Peninsula Orchestra Letter of Thanks

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85021157210>

Meeting ID: 850 2115 7210 **Passcode:** 245673

OR

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

Meeting ID: 850 2115 7210 **Passcode:** 245673



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: March 8, 2021
SUBJECT: **Airport Mid-Month Report March 2021**

2019 Alaska Fire Training Facility Rehabilitation & Acquire Aircraft Rescue and Firefighting Trucks (ARFF) – This project has reached the closeout stage. The two OSHKOSH ARFF vehicles are scheduled for delivery in July 2021.

2020 Land Acquisition – The ALP updates have been made and will be available for City Administration review the week of March 15, 2021. After City review, the updated pages will be submitted to the FAA for review and approval.

2020 Sand/SRE Storage Building – This project is ramping up for the spring start-up. Project is scheduled for completion in fall of 2021.

In-house Activities:

Airport Administration and Operations Staff

- Updated Airport Emergency Control Plan is being distributed to all plan participants.
- The City has received two grant applications from the FAA totaling \$1,303,238 from the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRSSA).
- City Administration met with FAA officials on March 4, 2021, to discuss and review the 5-year Airport Capital Improvement Plan. The FAA is in support of the proposed plan.
- Working on revisions to the Airport's FY22 budget narratives.
- The Kenai Airport land brochure is being updated and will soon be sent to the printer.
- The Operations crew continues to perform snow and ice operations due to the long winter season with many snow events.
- Designing a new sign for the Float Plane Basin that highlights sites to see in the City of Kenai.



CITY OF KENAI

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY OF KENAI, ALASKA, AUTHORIZING A BUDGET TRANSFER IN THE AIRPORT FUND, AIRFIELD DEPARTMENT AND AUTHORIZING AWARD OF A CONTRACT FOR SAND SCREENING.

WHEREAS, Ordinance No. 3182-2021 passed at the February 17, 2021, appropriated \$50,000 from the Airport Special Revenue Fund to advertise a bid seeking assistance with the screening of Airport owned sand for snow and ice control; and,

WHEREAS, on February 21, 2021, a formal invitation to bid was released for a contract to screen 6,000 CY of Airport owned sand that meets FAA specifications with bids due on March 24, 2021; and,

WHEREAS, two responsive bids were received:

Contractor	Lump Sum Bid
Triangle Recycling, LLC	\$ 58,800
Dibble Creek Rock Ltd.	\$ 96,000

; and,

WHEREAS, additional funds are necessary to award the bid and sufficient funds are available in the Airport Special Revenue Fund; and,

WHEREAS, award of a contract to Triangle Recycling, LLC, the lowest responsive bidder, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the following budget revision is authorized.

Airport Fund:

Decrease Expenditures:

Airfield – Repair & Maintenance \$ 8,800

Increase Expenditures:

Airfield – Operating & Repair Supplies \$ 8,800

Section 2. That the City Manager is authorized to execute a contract with Triangle Recycling, LLC in the amount of \$58,800 for screening of Airport-owned sand for use during winter operations at the Kenai Municipal Airport.

Section 3. That this resolution takes effect immediately upon passage.



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members

THROUGH: Paul Ostrander, City Manager

FROM: Mary Bondurant, Airport Manager

DATE: March 29, 2021

SUBJECT: **Resolution No. 2021-22 – Authorizing Award of a Contract for Sand Screening**

In efforts to reduce Airfield operating costs, a formal Invitation to Bid was advertised on February 21, 2021 seeking assistance with screening Airport owned sand to meet the Federal Aviation Administration (FAA) recommendations of Advisory Circular 150/5200-30D. Meeting these specifications will allow the Airport to use the sand for snow and ice control on the Airport.

The Airport has previously rented a screening plant and screened the sand ourselves over the past three years. However, the company sold the screening plant, and the Airport paid approximately \$30,000 for 1,500 CY of FAA spec'd sand in FY21. A sand stockpile of 6,000 CY will give the Airport 3-4 years of sand, representing a cost savings of approximately \$60,000.

Thank you for your consideration.



Sponsored by: Administration

CITY OF KENAI

ORDINANCE NO. 3201-2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, INCREASING ESTIMATED REVENUES AND APPROPRIATIONS IN THE AIRPORT FUND AND APPROPRIATING FUNDS IN THE AIRPORT SNOW REMOVAL EQUIPMENT CAPITAL PROJECT FUND FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT – MULTI-PURPOSE BROOM/BLOWER.

