



**Kenai Airport Commission**

**Regular Meeting**

**February 13, 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. 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. January 9, 2025 Regular Meeting Minutes ..... **Pg. 3**

**E. UNFINISHED BUSINESS**

**F. NEW BUSINESS**

1. **Discussion/Recommendation** – The City approve a lease application ENA, LLC for Lots 5A & 5B, FBO Subdivision No. 10 for the use of fuel service fixed-base operator..... **Pg. 6**
2. **Discussion/Recommendation** – Accepting a Donation of a Taxidermy Polar and Brown Bear for display in the Airport Terminal. .... **Pg. 40**
3. **Discussion/Recommendation** – First extension of security guard services ..... **Pg. 41**

**G. REPORTS**

1. Airport Manager
2. Commission Chair
3. City Council Liaison..... **Pg. 45**

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

**I. NEXT MEETING ATTENDANCE NOTIFICATION – March 13, 2025**

**J. COMMISSIONER COMMENTS AND QUESTIONS**

**K. ADJOURNMENT**

**L. INFORMATION ITEMS**

1. Administration Report..... **Pg. 51**

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

[https://us02web.zoom.us/join/zoom/register/-iP3Xe5mQC-\\_MR5nLfdGdw](https://us02web.zoom.us/join/zoom/register/-iP3Xe5mQC-_MR5nLfdGdw)

*The agenda and agenda items are posted on the City's website at [www.kenai.city](http://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  
JANUARY 9, 2025 – 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 January 9, 2025, in the Kenai City Council Chambers, Kenai, AK. Chair Feeken called the meeting to order at approximately 6:00 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 Zirul  
Cody Whicker

Paul Minelga, Vice Chair  
Jacob Caldwell

A quorum was present.

Absent:

James Bielefeld

Dan Knesek

Also in attendance were:

Derek Ables, Airport Manager  
Sarah Conley, Airport Administrative Assistant  
Henry Knackstedt, Vice Mayor  
Kevin Buettner, Planning Director  
\*\*Joshua Bolling, Student Representative

**3. Election of Chair and Vice Chair**

**MOTION:**

Vice Chair Minelga **MOVED** to reappoint Glenda Feeken as Chair. Commissioner Zirul **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested.  
There being no objection; **SO ORDERED**.

**MOTION:**

Commissioner Zirul **MOVED** to reappoint Paul Minelga as Vice Chair. Commissioner Caldwell **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested.  
There being no objection; **SO ORDERED**.

**4. Agenda Approval**

**MOTION:**

Commissioner Caldwell **MOVED** to approve the agenda as presented. Vice Chair Minelga **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. December 12, 2024 Regular Meeting Minutes

**MOTION:**

Commissioner Caldwell **MOVED** to approve the December 12, 2024 Airport Commission minutes. Vice Chair Minelga **SECONDED** the motion.

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

**E. UNFINISHED BUSINESS** – None.

**F. NEW BUSINESS**

1. **Discussion/Recommendation** – Recommending Council Approve Airport Commission 2025 Annual Work Plan.

**MOTION:**

Commissioner Caldwell **MOVED** to recommend City Council approval of the Airport Commission 2025 Annual Work Plan. Commissioner Zirul **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion.

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

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.

**MOTION:**

Commissioner Caldwell **MOVED** to recommend City Council approval of an amendment to Kenai Municipal Code to allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone. Commissioner Zirul **SECONDED** the motion.

Planning Director Buettner gave a staff report from information provided in the packet.

**UNANIMOUS CONSENT** was requested on the motion.

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

3. **Review/Approve** – Airport Commission 2024 Annual Report for Submission to City Council.

**MOTION:**

Commissioner Zirul **MOVED** to recommend City Council approval of the Airport Commission 2024 Annual Report for submission to City Council. Commissioner Caldwell **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion.

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

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.

**MOTION:**

Commissioner Zirul **MOVED** to recommend City Council adoption of a Resolution authorizing the City Manager to enter into a Restaurant Concession Agreement for the Kenai Municipal Airport. Commissioner Caldwell **SECONDED** the motion.

