



Kenai Airport Commission

Regular Meeting

January 09, 2025 - 6:00 PM

Kenai City Hall - Council Chambers

210 Fidalgo Ave., Kenai, AK 99611

Telephonic/Virtual Information on Page 2

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. **Election of Chair and Vice Chair**
4. Agenda Approval

B. SCHEDULED PUBLIC COMMENTS *(Public comments limited to ten (10) minutes per speaker)*

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

D. APPROVAL OF MINUTES

1. December 12, 2024 Regular Meeting Minutes..... **Pg. 3**

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** – Recommending Council Approve Airport Commission 2025 Annual Work Plan **Pg. 6**
2. **Discussion/Recommendation** – Recommend Council approve an amendment to Kenai Municipal Code to allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone..... **Pg. 13**
3. **Review/Approve** – Airport Commission 2024 Annual Report for Submission to City Council **Pg. 15**
4. **Discussion/Recommendation** – Recommending Council Adoption of a Resolution Authorizing the City Manager to Enter into a Restaurant Concession Agreement for the Kenai Municipal Airport **Pg. 18**

G. REPORTS

1. Airport Manager
2. Commission Chair
3. City Council Liaison..... **Pg. 56**

H. ADDITIONAL PUBLIC COMMENTS *(Public comments limited to five (5) minutes per speaker)*

I. NEXT MEETING ATTENDANCE NOTIFICATION – February 13, 2025

J. **COMMISSIONER COMMENTS AND QUESTIONS**

K. **ADJOURNMENT**

L. **INFORMATION ITEMS**

1. Administrative Report **Pg. 59**

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

https://us02web.zoom.us/join/2kX_Amj0SN2hxN5fjx9Ww

The agenda and agenda items are posted on the City's website at www.kenai.city. Copies of the agenda items are available at the City Clerk's Office or outside of Council Chambers prior to the meeting. Please contact the Airport Manager at 907-283-7951 for additional details.

COMMISSIONERS, PLEASE CONTACT US IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING

**KENAI AIRPORT COMMISSION – REGULAR MEETING
DECEMBER 12, 2024 – 6:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR GLENDA FEEKEN, PRESIDING**

ACTION MINUTES

A. CALL TO ORDER

A Regular Meeting of the Airport Commission was held on December 12, 2024, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at approximately 6:02 p.m.

1. Pledge of Allegiance

Chair Feeken led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Glenda Feeken, Chair
James Bielefeld
Dan Knesek

Paul Minelga, Vice Chair
James Zirul

A quorum was present.

Absent:

Cody Whicker

Jacob Caldwell

Also in attendance were:

Derek Ables, Airport Manager
Sarah Conley, Airport Administrative Assistant
Deborah Sounart, City Council Liaison
**Joshua Bolling, Student Representative

3. Agenda Approval

MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda as presented. Commissioner Zirul **SECONDED** the motion.

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

B. SCHEDULED PUBLIC COMMENTS - None.

C. UNSCHEDULED PUBLIC COMMENTS - None.

D. APPROVAL OF MINUTES

1. November 14, 2024 Regular Meeting Minutes

MOTION:

Vice Chair Minelga **MOVED** to approve the November 14, 2024 Airport Commission minutes. Commissioner Bielefeld **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. **Discussion** - 2024 Annual Work Plan Report

Airport Manager Ables gave a staff report from information provided in the packet; a typo was noted in the Annual Report Template.

2. **Discussion** – 2025 Annual Work Plan Goals

Airport Manager Ables gave a staff report from information provided in the packet; there was general consensus that the Commission will keep the same work plan goals in 2025.

3. **Discussion/Recommendation** – Approval of the Special Use Permit to Echo Lake Meats for the use of 20 square feet of space in the Airport Terminal.

MOTION:

Commissioner Zirul **MOVED** to recommend City Council approval of the Special Use Permit to Echo Lake Meats for the use of 20 square feet of space in the Airport Terminal. Commissioner Knesek **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested on the motion.

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

G. REPORTS

1. Airport Manager – Airport Manager Ables reported on the following:

- Brothers Café's last day operating at the Airport terminal is December 23, 2024.
- Debbie's Bistro plans to open as the new restaurant in the Airport terminal; an Intent to Award was issued to them.

2. Commission Chair – No report.

3. City Council Liaison – Council Member Sounart reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – January 9, 2025

J. COMMISSION QUESTIONS AND COMMENTS

Chair Feeken and Vice Chair Minelga noted that they would like to see the terminal conference room used more.

Vice Chair Minelga and Commissioner Bielefeld noted that they would like to examine the helicopter landing fee.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Airport Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 6:25 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of December 12, 2024.

Meghan Thibodeau
Deputy City Clerk

*** The student representative may cast advisory votes on all matters except those subject to executive session discussion. Advisory votes shall be cast last in the roll call order and shall not affect the outcome of the official commission vote. Advisory votes shall be recorded in the minutes. A student representative may not move or second items during a commission meeting.*



"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: Derek Ables - Airport Manager
Date: December 31, 2024
Subject: Airport Commission's 2025 Work Plan Goals

The Airport Commission's 2025 workplan goals are included. Does the Airport Commission approve these goals to be submitted to Council for approval?

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.

Instructions: In the space provided below, identify an issue or goals (objective) your commission would like to address in the upcoming year, the information provided should include plans on how to address those issues. This item should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority (objective number).



Objective No. **1** Objective: **Construction of Taxiway Sierra** Estimated Time to Complete: **Unknown**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

We (Airport Commission) strongly support, design and construction of Taxiway Sierra remain in the FY2027 Capital Improvement Budget or move to an earlier FY CIP Budget.

One necessary aspect of this review is to determine what work has been accomplished to meet this goal in accordance with the Airport Master Plan.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

The Kenai Municipal Airport is a for profit entity, in the sense that the airport needs to generate income to maintain the airport facilities and surrounding grounds. The Airport Master Plan identifies the west side of the airport as a source of income for activities such as user fees, fuel sales and lease properties. The construction of Taxiway Sierra is essential to the access of the west side of the airport.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Kenai Airport Manager, Kenai City Manager, Kenai City Attorney, Kenai City Council and the Kenai Airport Commission. The previous Kenai Airport Manager, Mary Bondurant, would be a great resource for a historical perspective on the matter.

Funding: *(Are funds available, or is funding needed in a future budget?)*

Funding source needs to be identified and budgeted for.

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

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Objective No. **2** Objective: **West Side Hangar subdivision**

Estimated Time to Complete: **Unknown**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

The Airport Commission will hold a work session to discuss the development of hangars on the west side. They will review the current lots and sizes that may be needed in the future. They will also review the possible use cases with the infrastructure that is in place now as well as the infrastructure that will be built. They will review funding sources, the timeline when this is available, and make recommendations.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

The Kenai Municipal Airport Terminal seeks to be financially stable. This could generate additional revenue for the airport and allow for more use.

Collaboration: *(Who needs to be involved to obtain the objective?)*

Kenai Airport Manager, City Manager, City Attorney, City Council, and Airport Commission

Funding: *(Are funds available, or is funding needed in a future budget?)*

Funding sources for supporting infrastructure such as taxiways would be through AIP entitlements and discretionary funding. Sources of funding for hangars will be explored.

INTRODUCTION

This area should include the advisory body's missions' statement and include a brief description of the overall purpose of the commission.

Note: Work plans developed by the advisory body will be submitted to the City Council for approval; therefore, it is a good idea to align the goals and objectives with city code, policy and the City of Kenai Comprehensive Plan.

Instructions: In the space provided below, identify an issue or goals (objective) your commission would like to address in the upcoming year, the information provided should include plans on how to address those issues. This item should include information regarding additional staff resources and/or community volunteers needed; funding resources, are funds available in the budget if not are you proposing council include funding in the upcoming budget cycle; and how long is it expected to obtain the objective. Please prioritize the objectives of your group with number one (1) being the top priority (objective number).



Objective No. **3** Objective: **Airport Master Plan- Update**

Estimated Time to Complete: **TBD**

Strategy: *(Provide a summary of tasks which need to be done to obtain the objective.)*

The Airport Commission will assist HDL Engineering, providing input as they update the Kenai Airport Master Plan. Our guiding principal will be ensuring the Kenai Airport Master Plan reflects the needs of the community and compliments the vision the City of Kenai has for the airport.

Narrative: *(Describe the benefits to the residents and visitors of the City.)*

The Kenai Municipal Airport is the commercial aviation gateway to the City of Kenai and the Greater Kenai Peninsula. Moreover, the airport is a for profit entity, in the sense that it needs to generate income to maintain the airport facilities and surrounding grounds. As the Kenai Peninsula grows, the airport will have to grow along with it. The Airport Master Plan is a document that is a touchstone and a guide, linking the current and future needs of the flying public to the City of Kenai's Imagine Kenai 2030 comprehensive plan and ensuring that it remains a financially viable entity.

Collaboration: *(Who needs to be involved to obtain the objective?)*

HDL Engineering, Kenai Airport Manager, Kenai City Manager, Kenai City Attorney, Kenai City Council and the Kenai Airport Commission.

Funding: *(Are funds available, or is funding needed in a future budget?)*

FAA Grant money and City of Kenai.

MEMORANDUM

TO: Airport Commission

Through: Derek Ables, Airport Manager

FROM: Kevin Buettner, Planning Director

DATE: January 2, 2025

SUBJECT: **Action/Approval** – Recommending the Kenai City Council Enact an Ordinance – Amending Kenai Municipal Code Section 14.22.010 – Land Use Table, to Allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone

The Kenai Municipal Airport was transferred to the City of Kenai by the federal government in 1963. At the time of its transfer, the airport was located in the Conservation Zone as defined in the land use table of Kenai Municipal Code. Airports are only a primary permitted use in the Conservation Zone, and may be a conditional use in other zones, as outlined in the aforementioned land use table.

In 2016, the City of Kenai enacted Kenai Municipal Code Section 14.20.065 – Airport Light Industrial (ALI) Zone with Ordinance 2884-2016. Subsequently, the City of Kenai rezoned 51 parcels owned by the City, including the Kenai Municipal Airport, within the Airport Reserve Boundary to ALI with Ordinance 2885-2016. The intent of the ALI Zone is to protect the viability of the Kenai Municipal Airport as a significant resource to the community.