WHEREAS, the 1993 OSHKOSH Multi-purpose broom/blower is out-of-service and has exceeded its useful life; and,

WHEREAS, this multi-purpose unit has had the engine rebuilt three times and requires another engine and clutch rebuild with repairs starting at \$45,000; and,

WHEREAS, this multi-purpose unit was scheduled for replacement in FY22; however, due to the extensive and costly repairs needed, the Federal Aviation Administration (FAA) supports adding the replacement of this unit to the FY21 program; and,

WHEREAS, new and reliable equipment will improve the Airport's capability to effectively address snow and ice conditions with dependable equipment aiding safe aircraft operations; and,

WHEREAS, snow removal equipment is Airport Capital Improvement Plan (AIP) eligible and grant funds are expected in the spring of 2021; and,

WHEREAS, the City intends to advertise an Invitation to Bid in April 2021 to have a bid in hand for the grant application in May 2021; and,

WHEREAS, at that time a follow-up ordinance will be provided to Council showing the final costs, appropriating the FAA grant funds, and City share; and,

WHEREAS, this appropriation is in the best interest of the City.

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

Section 1. That the estimated revenues and appropriations be increased as follows:

Airport Special Revenue Fund:

Increase Estimated Revenues –	
Appropriation of Fund Balance	<u>\$800,000</u>
Increase Appropriations –	

Transfer to Airport Snow Removal Equipment Capital Fund \$800,000

Airport Snow Removal Capital Project Fund:

Increase Estimated Revenues –
Transfer from Airport Special Revenue Fund \$800,000

Increase Appropriations –
Equipment \$800,000

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 immediately upon enactment.

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 7th day of April, 2021

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, CMC, City Clerk

Approved by Finance: *Spencer R. Best*

Introduced: March 17, 2021
Enacted: April 7, 2021
Effective: April 7, 2021



KENAI

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

MEMORANDUM

TO: Mayor Gabriel and Council Members
THROUGH: Paul Ostrander, City Manager
FROM: Mary Bondurant, Airport Manager
DATE: March 9, 2021
SUBJECT: **Ordinance No. 3201-2021 – Fund Appropriation for Airport Snow Removal Equipment**

The Airport is proposing to advertise an Invitation to Bid in April 2021 for a new piece of Snow Removal Equipment (SRE).

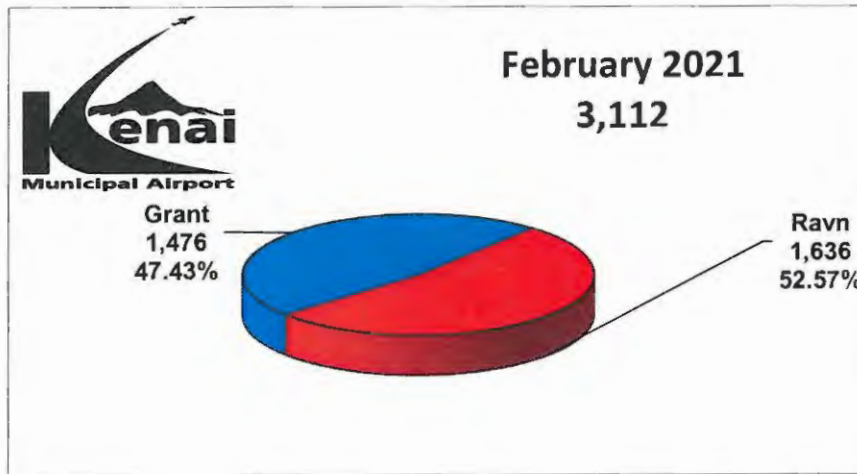
The 1993 Oshkosh Multipurpose unit has exceeded its useful life, and repairs again are extensive and costly. This unit was scheduled in the Airport Capital Improvement Plan for replacement in FY22; however, it is down and out of service.

We are electing to move forward as soon as possible for replacement due to the 300 day build time on this unit. The Airport is down to one snow blower.

The FAA is in full support of the adding of this pop-up project to the FY21 program and provided direction to move forward with an Invitation to Bid. The timeline for submitting FY21 grant applications is May 3, 2021.

Thank you for your consideration.

February
Enplanement Report



Month	RAVN ALASKA	GRANT AVIATION	Total 2021	2020	Change from 2020
January	1,606	1,783	3,389	6,390	-3,001
February	1,636	1,476	3,112	5,930	-2,818
March				1,317	
April				359	
May				702	
June				1,367	
July				2,445	
August				3,063	
September				2,806	
October				2,606	
November				2,366	
December				3,080	
Totals	3,242	3,259	6,501	32,431	-5,819

Terminal - Vehicle Parking Revenues

February		FY20 Total	
FY20	\$15,445	FY20 Total	\$171,739
FY21	\$8,373	FY21 YTD	\$57,306





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2021-21

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA APPROVING DEVELOPMENT INCENTIVES FOR A LEASE OF AIRPORT RESERVE LANDS FOR SCHILLING RENTALS, LLC., ON LOT 5A, BLOCK 1, FBO SUBDIVISION 2018 REPLAT.