**UNANIMOUS CONSENT** was requested on the motion.

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

**G. REPORTS**

1. Airport Manager – Airport Manager Ables reported that there would be a public meeting for the Airport Master Plan on Tuesday, February 4, 2025 from 5:30-7:30 p.m.
2. Commission Chair – Chair Feeken requested that Council reconsider their direction to the Airport Commission to create annual goals.
3. City Council Liaison – Council Member Knackstedt reported on recent actions of the City Council.

**H. ADDITIONAL PUBLIC COMMENTS** – None.

**I. NEXT MEETING ATTENDANCE NOTIFICATION** – February 13, 2025

**J. COMMISSION QUESTIONS AND COMMENTS**

Vice Chair Minelga noted that the Airport Master Plan meeting could be shared by the Peninsula Pilot Club on Facebook.

Commissioner Zirul noted that he was in support of creating Commission annual goals, and thanked Vice Chair Minelga for his work on them.

**K. ADJOURNMENT**

**L. INFORMATIONAL ITEMS**

1. Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 6:27 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of January 9, 2025.

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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.*

## MEMORANDUM

**TO:** Airport Commission

**THROUGH:** Derek Ables, Airport Manager

**FROM:** Brandon McElrea, Planning Technician

**DATE:** January 29, 2025

**SUBJECT:** **Action/Approval** – ENA, LLC Lease Application for Lots 5A & 5B, FBO Subdivision No. 10

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ENA, LLC (Everts) submitted a land lease application of Airport Reserve Lands for the properties described as Lots 5A & 5B, FBO Subdivision No. 10, located at 535 North Willow Street (KPB Parcel numbers 04318047 and 04318048). The applicant is requesting a term of 45 years and proposing an improvement amount of approximately \$3,000,000 to erect a hangar and establish Fixed Base Operator (FBO) as well as install a fuel tank farm. Pursuant to Kenai Municipal Code (KMC) 21.10.080(b) *[Lease] Term Table*, the maximum term for the proposed investment value is 45 years. The 30-day notice of competitive land lease application expired November 24, 2024. The City received no competing lease applications for the subject properties.

The applicant intends to use the premises to establish a Southcentral headquarters, including an aircraft hangar for maintenance, storage, crew quarters and office space, as well as a fuel tank farm to support airport business and FBO operations. Everts does not currently hold any leases with the City of Kenai.

A Preliminary Plat was approved by the City of Kenai Planning and Zoning Commission on December 11, 2024 and passed by the Kenai Peninsula Borough Plat Committee on January 13, 2025 to merge the subject properties into a single approximately 4.499-acre parcel located within the Airport Light Industrial (ALI) Zone.

The subject properties total approximately 4.499 acres and are located within the Airport Light Industrial (ALI) Zone. The intent of the ALI Zone is to protect the viability of the Kenai Municipal Airport as a significant resource to the community by encouraging compatible land uses and reducing hazards that may endanger the lives and property of the public and aviation users. The proposed headquarters and fuel storage is a permitted use in the ALI Zone as an Airport Compatible Use. Fuel storage and distribution will continue to promote the viability of the Kenai Municipal Airport. Furthermore, the proposed use is consistent with the 2016 Imagine Kenai 2030 Comprehensive Plan. It supports Goal 5 – Transportation, which has a vision for Kenai Municipal Airport as a gateway to the Kenai Peninsula.

**Does the Airport Commission recommend the City approve a lease application ENA, LLC for Lots 5A & 5B, FBO Subdivision No. 10 for the use of fuel service fixed-base operator and tank farm for a term of 45 years?** The Kenai City Council will be notified of the Airport Commissions decision as part of their evaluation of the lease application. The Airport Commission makes their decision on lease applications based on the proposed developments compliance with the Airport Land Use Plan, Federal Aviation Administration regulations, Airport Master Plan, Airport Improvement Program assurances, and Airport operations. The Planning and Zoning Commission will also review the application and provide a recommendation to City Council.

Thank you for your consideration.

**Attachments**

Aerial Map





# Aerial Map





## **KENAI MUNICIPAL AIRPORT LEASE OF AIRPORT RESERVE LANDS**

THIS LEASE AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF KENAI, 210 Fidalgo Avenue, Kenai, Alaska 99611-7794, and ENA, LLC, whose address is P.O. Box 61680, Fairbanks, AK 99706 ("Lessee").