Upon review in 2024, it was discovered that Airports, as a land use, are not a Principal Permitted Use within the ALI Zone. Instead, Airports are a conditional use in the ALI Zone. As currently zoned and defined in Kenai Municipal Code, the Kenai Municipal Airport would require a Conditional Use Permit to be issued by the Planning & Zoning Commission and an annual report would be required.

Planning staff believe this is an unnecessary requirement and would not be an efficient use of staff resources. Further, Planning staff believes it is in the best interests of the City to align the zoning code to current land uses in and around the Kenai Municipal Airport to clarify the type of development sought for future economic investments. Zoning codes should be clear and concise, reducing confusion and promoting the growth and vibrancy of the City. As such, the Planning staff have recommended to the Planning & Zoning Commission that an amendment to Kenai Municipal Code Section 14.22.010 should be made as follows:

KEY: P = Principal Permitted Use
 C = Conditional Use
 S = Secondary Use
 N = Not Permitted

NOTE: Reference footnotes on following pages for additional restrictions

ZONING DISTRICTS																		
LAND USES	ALI	C	RR	RR-1	RS	RS-1	RS-2	RU	CC	CG	IL	IH	ED	R	TSH	LC	CMU	<u>WW</u>
INDUSTRIAL																		
Airports	<u>P</u> [C]	P ²⁰	C	N	C	N	N	C	C	C	C	C	N	C	N	N	C	<u>C</u>

Pursuant to KMC 21.20.010(c), the Airport Commission shall act in an advisory capacity to City Council and the Airport Manager. The Planning and Zoning Commission will also review the lease application and provide a recommendation to City Council. City Council will be notified of your commission's recommendation as part of their consideration of the municipal code amendment.

Does your Commission recommend approval to City Council on the amendment to Kenai Municipal Code to allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone?





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Memo

To: Airport Commission
From: Derek Ables - Airport Manager
Date: December 31, 2024
Subject: Airport Commission Annual Report

The Airport Commission's Annual Report is included. Does the Airport Commission approve this report to be submitted to council for review?

SUMMARY OF REPORT



In general, multiple Special Use Permits, Airport Leases and Lease extensions were recommended for approval by the commission and forwarded to Council. The Airport Commission held firm in their support for the development and construction of Taxiway Sierra and establishing a subdivision on the west side of the airport.

MISSION STATEMENT



The purpose of the Airport Commission is to advise the Council and Administration on issues involving the Airport and lands held for the benefit of the Airport. Duties include reviewing and providing recommendations on the master plan for the airport development; acting in an advisory capacity to the Council and the Administration on matters affecting the airport; making recommendations to the City Manager on the airport budget; submitting annually a list of the recommended capital improvements; and providing information and recommendations as requested by the City Council and Administration.

HIGHLIGHTS



At the direction of City Council, the Airport Commission completed the 2024 Annual Work Plan

Commissioner Dan Pitts left, Mr. Daniel Knesek took his place.

Commissioner Joshua Daily, representing the FAA, resigned. Mr. Joshua Belter took his place for a short time period, then resigned, Mr. Cody Whicker is now the FAA representative.

At the direction of Council, Student Representative Joshua Boling is attending the Airport Commission meetings.

This was the first full year with Mr. Derek Ables as Airport Manager.

Airport Terminal landscaping was completed.

A preliminary work session for updating the Airport Master Plan was completed with HDL Engineering.

ACCOMPLISHMENTS



Objectives 1 and 2: A solid commitment was made by Airport Management and City Council for funding the construction of Taxiway Sierra and establishing the west side hangar subdivision(s) in the FY2027 budget. These two objectives will remain on the Airport Commission Work Plan until completed.

Objective 3: After years of planning and different iterations, the Terminal Landscaping project was completed. The only part of the project that is still pending is the funding of the bronze bear sculptures.

EDUCATION AND OUTREACH



The Kenai Peninsula Air Fair is an annual event that highlights the airport and aviation in general. This year's event was successful and attendance was on a par with previous events.

At the direction of Council, Student Representative Joshua Boling is attending the Airport Commission meetings. Mr. Boling has attended two meetings so far, and we as a commission are looking forward to future student involvement in this civic process.



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Memo

To: Airport Commission

From: Derek Ables - Airport Manager

Date: January 1st, 2025

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

On October 17, 2024 the airport released an RFP for the restaurant concession. The goal of the RFP is to provide convenient food service for travelers as well as community members that want to stop in for a meal.

On December 5, 2024 there were two responsive proposals turned in that were scored based on qualifications, management plan, menu, DBE Certification, and percentage of gross sales. The totals were as follows:

Proposer	Score
Consolidated Development & MGMT	240
Debbie's Food Services LLC	312

Debbie's Food Services LLC proposed 12% of gross sales.

Does Commission recommend Council approve a resolution authorizing a restaurant concession agreement with Debbie's Food Services, LLC?

Attachments- Agreement

**CITY OF KENAI
KENAI MUNICIPAL AIRPORT
RESTAURANT CONCESSION AGREEMENT**

Debbie Adam, individually (Concessionaire), Debbie's Food Services, LLC, and the **CITY OF KENAI**, a municipal corporation, organized and existing under the laws of the State of Alaska (City), 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611, hereby enter into this contract for restaurant concession services at the Kenai Airport, the term of which is March 1, 2025 through February 28, 2028.

INTRODUCTION

- A. The City owns and operates the Kenai Municipal Airport, located in Kenai, Alaska.
- B. In connection with the Airport, the City owns the Terminal.
- C. The City has determined that offering a Restaurant Concession Agreement by the competitive bid process is in the best interest of the City and the traveling public.
- D. The Concessionaire desires to operate the Restaurant Concession in the Terminal.
- E. The City solicited competitive bids for the Restaurant Concession, and the Concessionaire was the successful bidder.

ARTICLE I: DEFINITIONS

The following definitions apply for this Agreement:

- A. Agreement: This Agreement, together with:
 - 1. *Certified Activity Report* form (CAR) (Exhibit A)
 - 2. Drawing of Airport Restaurant Space 102/103/104/105/106 (Exhibit B);

3. List of city-owned equipment in the restaurant (Exhibit C);
 4. Restaurant Safety & Cleaning List (Exhibit D);
 5. Successful Proposal (Exhibit E): and
 6. All future amendments or supplements executed by the parties to this Agreement.
- B. Airport: The real property and facilities of the Kenai Municipal Airport, 305 N. Willow, Kenai, Alaska, as they exist on the execution date of this Agreement, together with any future additions or expansions.
- C. Airport Manager: The City's designated manager at Kenai Municipal Airport acting directly or through a duly authorized representative.
- D. Certified Activity Report: A report that lists the Gross Sales generated by the Restaurant Concession during the calendar month for which payment is made. The format of the Certified Activity Report is specified in Exhibit A.
- E. Concessionaire: The successful bidder for this Restaurant Concession Agreement, who enters into this Agreement, or any other subsequent Concessionaire as provided under Article XXI (Assignment or Subletting) of this Agreement.
- F. Disadvantaged Business Enterprise (DBE): A business certified by the City of Kenai or the State of Alaska, as a disadvantaged business enterprise as defined in 49 CFR, Part 23.
- G. Entertainment Device: A mechanical or electronic device, video game, or similar item used for personal entertainment in a public place.
- H. Manager: That person described in Article VII and having authority to act for the Concessionaire.
- I. Premises: The floor space available to the Concessionaire for the uses authorized under this Agreement is as shown below (also see Exhibit B):
- The premises known as the restaurant area of the Kenai Municipal Terminal within the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 32, Township 6 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska.
- J. Term: The period of time specified under Article II of this Agreement.
- K. Terminal: The City of Kenai passenger terminal building at the Airport.

- L. Vending Machine: A coin-operated device for selling nonalcoholic beverages or food items.

ARTICLE II: TERM

- A. Term: This Agreement is effective on the date it is signed on behalf of the City. The City grants the Concessionaire the rights listed in Article III beginning at 12:01 a.m., **March 1, 2025** and ending at **12:00 midnight on February 28, 2028**, with an opportunity to extend for two successive one-year terms by mutual written consent of Owner and Concessionaire.
- B. Holding Over: If the Concessionaire holds over without a written renewal of this Agreement after it expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but only creates a month-to-month tenancy, regardless of any payment the City accepts. The Concessionaire's obligations to perform under this Agreement will continue until the City terminates the month-to-month tenancy. The City may terminate the holdover tenancy at any time by giving the Concessionaire at least 10 days' written notice. The monthly payment for any holdover period is the monthly rental fee.

ARTICLE III: RIGHTS GRANTED, RESERVATIONS, AND PROHIBITIONS

Subject to the rights and obligations under this Agreement, the City grants the Concessionaire the authority to exercise the following rights:

- A. Non-Exclusive Rights: The City grants the Concessionaire the following non-exclusive rights:
1. To prepare, serve, or sell food and beverage items, except vending machines.
 2. To provide in-flight meal service for airline crews and passengers.
 3. To provide delayed-flight meal service inside aircraft parked at the Terminal.
 4. To prepare, serve, and sell food and nonalcoholic beverages to customers in the Airport Terminal or off the Airport.
 5. To install and operate Entertainment Devices on the premises when approved in writing by the Airport Manager.

B. General Rights: The City grants the Concessionaire the following general rights:

1. To ingress, egress, and occupy the premises by the Concessionaire, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees, subject to the security rules of the Airport.
2. To construct and install fixtures, equipment, and other improvements necessary to operate the concession, subject to the prior written approval of the City (Article X of this Agreement).

C. Reservations: The City reserves the following rights:

1. To authorize airlines to provide Restaurant service in airline VIP rooms.
2. To grant others any right or privilege not specifically and exclusively granted to the Concessionaire.
3. To allow airlines to provide complementary coffee and snacks during hours when food and beverage service provided under this agreement is not available.
4. The rights and privileges granted the Concessionaire under this Agreement is the only rights and privileges granted the Concessionaire. The Concessionaire has no easements, rights, or privileges, expressed or implied, other than those specifically granted under this Agreement.

D. Prohibitions: This Agreement prohibits the Concessionaire from the following:

1. To provide any service or product not described in this Agreement without the prior written consent of the City. If a question or dispute arises concerning the sale of any service or product, the Concessionaire may submit a written request to the City asking for a review and decision concerning the dispute. The City will deliver a written decision to the Concessionaire, and the decision of the City is final.
2. To sell any item or service for which the City has granted exclusive concession rights to others.
3. To divert any business or cause or allow by its own actions any business to be diverted from the Airport.