WHEREAS, the Kenai City Council approved of a 45-year lease application from Schilling Rentals on March 18, 2020, for Lot 5A, Block 1, FBO Subdivision 2018 Replat to be used as a hangar for rotor and fixed wing aircraft and crew quarters; and,

WHEREAS, Schilling Rentals submitted an application for temporary development incentives that meets requirements of Kenai Municipal Code 21.10.100, Temporary Development Incentives, on March 26, 2021; and,

WHEREAS, Schilling Rentals has provided an estimated value of \$200,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, classified excavation, and utility extensions; and,

WHEREAS, Kenai Municipal Code 21.10.100 requires Council approval of temporary development incentives; 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 RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, as follows:

Section 1. That the temporary development incentives with an estimated value of \$200,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, classified excavation, and utility extensions is approved for credit for temporary development incentives. Credit may be applied towards rent for a maximum of five (5) years.

Section 2. That this Resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 7th day of April, 2021.

BRIAN GABRIEL SR., MAYOR

ATTEST:

Jamie Heinz, MMC, City Clerk



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: March 30, 2021
SUBJECT: **Resolution No. 2021-21 – Approving Development Incentives for a Lease to Schilling Rentals**

City Council approved a 45-year lease application from Schilling Rentals on March 18, 2020, for Lot 5A, Block 1, FBO Subdivision 2018 Replat to be used as a hangar for rotor and fixed-wing aircraft and crew quarters. A lease has been delivered to Schilling Rentals, and Council approved a lease execution extension to May 31, 2021 due to unforeseen circumstances of the COVID-19 public health emergency and its impact on business plans.

Kenai Municipal Code 21.10.100 requires Council approval of temporary development incentives. This resolution will approve development incentives for this lease. A Development Incentive Application was received on March 26, 2021 for an estimated value of \$200,000 for the following eligible work activities: clearing and grubbing, unclassified excavation, classified excavation, and utility extensions. If approved by Council, the applicant will still need to provide an estimate of the value of the work, including a scope of work, prepared by a qualified engineer licensed to work in Alaska to the City and accepted prior to work being performed. In addition, a certification from a qualified engineer that the accepted scope of work has been completed must be provided to the City and accepted at the completion of the site preparation work in order for the credit to be applied towards rent for a maximum of 5 years. The annual rent for the first year of the lease is \$13,114.88.

Thank you for your consideration.

Attachment:
City of Kenai Lease Development Incentive Application received March 26, 2021 from Schilling Rentals



City of Kenai Lease Development Incentive Application

Application Date: _____

Applicant Information

Name of Applicant:	SCHILLING RENTALS LLC						
Mailing Address:	PO BOX 3426	City:	KENAI	State:	AK	Zip Code:	99611
Phone Number(s):	Home Phone:		Work/ Message Phone: 907-283-7556				
E-mail: (Optional)	admin@schillingrentalsllc.com						

Lease Information

Eligible development

To qualify for a lease credit toward rent for a **maximum of five years**, an applicant for a new lease, extension, or renewal must complete commercial development on the property within two years to receive the credit, which is based on the value of site preparation work on the leased premises. Examples of eligible work include: clearing and grubbing, unclassified excavation, classified fill and back fill, and utility extensions.

Required documentation

1. An estimate of the value of the work, including a scope of work, prepared by a qualified engineer licensed to work in Alaska must be provided to the City and accepted **prior to work being performed**. Any changes to the estimate must be provided to the City and accepted prior to work being performed to be eligible for the credit.
2. A certification from a qualified engineer that the accepted scope of work has been completed must be provided to the City and accepted at the completion of the work for the credit to be applied.

Application is for:

- Existing Lease Property
- New Land Lease Application

Description of property:

413 N WILLOW ST.

Description of work to be completed:

- Clearing and grubbing
- Unclassified Excavation
- Classified Excavation
- Utility Extensions
- Other:

Estimated value of work: \$200,000.00

Estimated start date:

Estimated completion date:

Attachment(s):

- Scope of work
- Other:

By signing and dating below, the applicant agrees to fulfill the above requirements and understands that if these requirements are not met, the applicant will not be eligible for a development credit toward rent.