### **DEFINITIONS**

For the purposes of this Lease the following terms are defined in KMC 21.10.020 (effective as of the date of execution of the lease) as follows:

1. Airport – the Kenai Municipal Airport, including all the runways, taxiways, aprons, water lanes, water taxiways, and all City-owned real estate located within the boundaries of the Airport Reserve as defined in KMC Chapter 21.05, Airport Administration and Operation.
2. Airport Manager – the official to whom the City Manager of the City has delegated the authority and responsibility of managing and directing the activities of the Airport. "Airport Manager" includes that person's authorized representative.
3. City – the City of Kenai, its elected officials, officers, employees or agents.
4. City Manager – the official to whom the Kenai City Council has delegated the responsibility of managing and directing all activities of the City.
5. Contamination – the unpermitted presence of any released Hazardous Substance.
6. Environmental Law – any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any governmental entity relating to environmental matters, including littering and dumping.
7. FAA – the abbreviation for the Federal Aviation Administration.
8. Hazardous Substance – any substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.
9. KMC – the abbreviation for the Kenai Municipal Code.
10. Permanent Improvement – a fixed addition or change to land that is not temporary or portable, including a building, building addition, gravel fill, pavement, retaining wall, storage tank, well, and remediation of contamination for what the lessee is not responsible

### **ARTICLE I**

## **PREMISES LEASED**

A. **PREMISES:** In consideration of Lessee's payment of the rents and performance of all the covenants of this Lease, the City leases to the Lessee, and the Lessee leases from the City, the following described property ("Premises") in the Kenai Recording District, Third Judicial District, State of Alaska and located on the Airport; to wit:

### *Description of Lease Property*

B. **NO WARRANTY:** Except as may be provided in this Lease, the City makes no specific warranties, expressed or implied, concerning the condition of the Premises including, survey, soils, wetlands, access, and suitability or profitability for any use including those authorized by this Lease, its environmental condition, or the presence or absence of Hazardous Substances in, on, and under the surface. The Lessee takes the Premises on an "as is" basis and without warranty, subject to any and all of the covenants, terms, and conditions affecting the City's title to the Premises.

## **ARTICLE II RIGHTS AND USES**

### **A. AUTHORIZED USES:**

1. **USE OF PREMISES:** The City authorizes the Lessee to use the Premises for the following purposes only:

Hangar, FBO Activities, Bulk Fuel Storage and Distribution

2. **CONTINUOUS OPERATIONS:** Unless the City approves otherwise in writing, the Lessee will operate on the Premises on a continuous basis, uninterrupted by any period of closure over 15 consecutive days. The Lessee will give the City written notice before closing the Lessee's business on the Premises for more than 10 consecutive days. The notice must state the reason for the closure and the date on which the Lessee will re-open for business. This provision does not apply to any period during which the Lessee is unable to operate its business as a result of an act or directive of the City, or as a result of a closure of the Airport or loss of the Lessee's buildings on the Premises due to fire or natural disaster.

### **B. RIGHTS RESERVED TO THE CITY:**

1. **RIGHT TO GRANT TO OTHERS:** The City reserves the right to grant to others any rights and privileges not specifically granted to the Lessee on an exclusive basis. The rights and privileges granted to the Lessee in this Lease are the only rights and privileges granted to the Lessee by this Lease.
2. **EASEMENTS:** The City reserves the right to make grants to third parties or

reserve to the City easements or rights of way through, on, or above the Premises. The City will not grant or reserve any easement or right of way that unreasonably interferes with the Lessee's authorized uses of the Premises.

3. INGRESS, EGRESS AND INSPECTION: The City reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all inspections and environmental testing will be coordinated with the Lessee to minimize interference with the Lessee's authorized uses of the Premises.
4. RIGHT OF FLIGHT: There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.

C. PROHIBITED USES: Unless specifically authorized by this Lease or an amendment to this Lease, the following are prohibited:

1. Any use of the Premises other than those authorized in this Lease.
2. Any use of the Premises that is in violation of a City Ordinance or an Airport regulation.
3. The outside storage on the Premises of junk, salvage aircraft or vehicle parts, non-operational support equipment, unused or damaged equipment or material, or solid waste or debris unless allowed pursuant to a conditional use permit under KMC 14.20.
4. The disposal on the Premises or the Airport of waste materials generated by the Lessee, including any Hazardous Substance, slash, overburden, and construction waste.
5. The stripping, wasting, or removing any material from the Premises without the prior written approval of the City.
6. Erecting structures or allowing growth of natural objects that would constitute an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.
7. Any use or activity that is prohibited by applicable law or regulation.