E. Hours/Days of Operation: The Concessionaire will be open for a minimum of 60 hours per week, 7 days per week, with the hours of operations outlined in their

proposal and attached as exhibit E. The Airport Manager must approve changes to hours of operation, in writing. If the concessionaire requests to operate for fewer hours then the City shall have the option of advertising for proposals and negotiating a new contract and terminating the existing contract if it is in the best interest of the City.

- F. Emergency Closures: The City recognizes that emergencies may occur that are beyond the control of the concessionaire. If an emergency arises that requires an unexpected closure then the Concessionaire will notify the Airport Manager of the circumstances in writing. If excessive closures occur, the City shall have the option of terminating this contract.
- G. Closure for Repairs: The parties recognize that major repairs of the building and city owned equipment may occur during the life of this contract. The City reserves the right to cause interruptions to the utilities and other amenities as necessary to conduct normal repairs. If such interruptions are minimal and notification of such work is provided the concessionaire then the City is not held liable for lost revenue.

ARTICLE IV: PREMISES

The City will deliver the premises to the Concessionaire at 12:01 a.m. on **March 1, 2025**. The Concessionaire accepts the premises in its then-present condition and as is. The Concessionaire acknowledges that the City's obligation is limited to making the premises available to the Concessionaire for its use.

ARTICLE V: FEES AND PAYMENTS

- A. Monthly Percentage of Gross Receipts: For the rights and privileges granted under this Agreement, the Concessionaire will pay the City a monthly percentage of gross receipts of 12% plus applicable sales tax.

The percent required to be paid shall be paid for each calendar month during the term of this Agreement and shall be due and payable on the tenth (10th) day of the calendar month succeeding the month for which the payment is applicable.

Concessionaire shall provide a Certified Activity Report (CAR) for each month of the preceding month for the City's audit purposes to determine compliance with this requirement. The Concessionaire shall submit each CAR in the format shown in **Exhibit A**. The CAR shall be submitted to the Airport Manager's office at the Airport.

Percentage payment payable to the City by the Concessionaire under this Agreement shall be owned by the City at the time of each customer transaction and will be held in trust by the Concessionaire while the funds are in Concessionaire's custody and control. The Concessionaire is responsible for these fees until delivered to the City. If any fees payable to the City are lost, stolen, or otherwise unlawfully removed from the custody and control of the Concessionaire, the Concessionaire remains responsible to the City for the revenue.

1. Gross sales numbers are confidential to the extent allowed by law.
 2. Payments must be submitted to City of Kenai, Finance Department, 210 Fidalgo, Kenai, AK 99611.
 3. The Concessionaire will make its payments free from any claim, demand, setoff, or counterclaim of any kind against the City, and will make its payments in cash or by check, bank draft, or money order payable to the City of Kenai.
- B. Utilities: City shall pay for garbage removal and electrical utilities including heat and normal air conditioning during the operating hours of the terminal. The City shall pay for water and sewer. All other utilities and services including gas, telephone communication, internet, cable and other utilities and services incident to the Concessionaire's business, shall be operated and maintained at the Concessionaire's sole expense.
- C. Catering: Concessionaire may provide catering services to private aircraft as well as off-premises as part of the restaurant function; however, all catering sales are also subject to the same fees as described above. Catering service is not exclusive to the restaurant concession.
- D. Waiver of Monthly Rental:
1. The City will waive the monthly percentage payment if any of the following events occur:
 - a. Any event, not the fault of the Concessionaire that so damages the Terminal, or city owned equipment, and prevents the normal operation of the Concessionaire's business for more than 30 consecutive days. If the normal operation of the Concessionaire's business is prevented for more than 30 consecutive days, this waiver is effective from the first day following the period of 30 consecutive days and will continue until normal operations can resume.

- b. Complete closure of the Airport to the commercial air transport of passengers for more than 30 consecutive days. If complete closure of the Airport exceeds 30 consecutive days, this waiver will be effective from the first day following the period of 30 consecutive days and will continue until the Airport is reopened to the commercial air transport of passengers.
2. For the purposes of this Section, if the waiver period does not fall on the first or last day of the month, the minimum rent may be prorated on a daily basis to determine the Concessionaire's correct monthly fee.
3. At its discretion, the City will either credit any overpayment resulting from a waiver toward future payments due the City or refund the overpayment to the Concessionaire.
- E. Fees Vest in the City: Whether for cash or credit, the fees due the City for the services the Concessionaire is authorized to provide under this Agreement immediately vest in and become the property of the City. The Concessionaire is responsible for those fees until delivered to the City.
- F. Unpaid Fees: Any rent, charge, fee, or other consideration due but unpaid at the expiration or voluntary or involuntary termination or cancellation of this Agreement is a charge against the Concessionaire and its property, real or personal, and the City has any lien rights allowed by law. Either the City or its authorized agent may provide enforcement.
- G. Security Deposit: The successful proposer will be required to provide a security deposit or bond for the same in the amount of \$3,000.00. This deposit or bond will be used by the City to remedy any late payments, property damage, or other costs incurred due to the failure of the proposer to comply with the contract terms and otherwise will be held until and if the premises is vacated by the successful proposer in full compliance with all agreement terms. The security deposit or bond must be provided to the City prior to the execution of the Restaurant Concession Agreement.
- H. Closure Fees: Concessionaire shall be open a minimum of 60 hours per week, 7 days per week. The City may require the Concessionaire to pay a penalty of \$200 per week for any week the Concessionaire is not open a minimum 60-hours, 7 days per week unless the City authorizes in writing a reduction of hours for that week. This penalty will be in addition to normal fees due the City under this concession agreement
- I. Maintenance Fee: Concessionaire shall pay a \$1,000 monthly maintenance fee to the city for the maintenance, repair, and replacement of city owned equipment.

ARTICLE VI: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE'S): The City of Kenai's policy is to ensure that DBE's have the maximum opportunity to participate in the performance of Airport concession contracts.

(a) Concessionaire's obligation: The Concessionaire will ensure that DBE's have the maximum opportunity to participate in the performance of this agreement.

This agreement is subject to the requirements of the United State Department of Transportation's regulations, 49 CFR, Part 23, Subpart F. The Concessionaire Agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Concessionaire agrees to include the above statements in any subsequent concession arrangements that it enters and cause those businesses to similarly include the statements in further agreements.

The Concessionaire will comply with all applicable laws and regulations regarding the fair and equitable treatment of DBEs now in effect or which may subsequently take effect during this Agreement. The Concessionaire will include a provision to this effect in any subcontract or other arrangement for DBE participation entered into under this Agreement.

ARTICLE VII: PERSONNEL

The Concessionaire will maintain an adequate staff with the experience necessary to meet the provisions of this Agreement.

- A. Manager: The Concessionaire will select and properly train a Manager responsible for the general day-to-day operations under this Agreement. The Manager must reside in the Kenai area and be ordinarily available during regular business hours. At all times during the Manager's absence, a responsible subordinate must be in charge and available.
- B. Other Personnel: The Concessionaire's personnel will meet the standards set forth in this Agreement and will conduct the Concessionaire's operations in accordance with the standards set forth in Article IX of this Agreement.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT AND IMPROVEMENTS

- A. City-owned Equipment: The City holds title to certain restaurant equipment that is located on the premises and is listed on Exhibit C.
- B. Concessionaire-owned Equipment
1. Title to all Concessionaire-owned personal property, trade fixtures, equipment, furniture, vending machines, and entertainment devices remains vested in the Concessionaire.
 2. Entertainment Devices: The City will approve the locations, maximum number, and kinds of entertainment devices it will allow on the premises. The Concessionaire will relocate or remove any Entertainment Device at its sole expense when requested to do so by the City.
- C. Ownership of Permanent Improvements
On expiration, cancellation, or termination of this Agreement, title to any structural or other improvements that the Concessionaire cannot, in the City's determination, remove without damage to the premises vests in the City. These improvements include interior walls, ceilings, carpeting, finished flooring, electrical wiring, air-conditioning ducts and equipment, and all interior decorations and finishing erected or installed by the Concessionaire.

ARTICLE IX: SERVICE AND OPERATION

The Concessionaire's operation under this Agreement is a service to terminal employees, the traveling public and other users of the Airport. The Concessionaire will operate its Concession in accordance with the highest standards and practices of the food and beverage industry. The Concessionaire will take all reasonable measures to maintain, develop, and increase its business within the Terminal. Accordingly, the Concessionaire will provide service in a first-class, businesslike, efficient, courteous, accommodating manner and will comply with the following:

- A. Service Quality: The Concessionaire will provide terminal employees, the traveling public and other users of the Airport with high-quality service and products.
- B. Orderly Operation: The Concessionaire will conduct all business in a quiet, orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, or tenants of the Airport.

C. Health Standards and Facilities' Cleanliness

1. The Concessionaire will comply with all established health standards as monitored by the local governmental health department.
2. Within five (5) days of any health standards inspection, the Concessionaire will provide the City with a copy of the inspection report.
3. The Concessionaire will have an ongoing cleaning program for both the public and non-public areas within the premises. The program will include cleaning of carpets, floors, equipment, trade fixtures, furniture, entertainment devices, vents, and service areas.

D. Standard of Conduct for Employees: The Concessionaire will maintain a standard of conduct for its employees that include the following:

1. Employees must be well groomed and maintain a pleasant attitude toward the public.
2. Employees may not display their grievances in public, use improper language or conduct, or drink any alcoholic beverage while on duty or in uniform.

E. Janitorial and Cleaning Services: The Concessionaire will provide, at its own expense, the day-to-day janitorial and cleaning services and supplies necessary to maintain the premises except for those services provided by the City under Article XI of this Agreement. The Concessionaire will maintain the premises in a clean, neat, and sanitary condition.

F. Trash, Garbage, and Refuse: The Concessionaire will provide for the adequate sanitary handling and removal of all trash, garbage, and other refuse caused as a result of the Concessionaire's operations. The Concessionaire will coordinate a schedule and procedure of trash removal with the City. The Concessionaire will provide and use suitably covered or sealed receptacles for all garbage, trash, and other refuse from its operations inside the Terminal.

