

**JANUARY 4, 2023  
CITY COUNCIL MEETING  
ADDITIONAL MATERIAL/REVISIONS**

**REQUESTED ADDITIONS TO THE PACKET:**

<b><u>ACTION</u></b>	<b><u>ITEM</u></b>	<b><u>REQUESTED BY</u></b>
Add item G.7.	<b>Action/Approval</b> <ul style="list-style-type: none"><li>• Special Use Permit to Beacon Occupational Health &amp; Safety for Exclusive Lease Space in the Alaska Fire Training Center.</li></ul>	Administration



# KENAI

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

## MEMORANDUM

**TO:** Mayor Gabriel and Council Members

**THROUGH:** Paul Ostrander, City Manager

**FROM:** Eland Conway, Airport Manager

**DATE:** December 30, 2022

**SUBJECT:** **Beacon Occupational Health & Safety Services – Special Use Permit**

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Beacon Occupational Health & Safety Services requests a special use permit to use 1,716 square feet of exclusive general office space and 2,250 square feet of common use space. The monthly fee will be \$5,468.16 plus applicable sales tax. In addition to the monthly fee, Beacon will be responsible for custodial services for exclusive use space, standard City of Kenai Insurance requirements, refuse, telecommunications, internet and tenant signage. The City of Kenai will be responsible for custodial services for common use space, building insurance, snow removal, general maintenance, grounds maintenance, gas, electric and water and waste water. The special use permit will be effective for one year beginning January 1, 2023 to December 31, 2023.

Your consideration is appreciated.



**City of Kenai  
Special Use Permit  
Application**

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 Permit:							
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**

Legal or physical description of the property:			
Description of the proposed business or activity intended:			
Is the area to be used in front of or immediately adjacent to any established business offering the same or similar products or services upon a fixed location?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Would the use under this permit interfere with other businesses through excessive noise, odor, or other nuisances?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
If you answered yes to any of the above questions, please explain:			
What is the term requested (not to exceed one year)?			
Requested Starting Date:			
Signature:	<i>Amanda Johnson</i>	Date:	
Print Name:		Title:	

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

## SPECIAL USE PERMIT

**THE CITY OF KENAI (CITY)** for the considerations and pursuant to the conditions and requirements set forth below, hereby grants **Beacon Occupational Health & Safety Services (PERMITTEE)**, whose address is 701 East Tudor Road, #110, Anchorage, Alaska 99503 the exclusive right to use the area described below:

1,716 square feet of exclusive office space and 2,250 square feet of common use space inside the Alaska Regional Fire Training Center, located at 450 Daubenspeck Cir, Kenai, Alaska 99611.

**1. TERM.** The term of this Permit shall be for 1 year commencing on January 1, 2023 and ending on December 31, 2023. Regardless of the date of signature, this Permit shall be effective as of January 1, 2023.

**2. 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 \$5,468.16, plus applicable sales tax.

**B. Other Fees:** Permittee is responsible for custodial services for exclusive use space, refuse, telecommunications, internet and tenant signage. City shall be responsible for custodial services for common use space, building insurance, snow removal, general maintenance, grounds maintenance, gas, electric, and water and waste water.

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)

**3. USE.** City authorizes Permittee the exclusive right to use 1,716 square feet for General Office Space and 2,250 square feet of non-exclusive common use space as identified in Exhibit A.

**4. LICENSES AND PERMITS; LAWS.** Permittee shall adhere to all federal, state,

and local laws, ordinances, and regulations while conducting its activities on the Premises. Permittee shall obtain and maintain all required federal, state, and local licenses, permits, certificates, and other documents required for Permittee's operations under the Permit. Permittee shall provide proof of compliance to the City upon request by the City.

**5. 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 January 1, 2023. The effective date of the insurance shall be no later than January 1, 2023.

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.

**6. 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 premises. Permittee shall provide all proper safeguards and shall assume all risks incurred in its activities on and access to the Alaska Regional Fire Training Center and its exercise of the privileges granted in this Permit.

**7. INDEMNITY, DEFEND, AND HOLD HARMLESS AGREEMENT.** Permittee agrees to indemnify, defend, and hold the City, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with the Permittee's use or occupation of the Premises. Permittee shall give the City of Kenai reasonable notice of any such claims or actions. However, Permittee shall not be responsible for any damage or claims from the sole negligence, activities, or omission of the City or its agents or employees.

**8. PERSONALITY.** Permittee must keep the space and all other materials on the Premises clean and in good condition.

Permittee shall remove any and all personal property 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 personal property of Permittee at or from the Premises.

**9. NO WAIVER.** Failure to insist upon a strict compliance with the terms, conditions, and/or any requirement 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.

**10. MUTUAL CANCELLATION.** This Permit may be cancelled in whole or in part with one month written notice by Permittee or the City.

**11. NO DISCRIMINATION.** Permittee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Permittee recognizes the right of the City to take any action necessary to enforce this requirement.

**12. ASSUMPTION OF RISK.** Permittee shall provide all proper safeguards and shall assume all risks incurred in its use of the Premises.

**13. 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.

**14. CONTACT INFORMATION.** The contact information for Permittee, and the person in responsible charge for Permittee during the term of the Permit, for purposes of notice and all communications from City to Permittee is:

Beacon Occupational Health & Safety Services  
Attn: Amanda Johnson, CEO  
701 East Tudor Road, #110  
Anchorage, Alaska 99503

The contact information for City for purposes of notice and all communications from Permittee to City is:

Kenai Municipal Airport  
305 North Willow, Suite 200  
Kenai, Alaska 99611

Telephone: (907) 283-8281

**15. RIGHTS OR REMEDIES.** No right or remedy herein conferred upon or reserved to each respective party is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity.