### ARTICLE III

## **TERM & HOLDOVER**

A. TERM: The initial term of this Lease is for 45 years, from the \_\_\_\_ day of \_\_\_\_\_, 2025, to the \_\_\_\_ day of \_\_\_\_\_, 2070.

B. HOLDOVER: If the Lessee holds over and remains in possession of the Premises after the expiration, cancellation or termination of this Lease, the holding over will not operate as an extension of the term of this Lease, but only creates a month-to-month tenancy, regardless of any rent payments accepted by the City. The Lessee's obligations for performance under this Lease will continue during the month-to-month tenancy. The City or Lessee may terminate the Lessee's holdover with ten days' advance written notice.

## **ARTICLE IV RENTS AND FEES**

A. RENT: The initial rent for the Premises is \$35,275.68 per year, as established by the City pursuant KMC 21.10.090 and as subject to annual adjustment on July 1 of each year under Article V of this Lease, plus applicable sales tax. The rent shall be payable annually in advance of the first day of each year of the term of this Lease. All payments required by this Lease must be made in U.S. dollars. If the annual rent exceeds \$2,400, the Lessee may, upon written notice to the City, choose to pay the rent in equal monthly installments, payable in advance on or before the anniversary date of the term of this Lease and thereafter at monthly intervals. No conversion of the payment schedule from annual to monthly shall result in the City receiving less rent than it would have received had the conversion not taken place.

1. Rent Credit: A rent credit may be applied for a maximum of five years of lease payments as provided in KMC 21.10.100 (as effective at the time this lease is executed). Once the work is completed and value determined, a credit will be applied to the lease payments, prorated as necessary for the successive five years.
2. Any Rent Credit provided will be retroactively and prospectively revoked, and the full rent credited will become automatically due within 30 days of any failure to complete construction of any and all improvements within the time periods required as described in this Lease. Failure to repay the City within 30 days for all rent credited should repayment become due, will be considered a breach of terms of this Lease, subjecting the Lease to termination at the City's discretion.

B. RENT PRORATED: Rental for any period less than one year shall be prorated on the basis of the rent payable under this Lease in last full year previous to the prorating.

C. ADDITIONAL RENT: In addition to the rent specified in (a) of this Article, Lessee agrees to pay to the appropriate parties all levies, assessments, and charges as follows:

1. Taxes pertaining to the leasehold interest of the Lessee.

2. Sales tax now enforced or levied in the future, computed upon rent payable in monthly installments whether the Lessee pays rent under this Lease on a monthly or annual basis.
3. All taxes and assessments levied in the future by the City, as if Lessee was the legal owner of record of the Premises.

D. **PAYMENTS:** The Lessee shall make checks, bank drafts, or postal money orders payable to the City of Kenai and deliver payments to City of Kenai, Finance Department, 210 Fidalgo Avenue, Suite 200, Kenai, Alaska 99611-7794 or any other address the City may designate in writing to the Lessee.

E. **INTEREST:** Beginning the day after payment is due, all unpaid rents, charges, and fees required under this Lease will accrue interest at the rate of eight percent (8.0%) per annum. Interest on disputed amounts will not be charged to the Lessee if the dispute is resolved in the Lessee's favor.

F. **LATE PAYMENT PENALTY:** In addition to any interest payable under Provision (E) of this Article, each time the Lessee fails to pay any rent or fee by the date required in this Lease, the City will charge, and the Lessee shall pay, an administrative penalty of ten percent (10.0%) of the amount due and unpaid.

G. **COURTESY BILLINGS:** Lessee acknowledges that any billing statement issued by the City is provided only as a courtesy. The Lessee is obligated to pay all rents and fees when due, regardless of whether or not the Lessee receives a billing statement from the City.

H. **LIEN AGAINST LESSEE:** Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this Lease will be a lien against the Lessee's property, real or personal.