G. Security: The Concessionaire will adhere to all applicable responsibilities of the federal airport security program set out in Federal Aviation Regulations Part 107 and the Airport Master Security Program. The Concessionaire will procure any required identification badges necessary to access the premises or the Concessionaire's operations authorized under this Agreement. Any fine that results from a violation of the federal airport security program by the Concessionaire, its agents, officers, suppliers, sub lessees, vendors, guests, customers, or employees, whether on or off the premises, that is found by the

Federal Aviation Administration or the City to be the fault of the Concessionaire will be the sole responsibility of the Concessionaire. If the City pays any such fine to meet the Federal Aviation Administration deadlines, the Concessionaire will reimburse the City within 30 days after written notice by the City. The Concessionaire will coordinate any Airport security matter with the City.

- H. Smoking: Neither the Concessionaire, employees, or customers may smoke inside or outside the Terminal except in designated smoking areas.
- I. Complaints, Questions, or Concerns: The City will forward to the Concessionaire for response any complaints, questions, or concerns regarding the Concessionaire's operations. The City reserves the right to address and resolve any problems arising out of the Concessionaire's operations.
- J. Signs: The Concessionaire may, after consent by the Airport Manager, install signs at its premises identifying its business. The Concessionaire will request the City's advance written approval through the City's building permit process (Article X, Section B of this Agreement) before installation of any signage. The City will approve or disapprove the names selected for the restaurant.

ARTICLE X: MAINTENANCE AND CONSTRUCTION ON THE PREMISES

A. Maintenance

- 1. The Concessionaire will, at its sole expense:
 - a. Be responsible for all routine care, and cleaning of all City owned equipment. Pay a \$1000 monthly maintenance fee to the city for the repair, maintenance, and replacement of city owned equipment. Be responsible for all repairs/replacement costs associated with Concessionaire owned equipment. A Restaurant Safety & upkeep List, Exhibit D, will be strictly monitored and enforced by the City.
 - b. Do or cause to be done without delay all those things which in the determination of the City are necessary or desirable in the interest of safety or to maintain the premises, furniture, trade fixtures, equipment, and Entertainment Devices in good repair and appearance.
 - c. Pay for damage to the facilities of any other Airport tenant or the City caused by the Concessionaire's lack of adequate maintenance of any equipment, fixture, or system installed by the Concessionaire.

2. The City may require the Concessionaire to perform necessary repairs to the premises, furniture, trade fixtures, equipment, and entertainment devices at the Concessionaire's own expense.
3. If, after 30 days following notice, or in shorter periods if an emergency exists, the Concessionaire fails or refuses to perform any action required by this Agreement, the City has the right, but not the obligation, to perform any or all actions required by this Agreement at the sole expense of the Concessionaire. The City will not take action if the Concessionaire begins and continues expeditious action to perform any action required by this Agreement that cannot be reasonably completed within 30 days. If the City performs any action required of the Concessionaire, the Concessionaire will reimburse the City within 30 days from the date of billing.
4. Concessionaire will be responsible to have the hood system, including all fire protection, professionally cleaned and inspected at the Concessionaire's expense, 3 times per year. A report will be provided to the Airport Administration office.

B. Terminal Building Permit Process:

1. The Concessionaire may not make repairs or alter the premises without first obtaining the City's prior written consent through the building permit process. The Concessionaire will complete a Terminal Building Permit Application form obtained from the City. Repairing and altering the premises include the following:
 - a. Installation, maintenance, repair, or removal of trade fixtures, equipment, entertainment devices, locks, antennae, counters, shelving, signs, posters, telephone lines, data circuits, floor coverings, wall coverings, painting, electrical, plumbing, and refrigeration work; and
 - b. Any other repair or alteration that the City deems necessary to be approved through the building permit process.
2. The City may withhold its approval if the Concessionaire is in violation of any requirement under this Agreement.
3. The Concessionaire will make all repairs and alterations to the premises at its own expense. The City has the right to approve the final repair or alteration.

C. General Construction Requirements

1. Any alteration, repair, construction, or improvement performed by the Concessionaire will be neat, presentable, and compatible with the architecture of the Terminal, as determined by the City, and performed at no cost to the City.
2. The Concessionaire will deliver detailed as built drawings to the City within 30 days after completion of any permanent improvement. The as built drawings must show the location and dimensions of any permanent improvement made by the Concessionaire.

ARTICLE XI: CITY SERVICES

A. City Services

1. The City will perform the following services:
 - a. Maintain the structure of the Terminal, the roof, and exterior walls.
 - b. Agrees to pay for electricity consumed on the Premises.
 - c. Wash the outside of all exterior Terminal windows as well as clean and maintain the public areas in the Terminal.
 - d. Maintain the Terminal's existing and future utility systems in good condition and repair. Utility systems include systems to supply heat, electricity, water, sewage disposal, fire alarm, fire protection, sprinkler, air conditioning, and telecommunications services. The City has the right to maintain lines, pipes, mains, wire, conduits, and equipment connected with or appurtenant to any system. However, the City may refuse to maintain any system installed by the Concessionaire and may charge the Concessionaire for any repair necessary due to negligence by the Concessionaire during any such installation or as the result of any such installation.
2. The City will invoice the Concessionaire and the Concessionaire will pay for any extraordinary lighting, power, utility bills, or cleaning services used by the Concessionaire that, in the determination of the City, are beyond the scope of normal services provided by the City.

- B. Hold Harmless: The Concessionaire will waive any claim and hold the City harmless for damages from any failure or interruption of utility or other service

furnished by the City, including failure or interruption of electrical energy, space heating or cooling, or any public or passenger convenience. In addition, the City may make any repair or alteration necessary for the proper functioning of the Terminal without liability to the Concessionaire for any damages.

ARTICLE XII: CITY'S RIGHTS OF INSPECTION AND ACCESS

- A. Inspection: The City, by its officers, employees, agents, representatives, and contractors, may at any reasonable time enter the premises to inspect or observe the Concessionaire's performance of its obligations under this Agreement, or to take any action that the City is obligated to take under this Agreement or otherwise. The Concessionaire will neither claim nor does the City allow an abatement of fees if the City exercises this right. Except in an emergency, the City will coordinate all inspections with the Concessionaire to minimize interference with the Concessionaire's activity on the premises.
- B. Access:
1. The Concessionaire will assure the City of emergency access to the premises by providing emergency telephone numbers by which the Concessionaire or the Concessionaire's Manager may be reached on a 24-hour basis.
 2. Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, and contractors, has the right to maintain the existing and future utility systems or portions of them on the premises as listed in Article XIII of this Agreement. The City has the right to enter the premises at any reasonable time to make repairs, alterations, or replacements that are, in the determination of the City, necessary or advisable, and, from time to time, to construct or install over, in, or through the premise's new lines, pipes, mains, wires, conduits, and equipment. Any repair, alteration, replacement, or construction will not unreasonably interfere with the use of the premises by the Concessionaire, and nothing in this Article may be construed to relieve the Concessionaire of any obligation to maintain the premises and improvements.
 3. At any time during ordinary business hours within the 12 months preceding expiration of this Agreement, the City has the right to enter the premises to measure, photograph, show, and view all parts of the premises.

ARTICLE XIII: ADDITION OR REDUCTION IN SPACE

If the Concessionaire requests additional terminal space and the City determines that suitable space is available and needed, the City may lease the additional space subject to the requirements of law concerning leasing of Airport Terminal space.

ARTICLE XIV: CITY-DIRECTED RELOCATION

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

- A. City's Responsibilities: The City, at its sole expense, will provide the new space with interior permanent improvements including floors, ceiling, carpeting, lighting, electricity, wall finishes, heating and cooling, ventilation, and permanent fixtures similar to those in the premises.
- B. Concessionaire's Responsibilities
 - 1. The Concessionaire, at its sole expense, will relocate all nonpermanent fixtures, furnishings, and equipment from the premises; provide any additional fixtures, furnishings, and equipment that the Concessionaire finds necessary or desirable to fully use the new lease space; and vacate and surrender the former lease space to the City when the new space is completed. Concessionaire will continue to be liable for rental fees and payments as provided in Article V.
 - 2. The City and the Concessionaire will perform their respective obligations in an expeditious manner, excluding any delay that is beyond the control of either party. The new lease space will have a floor area similar in size to the area being vacated by the Concessionaire. The City will make every reasonable effort to ensure that the new lease space will provide access and exposure to passenger traffic similar to that of the former lease space. However, the City will not be responsible for any financial losses that the Concessionaire may incur due to relocation under this Article unless the losses are the result of a breach by the City of its obligations under this Article.
 - 3. The Concessionaire is responsible to maintain an account and all costs for the natural gas utility for the restaurant/café.

ARTICLE XV: LAWS AND TAXES

This Agreement is subject to all City of Kenai laws and regulations, including those relating to leasing facilities and granting privileges at city airports.

A. Laws

1. At no expense to the City, the Concessionaire will comply with all federal, City, and local laws, ordinances, regulations, and Airport rules that are either now or in the future in force that may apply to the business authorized under this Agreement, or to the use, care, operation, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution. The City is neither liable to the Concessionaire for any diminution or deprivation of the Concessionaire's rights due to the exercise of any authority, nor is the Concessionaire entitled to terminate the whole or any portion of this Agreement by reason of the City's exercise of any authority.
2. The Concessionaire will comply with all City and federal regulations governing hazardous substances, including hazardous wastes, and will comply with all instructions of the City with regard to environmental concerns and requirements, regardless of whether based on specific law, regulation, or order of any governmental authority. In addition, the Concessionaire assumes responsibility for any spill of oil, oil-based substance, or hazardous substance attributable to its operation under this Agreement. With respect to any such occurrence, the Concessionaire will indemnify, defend, save, and hold the City and its employees harmless from any loss, claim, suit, or judgment.
3. The Concessionaire will properly handle its spills of hazardous substances. The Concessionaire will immediately notify the City of any spill that occurs on the Airport, as well as the action taken, while performing under this Agreement. The Concessionaire will forward copies of any written spill reports and reports regarding action taken to the City as soon as they are available.

- B. **Taxes**: The Concessionaire will obtain all necessary licenses, permits, pay all taxes and special assessments lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance.

- C. Disputes: In any dispute between the parties, the laws of the State of Alaska will govern and any lawsuit must be brought before the courts of the State of Alaska.
- D. Claims: Concessionaire will notify the City of any claim, demand, or lawsuit arising out of the rights granted to the Concessionaire under this Agreement. At the City's request, the Concessionaire will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit that affects the rights granted the Concessionaire under this Agreement.