**16. GOVERNING LAW; VENUE.** The laws of State of Alaska will determine the interpretation of this Agreement and the performance thereof. Any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

**17. AUTHORITY.** By signing this Permit, Permittee represents that it has read this agreement and it agrees to be bound by the terms and conditions herein and that the person signing this Permit is authorized to bind Permittee.

**CITY OF KENAI**

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

**BEACON OCCUPATIONAL HEALTH & SAFETY SERVICES**

By: \_\_\_\_\_  
Amanda Jonson  
CEO

Approved as to form:

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



STATE OF ALASKA                    )  
                                                  ) ss.  
THIRD JUDICIAL DISTRICT        )

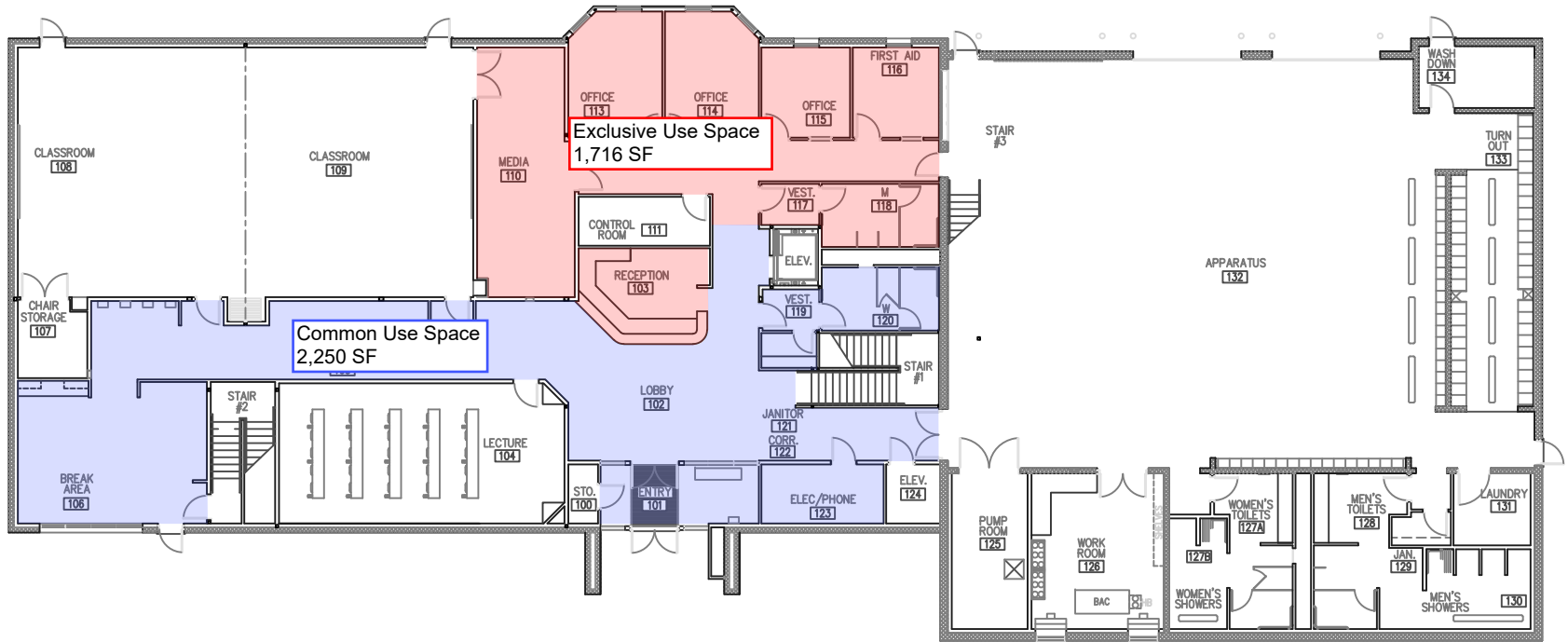
THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2023, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

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

STATE OF ALASKA                    )  
                                                  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2023, the foregoing instrument was acknowledged before me by Amanda Jonson, of Beacon Occupational Health & Safety Services, an Alaskan corporation, on behalf of the corporation.

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



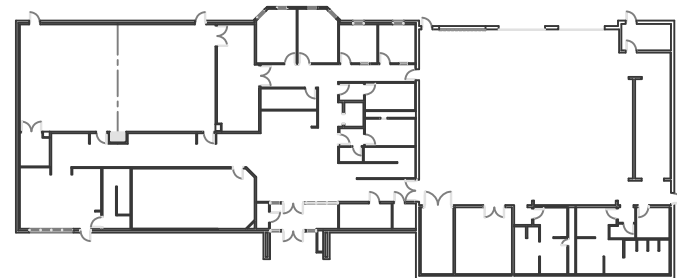
1 LOWER FLOOR PLAN  
A2.1 SCALE: 1/8"=1'-0"

NOTES THIS SHEET

01000-16



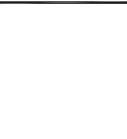
GENERAL NOTES:



2 KEY PLAN  
A2.1 SCALE: 1"=20'-0"



**Exhibit A**



Drawn: S.K., V.J.  
Checked: B.K.  
Date: 8-1-97  
Project: 9148  
File Name: 9148A21U

LOWER FLOOR PLAN  
ONE INCH BAR ON ORIGINAL  
DRAWING SCALE ACCORDINGLY.  
0 1'

Sheet:  
**A2.1**  
COPYRIGHT KLUGER & ASSOCIATES