I. **PAYMENT OF CITY'S COSTS:** The Lessee will pay all reasonable actual expenses, costs, and attorney fees City may incur, with or without formal action, to enforce, defend, or protect this Lease or City's rights under this Lease, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the Lessee, the Lease, the Premises, or improvements or personal property on the Premises. The Lessee will make payment within 30 days of the date of each notice from City of any amounts payable under this provision.

J. **PAYMENT FOR SPECIAL SERVICES:** Lessee agrees to pay the City a reasonable fee for any special services or facilities the City agrees to perform, which the City is not otherwise obligated by this Lease to provide and which the Lessee requests from the City in writing.

## **ARTICLE V ADJUSTMENT OF RENT AND FEES**



A. RENT OR FEE ADJUSTMENT: The City shall adjust rent or fees payable by the Lessee under Article IV or other provisions of this lease on July 1 of each year of the lease as proved in KMC 21.10.090 (as effective at the time this lease is executed) and shall make any other adjustments to rent as allowed for in KMC 21.10.090.

No rent or fee change shall be effective until 30 days after the date of the City's written notice to the Lessee. If the Lessee believes that any changed rent exceeds the fair market rent for the Premises, the Lessee may appeal a rent change to the City as provided in KMC 21.10.090.

## **ARTICLE VI ASSIGNMENT & SUBLETTING**

A. INVALID WITHOUT CITY'S CONSENT: The Lessee may not assign, sublet, or grant a security interest in, by grant or implication, the whole or any part of this Lease, the Premises, or any improvement on the Premises without the written consent of the City. Any proposed assignment, sublease, or security interest must be written and must be submitted to the City bearing the original, notarized signature of all parties. The Lessee may submit unsigned draft documents for the City's conceptual review. However, the City's conceptual approval of a draft document may not be construed as the City's consent to any assignment, sublease, or security interest. All provisions in this Lease extend to and bind the assignees and sub-lessees of the Lessee.

B. NO WAIVER OF CONSENT: The City's consent to one assignment, sublease, or security interest will not waive the requirement for the Lessee to obtain the City's consent to any other assignment, sublease, or security interest.

C. ASSIGNEE / LESSEE OBLIGATIONS: An assignment must include a provision stating that the assignee accepts responsibility for all of the assignor's (Lessee's) obligations under this Lease, including environmental liability and responsibility. However, unless the City specifically releases the Lessee in writing, the City may hold the Lessee responsible for performing any obligation under this lease which an assignee fails to perform.

D. OCCUPANCY BEFORE CITY CONSENT: An assignee or sub-lessee may not occupy the Premises before the City consents to the assignment or sublease in writing.

E. CONFLICT OF PROVISIONS: In the event of a conflict between this Lease and an assignment or a sublease, the terms of this Lease control.

F. LESSEE NOT RELIEVED OF OBLIGATIONS: The City's consent to any sublease does not relieve or otherwise alter the Lessee's obligations under this Lease.

G. SECURITY ASSIGNMENTS AND FINANCING:

1. Subject to the requirements of (A) of this Article VI, the Lessee may assign a security interest in this Lease. The security interest may be in the form of a mortgage, deed of trust, assignment or other appropriate instrument, provided

- a. the security interest pertains only to the Lessee's leasehold interest;
  - b. the security interest does not pertain to or create any interest in City's title to the Premises; and
  - c. the documents providing for the security interest are acceptable to the City.
2. If the assignment of a security interest to which the City has consented shall be held by an established lending or financial institution, including a bank, an established insurance company and qualified pension or profit sharing trust, and the lending institution acquires the Lessee's interest in this Lease as a result of a foreclosure action or other remedy of the secured party, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, the lending institution may transfer its interest in this Lease to a nominee or a wholly owned subsidiary corporation with the prior written consent of the City, provided, the transferee assumes all of the covenants and conditions required to be performed by the Lessee (including payment of any monies owed by Lessee to the City under the lease). In the event of such a transfer, the lending institution shall be relieved of any further liability under this Lessee.
3. A holder of a security interest in this Lease consented to by the City shall have, and be subrogated to, any and all rights of the Lessee with respect to the curing of any default of this Lease by Lessee.
4. A holder of a security interest consented to by the City that takes possession of this Lease shall not be released from the obligations and liabilities of this Lease unless the holder assigns its leasehold estate to an assignee who is financially capable and otherwise qualified to undertake to perform and observe the conditions of this Lease and the City consents to the assignment. The City's consent will not be unreasonably withheld.