ARTICLE XVI: DEFENSE OR ENFORCEMENT OF AGREEMENT

The Concessionaire will pay all reasonable actual expenses, costs, and attorney fees the City may incur, with or without formal action, to enforce, defend, or protect this Agreement or the City's rights under this Agreement, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the Concessionaire, the Agreement, the premises, improvements, or property on the premises. The Concessionaire will make payment within 30 days of the date of each notice from the City of any amounts payable under this Article. Any amount not timely paid under this Article will constitute a default of the Agreement and will accrue interest from the date of the notice as provided in Article V of this Agreement.

ARTICLE XVII: INDEMNIFICATION AND INSURANCE

A. Indemnification

1. The Concessionaire will indemnify, defend, and hold the City, its agents, officers, and employees harmless from any liability, action, claim, suit, or loss for property damage or personal injury of whatever kind resulting from or arising out of any act or omission by the Concessionaire or the Concessionaire's agents, employees, or clients or arising from or connected with the Concessionaire's rights and privileges granted under this Agreement.
2. In any litigation brought by a third party against the City or the Concessionaire that specifically challenges the rights granted in Article III, the Concessionaire would assume the responsibility to defend the City and the Concessionaire unless the City elects to defend itself. The City will assist in the defense of the rights granted. The City is not required to indemnify the Concessionaire for any attorney fees the Concessionaire incurs to defend the City.

B. Insurance

1. The Concessionaire will, throughout the term of this Agreement and at its own expense, secure and keep in force adequate insurance, as stated below, to protect the City and the Concessionaire. Where specific limits are stated they are the minimum acceptable limits. If the Concessionaire's insurance policy contains higher limits, the City is entitled to coverage to the extent of the higher limits.
 - a. Comprehensive general liability insurance with coverage limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence where generally applicable, including in-Terminal operations, independent contractors, products, and completed operations, broad-form property damage, blanket contractual, and personal injury endorsements.
 - b. Worker's Compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045. The Concessionaire is responsible for Worker's Compensation insurance for any subcontractor who directly or indirectly provides services under this Agreement.
 - c. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 combined single limit per occurrence.
2. All insurance required by this Article must meet the following requirements:
 - a. For comprehensive general liability insurance, name the City additionally insured.
 - b. For worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City for payments made under the policy.
 - c. Provide the City notification at least 20 days before any termination, cancellation, or material change in insurance coverage.
 - d. All policies will be by a company/corporation currently rated "A-" or better by A.M. Best.

C. Evidence of Insurance Coverage

1. The Concessionaire will 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.
 2. Evidence of insurance coverage must be submitted to the City by **March 1, 2025**. The effective date of the insurance will be no later than **March 1, 2025**.
- D. Obligation: The indemnification and insurance-coverage requirements stated in Sections A and B above do not relieve the Concessionaire of any other obligation under this Agreement.
- E. Increase or Revision: The City may increase the amount or revise the type of required insurance on written demand without requiring amendment to this Agreement. The City will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, the Concessionaire will submit to the City evidence of insurance coverage that meets the requirements of the City.

ARTICLE XVIII: CANCELLATION BY CITY

A. Breach of Agreement

1. The City may cancel this Agreement and recover possession of the premises by giving the Concessionaire 30 days' advance written notice from the postmark date of the written notice if any of the following events occur and the breach is not cured within the above-specified 30 days:
 - a. The Concessionaire fails to pay when due any rent, fee, penalty, or other charge specified under this Agreement.
 - b. A check for any payment to the City is returned for insufficient funds.
 - c. The Concessionaire uses the premises for purposes not authorized under this Agreement.
 - d. A petition in bankruptcy is filed by or against the Concessionaire.
 - e. A court enters a judgment of insolvency against the Concessionaire.

- f. A trustee or receiver is appointed for the Concessionaire's assets in a proceeding brought by or against the Concessionaire.
 - g. A lien is filed against the premises because of any act or omission of the Concessionaire and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within 60 days.
 - h. The Concessionaire fails to operate the business authorized under this Agreement for a period of more than seven consecutive calendar days without the City's prior written approval.
 - i. The cessation or deterioration of any service for any period, which, in the determination of the City, materially and adversely affects the service the Concessionaire, is required to perform under this Agreement.
 - j. The Concessionaire fails to perform any provision or covenant under this Agreement.
2. In the case of a breach, which is not reasonably curable within 30 days, a cancellation notice under this Article may be stayed by the City if the Concessionaire begins and continues expeditious action to cure the breach within the 30-day notice period. The determination of "expeditious action" and "not reasonably curable" is at the City's sole discretion.
- B. City's Right of Reentry: As an additional remedy, on giving written notice of cancellation or termination, the City may reenter any part of the premises on the effective date of cancellation or termination without further notice of any kind, remove any persons or property, and regain and resume possession with or without the institution of summary or legal proceedings or otherwise. Any reentry, however, will not in any manner affect, alter, or diminish any obligation of the Concessionaire under this Agreement.
- C. Additional Rights of the City
1. On termination or cancellation of this Agreement or on reentry, the City may regain or resume possession of the premises, may occupy the premises, and may permit any person, firm, or corporation to enter on and use the premises. Others may occupy any part of the premises or the entire premises or a part of the premises together with other space for the time remaining under this Agreement, and on terms and conditions the same as or different than those set forth under this Agreement.

2. The City also has the right to repair or to make any structural or other change in the premises that is necessary, in the City's sole judgment, to maintain the suitability of the premises for the uses and purposes similar to those granted under this Agreement without affecting, altering, or diminishing the obligations of the Concessionaire under this Agreement. The City will charge, and the Concessionaire will pay to the City within 30 days of billing, the cost of these repairs.

D. Survival of Concessionaire's Obligations:

1. If the City cancels or terminates this Agreement, all of the Concessionaire's obligations under this Agreement will survive in full force for the entire term of this Agreement. Subject to the City's obligation to mitigate damages, the fees and charges become due and payable to the City to the same extent, at the same time, and in the same manner as if no termination or cancellation had occurred. The City may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.
2. The amount of damages for the time subsequent to termination or cancellation will be the sum of the following:
 - a. Title to all improvements as provided in Article IX, Section C of this Agreement.
 - b. The total monthly rental obligation that would have been paid by the Concessionaire during the balance of the Term of this Agreement if no termination or cancellation had occurred. However, the amount will be offset by any fees or charges received by the City from a succeeding concessionaire.

E. Waiver of Redemption and Damages

1. The Concessionaire waives any right of redemption granted by or under any present or future law or statute if the Concessionaire is dispossessed for any cause, or if the City obtains or retains possession of the premises in any lawful manner.
2. The Concessionaire acknowledges that if it is necessary for the City to gain possession of the premises, the total amount of damages to which the Concessionaire is entitled is the sum of ONE DOLLAR (\$1.00). The Concessionaire also acknowledges that this provision may be filed in any action as its stipulation fixing the amount of damages to which it is entitled.

F. Surrender of Possession

1. The Concessionaire will yield possession of the premises to the City on the date of the termination, cancellation, or normal expiration of this Agreement promptly, peaceably, quietly, and in as good order and condition as the same now or later improved by the Concessionaire or the City, reasonable use and wear-and-tear accepted.
2. The Concessionaire will be allowed a maximum of three calendar days after the effective date of the expiration of this Agreement to remove all of its personal property, equipment, furniture, trade fixtures, and Entertainment Devices from the premises and from the Terminal subject to the provisions of Article VIII, Section C of this Agreement. The Concessionaire and the City agree, as part of the consideration for this Agreement, that all property remaining on the premises after these three calendar days will become the sole property of the City, with full title vested in the City, and the City may remove, modify, sell, or destroy the property as it sees fit. The Concessionaire will reimburse the City for any cost the City incurs in removing and disposing of the property.

ARTICLE XIX: CANCELLATION BY CONCESSIONAIRE

The Concessionaire may cancel this Agreement by mutual agreement of the City or giving the City advance written notice of ten (10) days if any of the following events occur:

- A. The permanent abandonment of the Airport by all passenger airlines or the removal of all passenger airline service from the Airport for a period of at least 90 consecutive days.
- B. The lawful assumption by the United States government, or its authorized agent, of the operation, control, or use of the Airport, or any substantial part of the Airport, that restricts the Concessionaire from operating its business under this Agreement for a period of at least 90 consecutive days.
- C. A court of competent jurisdiction issues an injunction that prevents or restrains the use of the Airport by all airlines provided the injunction remains in force for at least 90 consecutive days.

ARTICLE XX: CANCELLATION BY CONCESSIONAIRE

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

ARTICLE XXI: ASSIGNMENT OR SUBLETTING

- A. City's Consent: The Concessionaire will not assign this Agreement or any interest, and will not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, agents and employees of the Concessionaire excepted, to occupy or use the premises or any portion thereof without first obtaining the written consent from the City. A consent by the City to one assignment, subletting, occupancy, or use by another party will not be deemed to be a consent to any subsequent assignment, subletting, occupancy, or use by another person or entity. Any such assignment, subletting, occupancy, or use by another person or entity without such consent by the City will be void and will, at the option of the City, terminate this Agreement. This Agreement will not, nor will any interest, be assignable as to the interest of the Concessionaire by operation of law without the written consent of the City. The City agrees that it will not unreasonably withhold its consent required hereunder.
- B. Approval Process: The Concessionaire will submit to the City copies of any proposed assignment, encumbrance, or sublease bearing the original notarized signatures of all parties. All covenants and provisions in this Agreement extend to and bind the legal representatives, successors, and assigns of the parties.
- C. Merger, Consolidation, or Reorganization:
1. The City will not unreasonably withhold its consent to an assignment of this Agreement by the Concessionaire to a corporation that results from a merger, consolidation, or reorganization of the Concessionaire to a corporation that purchases all or substantially all of the assets of the Concessionaire or to any corporation that controls or is controlled by or is under common control with the Concessionaire.
 2. For purposes of this Section, "control" of any corporation is deemed vested in the person or persons owning more than 50 percent of the voting power for electing the board of directors of the corporation.