Signature:	<i>Michael Schilling</i>	Date:	3/26/2021
Print Name:	MICHAEL SCHILLING	Title:	MEMBER

For City Use Only: <input type="checkbox"/> General Fund <input type="checkbox"/> Airport Reserve Land <input type="checkbox"/> Airport Fund <input type="checkbox"/> Outside Airport Reserve	Date Application Received: _____ Date Scope of Work Approved: _____ Amount of Credit Applied: _____
---	---



Lease Application

413 North Willow Street
Kenai Peninsula Borough Parcel #: 04336049
Lot 5A, FBO Subdivision 2018 Replat
February 2020



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

Mary Bondurant

From: Warden, Kristi (FAA) <Kristi.Warden@faa.gov>
Sent: Friday, March 5, 2021 9:38 AM
To: John.Binder; roger.maggard@alaska.gov; patty.wahto@jnuaairport.com; Paul Ostrander; Mary Bondurant; william.falsey@anchorageak.gov; squeen@soldotna.org; 'nwallace@palmerak.org'; info@north-slope.org; 'Ken F. Green'; mayor@ci.wasilla.ak.us; agiddings@ci.wasilla.ak.us; d.cleveland@kwinhagak.org; f.cleveland@kwinhagak.org; hugh.bevan@cityofsitka.org; venetiетribal@hotmail.com; nenanamayor@gmail.com; nenanaclerk@gmail.com; Elizabeth Church; Frank Kelly
Cc: Clark, Rodney (FAA)
Subject: Important information about your role in preventing human trafficking

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

Airport Sponsors –

Please see the below email from Winsome Lenfert, our Acting FAA Associate Administrator for Airports:

The leadership of the United States Department of Transportation (DOT) deeply appreciates that more than 150 airports have already pledged to collaborate with Federal, state and local agencies as well as industry associations, airlines and other commercial entities, and many other stakeholders to help combat human trafficking.

Human trafficking is a form of modern day slavery that involves the use of force, fraud, or coercion to obtain labor or a commercial sex act. The crime is a multi-billion-dollar enterprise affecting 24.9 million men, women, and children globally according to the International Labor Organization, with intersections across all modes of transportation, including the aviation sector.

When equipped with the knowledge to recognize and report potential instances of human trafficking, aviation stakeholders (such as airports, airlines, contract personnel, and concessionaires) can play an important role in helping to intercept and stop human trafficking. To address the intersection of human trafficking and transportation, the Department of Transportation (DOT) offers two initiatives:

Transportation Leaders Against Human Trafficking

DOT's [Transportation Leaders Against Human Trafficking \(TLAHT\)](#) initiative maximizes the transportation industry's collective impact in combating human trafficking. TLAHT's 500+ [partners](#), including airports and airlines, take action by issuing [leadership statements](#), signing [pledges](#), developing reporting protocols, [training](#) over 1.3 million employees, and conducting [public awareness](#) campaigns. To support TLAHT partners, modal [logos](#) and [posters](#) are made available digitally for stakeholders to customize and print, or to use as a reference in developing your own public awareness materials. DOT also cobrands public awareness campaigns by TLAHT partners, such as A21's [Can You See Me?](#) public awareness campaign that was conducted at Dallas Fort Worth, O'Hare, JFK, LaGuardia, and Dulles airports with videos and posters. Airports, airlines, contract personnel, concessionaires, and other aviation stakeholders interested in becoming TLAHT partners can sign the TLAHT [pledge](#).

Blue Lightning Initiative

The Blue Lightning Initiative (www.transportation.gov/administrations/office-policy/blue-lightning-initiative) (BLI), led by DOT, the Department of Homeland Security, and U.S. Customs and Border Protection, is an element of the DHS Blue Campaign. BLI provides aviation industry personnel with a voluntary mechanism to

identify potential human trafficking victims and notify federal authorities. To date, more than 100,000 personnel in the aviation industry have been trained through BLI, and actionable tips continue to be reported to law enforcement. The training provides Part 121 and 135 operators with an easy means of fulfilling the statutory requirement to provide flight attendants and certain customer service personnel with training regarding recognizing and responding to potential human trafficking victims. BLI materials include the training, posters, a pocket guide, a lanyard card, and ads. To learn more about the program, and to watch a 3-minute video previewing the training, visit the Blue Lightning Initiative page. Airports, airlines, and aviation industry organizations interested in becoming BLI partners can send an email to both trafficking@dot.gov and bluecampaign@hq.dhs.gov.

Thank you in advance for your continued help in educating the people you work with about this critical problem.



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