## **ARTICLE VII MAINTENANCE, SNOW REMOVAL & UTILITIES**

### **A. MAINTENANCE:**

1. At no cost to the City, the Lessee will keep the Premises and all improvements on the Premises clean, neat and presentable, as reasonably determined by the City.
2. At no cost to the City, the Lessee will provide for all maintenance and services at the Premises as may be necessary to facilitate the Lessee's compliance with this Lease and the Lessee's use of the Premises.

3. The Lessee shall comply with all regulations or ordinances of the City that are promulgated for the promotion of sanitation. At no cost to the City, the Lessee shall keep the Premises in a clean and sanitary condition, and control activities on the Premises to prevent the pollution of water.
4. The Lessee agrees to comply with all decisions and directions of the City's Airport Manager regarding maintenance and operation of the Airport, and the use of the Airport by the Lessee.

**B. SNOW REMOVAL:**

1. At no cost to the City, the Lessee is responsible for snow removal on the Premises. The Lessee shall dispose of snow in an off-Premises location approved in writing by the City or provide suitable snow storage within the boundaries of the Premises in accordance with all applicable federal and state laws. At the request of the Airport Manager, the Lessee shall submit a snow removal plan for the Premises to the Manager for review. Upon approval of the Lessee's plan by the Airport Manager, the Lessee shall conduct all snow removal operations on the Premises in accordance with the approved plan.
2. Lessee shall not deposit snow on an apron, taxiway, safety area, or other aircraft-maneuvering surface provided for common use by others without the prior written of the Airport Manager.
3. Lessee agrees to not allow an accumulation of snow on the Premises that would cause interference with adjoining leaseholders or other users of the Airport.

**C. UTILITIES:** Unless specifically provided otherwise in this Lease, the Lessee shall, at no cost to the City, provide for all utilities at the Premises necessary to facilitate the Lessee's use of the Premises.

**ARTICLE VIII  
OPERATIONS**

**A. OPERATIONS ON THE AIRPORT:** The Lessee will ensure that the Lessee, its employees, guests, contractors, sub-lessees, and vendors that perform any activity or function authorized under this Lease shall do so in a manner that ensures the safety of people, the protection of public health and the environment, and the safety and integrity of the Airport and the Premises.

**B. LESSEE'S CONTROL AND RESPONSIBILITY:**

1. The Lessee will assume full control and sole responsibility as between Lessee

and City for the activities of the Lessee, the Lessee's personnel and employees, and anyone else acting by, on behalf of, or under the authority of the Lessee on the Airport, including the Premises.

2. The Lessee will immediately notify the City of any condition, problem, malfunction or other occurrence that threatens the safety of people or the Airport, harm to public health or the environment, or the safety or integrity of the Premises.

C. **RADIO INTERFERENCE:** The Lessee 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.

D. **WILDLIFE:** The Lessee acknowledges that a concentration of birds or other wildlife on an airport constitutes a significant hazard to aircraft operations. The Lessee agrees to keep the Premises clean of fish slime, fish waste, or any other material that might attract birds or other wildlife. The Lessee accepts full responsibility to maintain the Premises, control operations, and take all reasonable measures to prevent a concentration of birds or other wildlife on the Premises.

E. **PARKING:** The Lessee will provide adequate vehicle, equipment, and aircraft parking space on the Premises for Lessee's business or activities, or confine parking to such other places on the Airport as may be approved or designated in writing by the Airport Manager.

## **ARTICLE IX ENVIRONMENTAL PROVISIONS**

A. **HAZARDOUS SUBSTANCE:**

1. The lessee will conduct its business and/or operation on the Premises in compliance with all environmental laws and permits. If hazardous substances are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state and local laws.
2. Lessee will promptly give the City notice of proceeding to abate or settle matters relating to the presence of a Hazardous Substance on the Premises or from Lessee's operations on the Airport. The Lessee will allow the City to participate in any such proceedings.