ARTICLE XXII: GENERAL COVENANTS

- A. Execution by City: This Agreement is not effective until signed by the City Manager.
- B. Approval by City: The City may not unreasonably withhold any approval required under this Agreement.
- C. Notices: Any notice required under this Agreement must be hand delivered, sent by certified mail or by electronic transmission in such a way as to confirm receipt to the appropriate party, or delivered by a reliable overnight delivery service to the appropriate party at the address set forth on page one of this Agreement or to any other address that the parties subsequently designate in writing. All notice periods begin on the date the notice is mailed.
- D. Modification: The Concessionaire acknowledges that the City may make any modification to this Agreement necessary to meet the revised requirements of federal or City grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the City of Kenai is a party and may do so without formal amendment. However, a modification may neither reduce the rights or privileges granted the Concessionaire under this Agreement nor cause the Concessionaire financial loss.
- E. Interrelationship of Provisions: All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement. In the event of any irreconcilable conflict between the Agreement and the incorporated proposal of the Concessionaire, the provisions of Agreement will prevail. Each party will fully perform all provisions of this Agreement and the associated proposal documents.
- F. Validity of Parts: If any part of this Agreement is declared invalid by a court of competent jurisdiction, the remaining parts continue in full force.
- G. Radio Interference: At the City's request, the Concessionaire will discontinue the use of any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.
- H. Discrimination: The Concessionaire may 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 City law. The Concessionaire recognizes the right of the City to take any action necessary to enforce this covenant, including actions required by any federal or City law.

- I. Nondiscrimination: The Concessionaire will undertake a nondiscrimination program required by 14 CFR, Part 152, Subpart E, to ensure that no person will be excluded from participating in any employment activity covered by 14 CFR, Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex. The Concessionaire may not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Concessionaire further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake nondiscrimination programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.
- J. National Emergency: If the federal government declares a national emergency, the Concessionaire may not hold the City liable for its inability to perform any part of this Agreement resulting from the national emergency.
- K. Vacation: At the expiration, cancellation, or termination of this Agreement, the Concessionaire must promptly, peaceably, and quietly vacate the premises, remove all personal property, and return possession to the City. The premises must be left in a clean, neat, and presentable condition, except for reasonable wear and tear, to the satisfaction of the City.
- L. No Waiver: The City's failure to insist in any one or more instances on the strict performance by the Concessionaire of any provision in this Agreement is not a waiver nor relinquishment for the future, but the provision will continue in full force. A City waiver of any provision in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of the City.
- M. Disasters: If, in the determination of the City, a fire, flood, earthquake, or other disaster damages the Airport so extensively as to render it untenable, either party may elect to terminate this Agreement on 30 days' written notice to the other party. If this Agreement is terminated because of a disaster, the City will prorate the fees payable under this Agreement up to the time the Airport becomes untenable.
- N. Condemnation: If the Airport is condemned by any proper authority, this Agreement ends on the date the Concessionaire is required to leave the Airport. The City is entitled to all condemnation proceeds. However, the City will pay the Concessionaire the portion of proceeds attributable to the fair market value of any

improvements placed on the Airport by the Concessionaire, according to the provisions of the then-current Alaska Administrative Code.

- O. Liens: The Concessionaire will keep the premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Concessionaire on the premises, and hold the City harmless from liability for any liens, including costs and attorney fees. By this provision, the City does not recognize that it is in any way liable for any liens on the premises.
- P. Quiet Enjoyment: The City covenants that it has full, unencumbered title to the Airport; that it has the right and lawful authority to execute this Agreement; and that the Concessionaire will have, hold, and enjoy peaceful and uninterrupted use of the premises.
- Q. Captions: The captions of the Articles and Sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or Section. The use of the singular or plural form of words is intended to include the singular and plural, as appropriate.
- R. Proposal Documents: The Request for Proposals, the Notice Inviting Proposals, the General Instructions to Proposers, the Proposal Submittal Form, including the Specific Proposal Requirements, the Concessionaire's proposal, any addenda, and the required proposal deposit are parts of this Agreement, and each party will fully perform its obligations under all provisions of these documents.
- S. Entire Agreement: This Agreement, including any amendments and all items listed under Section R of this Article, constitutes the entire agreement between the parties. No modification or amendment of this Agreement is effective unless in writing and signed by both parties, except as Stated in section D. above.
- T. Force Majeure: Except for the payment of fees, neither the City nor the Concessionaire is in violation of this Agreement if it is prevented from performance by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of public enemy, act of superior governmental authority, weather condition, riot, rebellion, sabotage, or any other circumstance for which it is not responsible and which is beyond its control.
- U. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.
- V. Employee Parking: Restaurant employees may use non-exclusive employee vehicle parking facilities at no charge. All employees must register their vehicle(s) at the Airport Manager's office to receive a vehicle-parking permit to park while on

the job. Concessionaire shall be held accountable for Concessionaire's employees' use of designated vehicle parking facilities and shall assure that employees comply with all applicable Airport Directives.

- W. COSTS AND EXPENSES: Costs and expenses incidental to this lease, including but not limited to, recording costs shall be paid by Concessionaire.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands the day and year stated in the acknowledgment below.

(If the Concessionaire is a partnership or joint venture, all general partners or members of the joint venture must sign; if the Concessionaire is a corporation, the signature of one authorized representative is sufficient unless the corporation requires two or more signatures.)

LESSOR:

CITY OF KENAI

Terry Eubank, City Manager

CONCESSIONAIRE:

Debbie's Food Services LLC

Debbie Adam, Owner

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, Debbie Adam, Owner/Manager of Debbie's Food Services LLC, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said Corporation.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)

THIS IS TO CERTIFY that on this _____ day of _____, 2025, personally appeared before me, **Terry Eubank**, known to me and to me known to be the City Manager of the City of Kenai, Alaska, and who acknowledged before me that the foregoing instrument was freely and voluntarily executed on behalf of the City of Kenai, for the uses and purposes set forth and with full authority of the City of Kenai to do so.

Approved by City Manager _____



Certified Activity Report
Concession Gross Receipts

Concessionaire: _____ Month _____, _____ Year

	<u>% RATE</u>		<u>AMOUNT</u>
Total receipts for month \$ _____	X _____%	=	\$ _____

Sales tax (the lessor of 6% or \$30.00)		=	\$ _____
---	--	---	----------

Total Percentage Rent due: \$ _____

(Due and payable on the 10th day of the calendar month succeeding the month for which the rental Installment is applicable.

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

Certification:

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

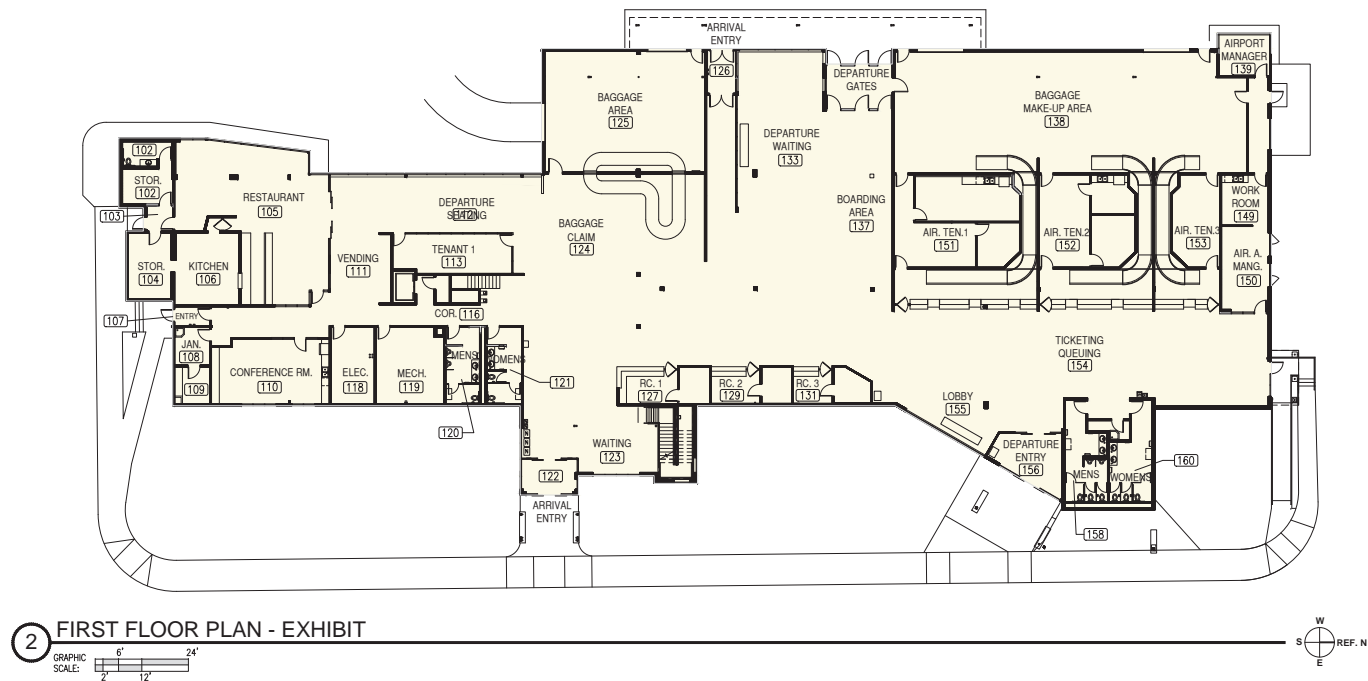
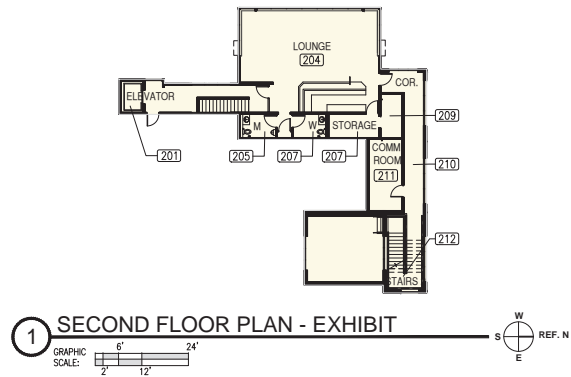
Business: _____

Address: _____

Signature: _____

Phone No.: _____

Copy of this report must also be submitted to the Airport Manager's office.



KENAI MUNICIPAL AIRPORT TERMINAL FLOOR PLAN - KENAI, ALASKA

KENAI MUNICIPAL RESTAURANT EQUIPMENT LIST

1.	Shelving, 5 tier:	10 each
	24" x 60"	2 each
	24" x 48"	1 each
	24" x 42"	1 each
	24" x 36"	2 each
	18" x 42"	5 each
	Posts, 86"	24 each
	"S" Clips	8 each
2.	Dish Counter with Hand Sink	1 each
3.	Trash Bin with Cover	1 each
4.	Soiled Dish Table	1 each
5.	Dishwasher	1 each
6.	Clean Dish Table	1 each
7.	Hot Water Booster	1 each
8.	Pot Sink, 3 Compartment, 91" long	1 each
9.	Wall mounted shelf, 2 tier	1 each
10.	Hood with Ansul Fire Suppression System	1 each
11.	Range, Gas	1 each
12.	Fryers with Space, Gas	2 each
13.	Work Station with Preparation Sink	1 each
14.	Salad/Sandwich Station, Refrigerated	1 each
15.	Double Over Shelf	1 each
16.	Freezer/Cooler Walk-In	1 each
17.	Can Opener	1 each
18.	Back Counter, Wood Fabrication	1 each
19.	Glass Filler/Sink	1 each
20.	Coffee and Hot Water Maker	1 each
21.	Service Counter, Wood Fabrication	1 each
22.	Slicer	1 each
23.	Worktable, Mobile	1 each
24.	Ticket Holder	1 each

The City estimates the cost of replacing these items to be in excess of \$92,000 at the expense to the City.

RESTAURANT SAFETY & MAINTENANCE LIST

Year _____

	GREASE TRAP Cleaning	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Every 1 wks (minimum) (Initial & Date cleaning)												
	EXTINGUISHERS												
2	Are automatic dry chemical extinguishing systems over ranges, grills, & fat fryers present?												
3	Do the automatic extinguishing systems have current inspections tags?												
4	Are the automatic temperature shut-offs on the fryer(s) operational?												
5	Are the exhaust filter(s) cleaned at least once a week?												
6	Are exhaust systems(s) cleaned Tri- annually by a qualified contractor?												
7	Are fire extinguishers properly wall-mounted?												
8	Is there at least 3 feet of clearance around the portable fire extinguishers?												
	SPRINKLER SYSTEMS												
9	At least 18 inches of clearance between the sprinkler heads and any stored materials?												
	FIRE SAFETY												
10	Are combustibles stored at least 30 ft. from any heat source?												
11	Are all exits unlocked during business hours?												
12	Are all exits marked, illuminated, and clear of obstructions?												
13	Are non-exits identified?												
14	Are floors free of grease?												

Signed by: _____ Owner/ Operator

Date: _____

1. Experience and Qualifications

a. Food and Beverage Industry Experience

Debbie's Bistro has been operating in Soldotna since April 2024. We started by offering deli-style sandwiches served on 7 inch waffles cut in half, and have expanded our menu to include waffle pizzas, salads, and soups. We also serve coffee, espresso drinks, and tea, as well as a selection of baked goods. We've taken care to design our menu to utilize as many common ingredients as possible to control costs and reduce waste. Also, as one of the only dedicated gluten-free restaurants in the region, we can easily accommodate diners (travelers and local residents) who must avoid gluten. We also accommodate other diet restricted diners with dairy and egg-free options. We also do special orders for baked goods.

We have established relationships with Boar's Head for high-quality meats and cheeses as well as a local roaster for our coffee. While we are still fairly new we have received good community response and have acquired a number of regular local customers which continues to grow.

During the summer we received a large amount of tourist traffic and learned to optimize our operations to deal with sudden rushes in demand. We are looking for a space that will give us more traffic, particularly in the winter, as well as a larger and more fully-equipped kitchen so that we can expand our menu offerings. Most items on our menu can be prepared quickly, which will be highly relevant in an airport setting.

2. Management and Operations Plan

a. Key Personnel

- Debbie Adam – owner of Debbie's Bistro and also the manager. Debbie has designed the menu, created recipes for waffles and baked goods, and has worked in every aspect of the business. She is a current Certified Food Protection Manager (CFPM) and will be directly involved in daily operations.

- James Adam – Provides support in administrative and technical areas. He has general management experience and holds an MBA. Also has been providing additional labor during peak hours. James plans to get his CFPM certification as well so he can be a suitable backup manager if Debbie is unavailable for an extended time.

- Staff – If selected, Debbie's Bistro will hire sufficient kitchen and customer service staff. We would anticipate hiring at least 4 staff initially and scaling as needed. Debbie will be conducting most of the training for new staff.

b. Days and Hours of operation.

Debbie's Bistro proposes operating from **8:00 AM to 6:00 PM Monday-Saturday and 11:00AM to 2:00PM on Sunday**, with reduced staffing during slower hours and full staffing during peak hours. During reduced hours, coffee, beverages, grab-and-go options and limited menu items will remain available to ensure continuous service.

Monday-Saturday: 8am-6pm

Sunday: 11am - 2pm

These are our initial proposed hours - we would strive to remain flexible by shifting hours based on airport traffic patterns and/or seasonal demand if appropriate.

c. Proposed Menu

- Coffee & Espresso drinks (\$2-\$7)
- Waffle Sandwiches (\$8-\$18)
- Waffle Pizza (\$11-\$15)
- Salads (\$9-\$12)
- Soup (\$8)
- Baked goods (\$3-\$6)
- Seasonal items (e.g., holiday-themed baked goods or dishes that incorporate seasonal produce)

The full menu for our current location is attached. We would plan to expand our offerings with access to a more fully equipped kitchen, and prices may change depending on costs associated with operating in the airport.

d. Services

Debbie's Bistro will meet the needs of airport customers by offering:

1. **On-Premises Dining:** Comfortable seating with quick service for patrons who wish to enjoy their meals onsite. We plan to adopt a counter-service model (rather than table service) to keep staffing requirements low and make fulfilling orders more efficient.
2. **Carry-Out Orders:** Efficient processing for takeout orders, including an optional pre-order system (website) to reduce wait times.
3. **Special Orders:** Special orders for gluten-free baked goods (cakes, etc).
4. **Speed and Convenience:** Most of the items on our menu can be prepared quickly. Orders will be prepared in 5-20 minutes using an optimized kitchen layout and workflow.
5. **Customer-Centric Service:** Staff will be trained to address dietary restrictions, recommend menu items, and maintain a clean, inviting environment. We also plan to have guest Wi-Fi available.



Debbie's Bistro

A dedicated Gluten-Free eatery

Waffle Sandwiches

Breakfast Sausage - \$12.99

Sausage, spinach, pepperjack

BST - \$12.99

Bacon, spinach, tomato, cheddar

Ultimate Breakfast - \$14.99

Sausage, bacon, spinach, pepperjack

BBQ Chicken - \$13.99

BBQ Sauce, spinach, provolone

Ham Club - \$13.99

Tomato, Spinach, Swiss, Mustard

Greek Turkey - \$13.99

Spinach, tomato, cucumber, tzatziki

Turkey Cranberry - \$15.99

Cranberry Sauce and spinach on focaccia waffle

Pastrami - \$14.99

Provolone, spinach, tomato, hummus

Spicy Roast Beef - \$14.99

Spinach, tomato, pepperjack, spicy mayo

Mediterranean Veggie - \$10.99

Spinach, tomato, cucumber, hummus

PB & J - \$8.99

Peanut Butter and Strawberry Jam

Waffle Cheese melt - \$10.99

A combination of all our cheeses

Waffle Pizza

Pizza Bianca - \$10.99

Olive oil, tomato, spinach, cheese, seasoning

BBQ Chicken Pizza - \$14.99

Waffle pizza with BBQ Chicken and Bacon

Soup & Salad

House Salad - \$8.99

Spinach, cucumber, tomato, and dressing

BBQ Chicken Salad - \$12.99

Spinach salad with BBQ Chicken and bacon

Soup of the Day - \$7.99

Served with quarter focaccia waffle

Waffle Treats

Just a Waffle - \$7.99

Served with maple syrup and whipped cream. Fruit optional

Chocolate Banana Sandwich - \$8.99

Waffle with Dark Chocolate Hummus and banana

Note: Our waffles are Vegan - no dairy, egg, or soy *contains almonds and coconut

44539 Sterling Hwy Ste 100, Soldotna AK 99669

Phone: 907-252-9183



Debbie's Bistro

A dedicated Gluten-Free eatery

Coffee & Tea

	8oz	12oz	16oz	20oz
Brewed Coffee	\$2.75	\$3.25	\$3.75	\$4.25
Americano	\$2.75	\$3.25	\$3.75	\$4.25
Latte (available Iced)	\$3.75	\$4.25	\$5.00	\$5.75
Cappuccino	\$3.75	\$4.25	\$5.00	\$5.75
Mocha & White Mocha (available Iced)	\$4.25	\$4.75	\$5.25	\$6.00
Pumpkin Spice Latte (available Iced)	\$4.25	\$4.75	\$5.25	\$6.00
Red Eye	\$3.75	\$4.25	\$5.75	\$6.25
Tea	\$2.25	\$2.50	\$3.00	\$3.25
Chai tea latte (available Iced)	\$4.00	\$4.75	\$5.25	\$5.75
Hot chocolate	\$2.75	\$3.50	\$4.25	\$4.75

	Single Double Triple Quad			
Espresso single & double	\$2.00	\$3.00	\$4.00	\$5.00
Macchiato single & double	\$2.50	\$3.50	\$4.50	\$5.50

*Oat, 1% or almond milk available on request

*Whipped Cream available!