B. **ENVIRONMENTAL INDEMNIFICATION:** If Contamination of the Premises or other property by a Hazardous Substance occurs from the Lessee's operations on the Premises the Lessee will indemnify, defend, and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, sums paid

in settlement of claims, attorney's fees, consultant fees, and expert fees, which arise during or after the term of this Lease as a result of such Contamination. This indemnification of the City by Lessee includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, monitoring, or restorative work required by any federal, state, or local governmental agency because of a Hazardous Substance being present in the soil or groundwater or under the Premises or other properties affected by the Contamination.

C. REMEDIATION:

1. In the event of a Hazardous Substance spill on the Premises, the Lessee will immediately notify the City and the Alaska Department of Environmental Conservation and act, promptly, at its sole expense, to contain the spill, repair, any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the City and otherwise comply with the applicable portions of any environmental law.
2. In addition to any notices required by this Lease, the Lessee will immediately notify and copy the City in writing of any of the following:
  - a. Any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to an Environmental Law.
  - b. Any claim made or threatened by any person against the Lessee or arising from the Lessee's operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting, from, or claimed to result from any Hazardous Substances in, on, or under the Airport; or
  - c. Any report made by, or on behalf of, the Lessee to any environmental agency arising out of or in connection with any Hazardous Substances in, on, or removed from the Premises, including any complaints, notices, warnings, or asserted violations.
3. Remediation and restoration of the contaminated area must meet all applicable state and federal regulations and must meet the requirements of all governing regulatory authorities.

D. ENVIRONMENTAL AUDIT: The Lessee will provide the City with all investigative data, test results, reports, and any other information gathered or analyzed as part of or in relation to any Environmental Assessment, characterization or audit on the Premises or the Airport that Lessee performs or causes to be performed after the starting date of this Lease. The Lessee will submit the data, result, report or information to the City within 60 days following the date on which it becomes available to the Lessee.



E. **RELEASE OF LESSEE:** The City releases the Lessee from liability to the City for Contamination and the presence of Hazardous Substances that existed prior to the commencement date of this lease unless caused or materially contributed to by the Lessee.

F. **SURVIVAL OF OBLIGATIONS:** The obligations and duties of the City and Lessee under Article IX of this lease shall survive the cancellation, termination or expiration of this lease.

## **ARTICLE X INDEMNIFICATION & INSURANCE**

### **A. INDEMNIFICATION:**

1. The Lessee will indemnify, save harmless, and defend the City, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm resulting from or arising out of any acts or commission of or omission by the Lessee, Lessee's agents, employees, customers, invitees or arising out of the Lessee's occupation or use of the premises demised or privileges granted, and to pay all costs connected therewith. This indemnification of the City by the Lessee shall include sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from, connected to or on account of this Lease as it relates to the Lessee, the Lessee's activities at or relating to the Airport, or any act or omission by the Lessee, or by any of Lessee's officers, employees, agents, contractors or sub-lessees. These indemnity obligations are in addition to, and not limited by, the Lessee's obligation to provide insurance, and shall survive the expiration or earlier termination of this Lease.
2. The Lessee shall give the City prompt notice of any suit, claim, action or other matter affecting the City to which Paragraph 1, above, may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The City shall have the right, at its option, to participate cooperatively in the defense of, and settlement negotiations regarding, any such matter, without relieving the Lessee of any of its obligations under this provision.
3. As to any amount paid to others for personal injury or property damage with respect to which an act or omission of the City is a legal cause, notwithstanding Paragraph 1 of this section, the Lessee and the City shall reimburse each other according to the principles of comparative fault. If liability to a third party is subject to apportionment according to comparative fault under this provision, the Lessee and the City shall seek in good faith to achieve non-judicial

agreement as to apportionment of fault as between themselves. This apportionment of liability between the City and the Lessee shall not be construed to affect the rights of any person who is not a party to this Lease.