Syrups

\$0.50

Caramel, cinnamon, chocolate, coconut, hazelnut, french vanilla, macadamia nut, peppermint, toasted marshmallow

Cold Beverages

Bottled Water \$1.00

Pepsi / Diet Pepsi \$2.00

Sparkling Apple Juice \$2.50

La Croix Sparkling Water \$2.25

44539 Sterling Hwy Ste 100, Soldotna AK 99669

Phone: 907-252-9183



Kenai City Council - Regular Meeting

December 18, 2024 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

****Telephonic/Virtual Information on Page 3****

Action Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

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

B. SCHEDULED ADMINISTRATIVE REPORTS

C. SCHEDULED PUBLIC COMMENTS (*Public comments limited to ten (10) minutes per speaker*)

D. UNSCHEDULED PUBLIC COMMENTS (*Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

E. PUBLIC HEARINGS

1. **POSTPONED TO 1/15/2025. Ordinance No. 3445-2024** - Decreasing Estimated Revenues and Appropriation in the Kenai City Municipal Roadway Improvement Capital Project Funds to Transfer Residual Balance from Completed Projects Back to Their Original Funding Sources, and Increasing Estimated Revenues and Appropriation in the Kenai City Water & Sewer, Public Safety, and Airport Improvements Capital Project Funds to Fully Fund Projects Approved in the FY2025 Budget. (Administration)
2. **ADOPTED UNANIMOUSLY. Resolution No. 2024-52** - Reinstating a Player Registration Fee for the City of Kenai City League Basketball to Support More Games During the Season. (Administration)
3. **ADOPTED UNANIMOUSLY. Resolution No. 2024-53** - Approving Extensions and Amendments to Two Agreements with the State of Alaska Division of Forestry and Fire Protection. (Administration)

F. MINUTES

1. *Regular Meeting of December 4, 2024. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Non-Objection to Renewal of a Beverage Dispensary Tourism Liquor License for Schilling Alaska, LLC DBA Uptown Motel/Louie's - License No. 1859. (City Clerk)
3. ***Action/Approval** - Non-Objection to the Renewal of a Marijuana Product Manufacturing Facility License and a Standard Marijuana Cultivation License for Red Run Cannabis Cultivators, LLC., DBA: Red Run Cannabis Cultivators, LLC. - License No.'s 19372 and 10052; and a Retail Marijuana Store License for Red Run Cannabis Company, LLC., DBA: Red Run Cannabis Company, LLC. – License No. 10056. (City Clerk)
4. ***Action/Approval** - Special Use Permit to Echo Lake Meats for Use of 20 Square Feet of Terminal Space at the Kenai Municipal Airport. (Administration)
5. ***Ordinance No. 3446-2024** - Accepting and Appropriating a Grant from the Alaska Food Coalition to the Kenai Senior Center. (Administration).
6. **APPROVED UNANIMOUSLY. Action/Approval** - Approving a Certificate of Acceptance Notice for Kee's Turn Subdivision. (Administration)
7. **WORK SESSION SCHEDULED FOR 1/16/2025 AT 6:00 P.M AT THE KENAI CHAMBER OF COMMERCE. Discussion/Approval** - Scheduling a Joint Work Session with the Kenaitze Indian Tribe. (Administration)

I. COMMISSION REPORTS

1. Council on Aging Commission
2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Commission

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

1. CIRCAC Director's Report

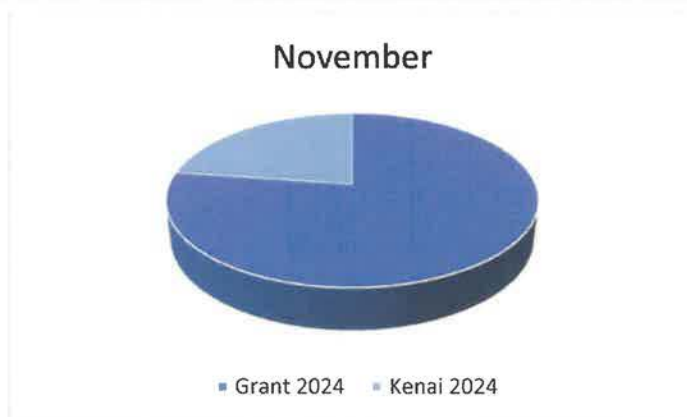
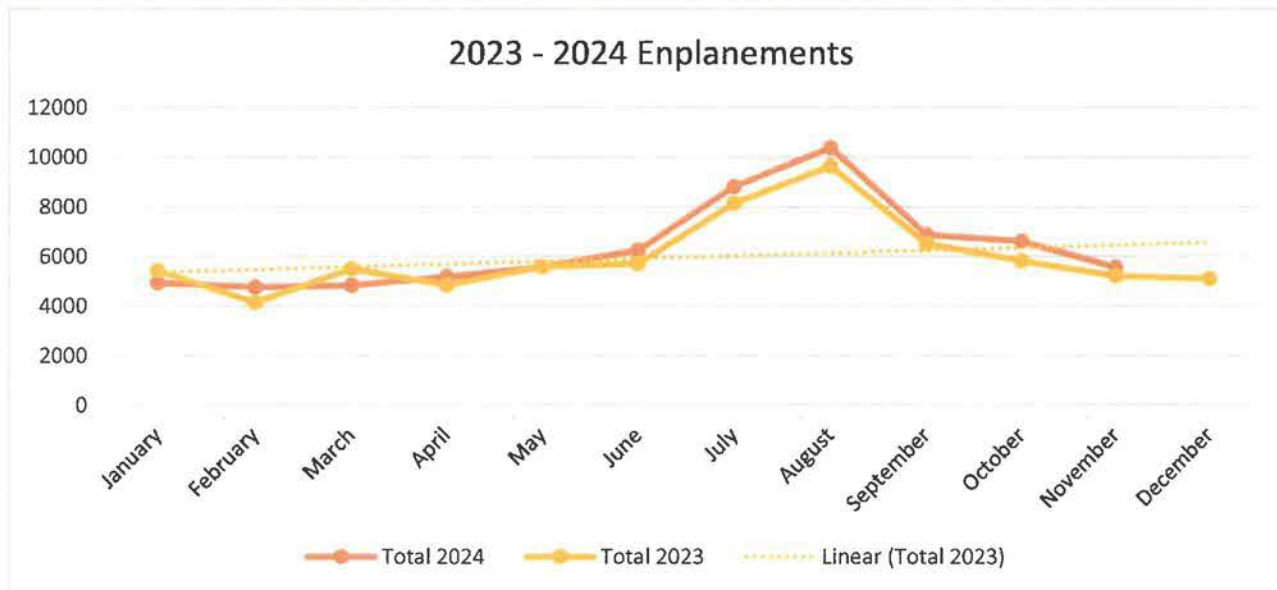
The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk's Office at 907-283-8231.

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

https://us02web.zoom.us/meeting/register/tZMlde6ppzMqH9XOmky_X6zWJB4sCHPvGwnt

ENA Airline Passenger Enplanements

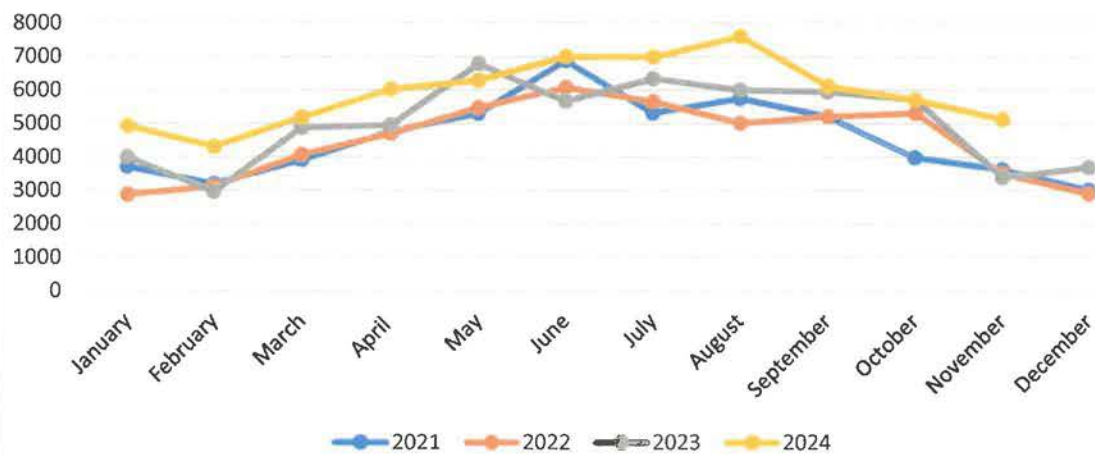
Month	Grant 2024	Kenai 2024	Ravn 2023	Grant 2023	Kenai 2023	Total 2024	Total 2023	Change from 2023 to 2024
January	3218	1719	2799	2326	305	4937	5430	-493
February	3207	1553	2711	1199	229	4760	4139	621
March	3508	1325	2982	2236	280	4833	5498	-665
April	3847	1326	2529	2087	220	5173	4836	337
May	4024	1546	2547	2432	608	5570	5587	-17
June	4635	1624	2371	2740	590	6259	5701	558
July	6585	2231	4241	3067	836	8816	8144	672
August	7584	2798	4936	3592	1105	10382	9633	749
September	5291	1583	3429	2474	610	6874	6513	361
October	5090	1528	2159	2865	797	6618	5821	797
November	4301	1267	33	3508	1669	5568	5210	358
December			0	3439	1654		5093	
Total	51290	18500	30737	31965	8903	69790	71605	3278



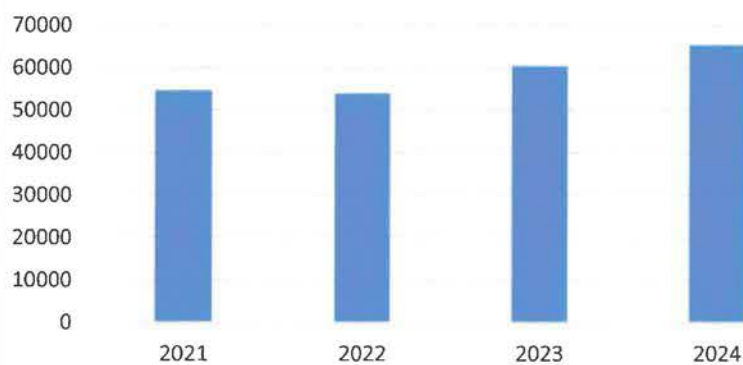
ENA Air Traffic Control Tower Operations

Year	2021	2022	2023	2024
January	3709	2882	4009	4927
February	3196	3117	2965	4313
March	3908	4069	4874	5192
April	4762	4697	4957	6022
May	5306	5472	6786	6297
June	6872	6072	5660	6998
July	5313	5654	6337	6991
August	5747	5020	6007	7602
September	5218	5215	5950	6118
October	3990	5312	5724	5710
November	3636	3517	3404	5140
December	3018	2907	3699	
Total	54675	53934	60372	65310

Tower Operations by Year



Tower Operations Total Per Year



ENA Terminal Vehicle Parking Revenue

Year	2023	2024
January	\$ 18,144	\$ 17,977
February	\$ 19,005	\$ 19,877
March	\$ 20,124	\$ 20,848
April	\$ 19,276	\$ 22,493
May	\$ 20,360	\$ 20,728
June	\$ 16,612	\$ 21,572
July	\$ 18,156	\$ 25,668
August	\$ 31,564	\$ 25,555
September	\$ 21,125	\$ 23,259
October	\$ 21,212	\$ 31,032
November	\$ 20,861	\$ 31,780
December	\$ 20,654	
Total	\$ 247,092	\$ 260,790