B. **INSURANCE:** At no expense to the City, the Lessee will obtain and keep in force during the term of this Lease, insurance of the type and limits required by this provision. Where specific limits are set, they will be the minimum acceptable limits. If the Lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits. At the time insurance is obtained by the Lessee, all insurance shall be by a company/corporation rated "A-" or better by A.M. Best. The following policies of insurance are required with the following minimum amounts:

1. Commercial General Liability, including Premises, all operations, property damage, products and completed operations, and personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If this lease authorizes the Lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must not exclude of Lessee's fuel handling activities. This policy must name the City as an additional insured.
2. Commercial Automobile Coverage with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles used by the Lessee.
3. Workers Compensation Insurance. The Lessee will provide and maintain, for all employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.
4. The Lessee will provide the City with proof of insurance coverage in the form of an insurance policy or a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this provision must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.
5. If the Lessee's insurance coverage lapses or is canceled, Lessee will immediately, upon written notice by the City, halt all operations on the Airport, including the Premises. The Lessee will not resume operations until the City receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of this Lease.
6. The City may, at intervals of not less than five years from the beginning date of the term of this Lease and upon written notice to Lessee, revise the insurance requirements required under this Lease. City's determination to revise the insurance requirements will be based on the risks relative to the Lessee's

operations, any insurance guidelines adopted by the City, and any applicable law.

7. If the Lessee subleases all or any portion of the Premises under the provisions of this Lease, the Lessee will require the sub-lessee to provide to the insurance coverage required of the Lessee under this Article X.

## **ARTICLE XI LAWS & TAXES**

A. **COMPLIANCE WITH LAW:** Lessee shall comply with all applicable laws, ordinances, and regulations of public authorities now or hereafter in any manner affecting the Airport, the Premises or the sidewalks, alleys, streets, and ways adjacent to the Premises, or any buildings, structures, fixtures and improvements or the use thereof, whether or not any such laws, ordinances, and regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to hold City financially harmless:

1. From the consequences of any violation of such laws, ordinances, and/or regulations; and
2. From all claims for damages on account of injuries, death, or property damage resulting from such violation.

B. **UNLAWFUL ACTIVITY:** The Lessee shall not permit any unlawful use, occupation, business, or trade to be conducted on the Premises contrary to any law, ordinance, or regulation, including zoning ordinances, rules and regulations.

C. **LICENSES AND PERMITS:** The Lessee will obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay other fees and charges assessed under applicable law. Nothing in this Lease prevents the Lessee from challenging any taxes or special assessments to the appropriate authority.

D. **LITIGATION:** The Kenai municipal code, including regulations promulgated thereunder, and the laws of the State of Alaska will govern in any dispute between the Lessee and City. If a dispute continues after exhaustion of administration remedies, any lawsuit must be brought in the courts of the State of Alaska, in Kenai, Alaska.

E. **LESSEE TO PAY TAXES:** Lessee shall pay all lawful taxes and assessments which, during the term of this Lease may become a lien upon or which may be levied by the State, Borough, City, or any other tax levying body, upon any taxable possessory right which Lessee may have in or to the Premises or improvements on the Premises by reason of its use or occupancy or the terms of this Lease provided, however, that nothing in this provision shall prevent Lessee from contesting any increase in a tax or assessment under any applicable law, ordinance, or regulation.

F. **PARTIAL INVALIDITY:** If any term, provision, condition, or part of this Lease is declared by a court of competent jurisdiction to be invalid or unconstitutional, the remaining terms, provisions, conditions, or parts shall continue in full force and effect as though the declaration had not been made.

## **ARTICLE XII LEASE TERMINATION**

A. **CANCELLATION:** The City may, after 30 days' written notice to the Lessee, cancel this Lease and recover possession of the Premises if any of the following violations occur, unless the violation is cured within the 30 days:

1. The Lessee fails to pay when due the rents, additional rents, charges, or other sums specified in this Lease, including any increases made under this Lease.
2. The Lessee's check for payment of any sum due under this Lease is returned for insufficient funds.
3. The Lessee uses or authorizes the use of the Premises for any purpose not authorized by this Lease.
4. The Lessee fails to fully perform and comply with any provision in this Lease.
5. The Lessee violates a provision of Kenai Municipal Code applicable to this Lessee.
6. The court enters a judgment of insolvency against the Lessee.
7. A trustee or receiver is appointed for the Lessee's assets in a proceeding brought by or against the Lessee, or the Lessee files a voluntary petition in bankruptcy.
8. Failure by the Lessee to comply with any land development or permanent improvement construction required by this Lease.

B. **ENTRY AND RE-ENTRY:** In the event that the Lease should be terminated in accordance with this Article XII, or by summary proceedings or otherwise, or upon the Lessee's abandonment of the Premises or a portion of the Premises, the City or its agents, servants, or representatives may, immediately or any time thereafter, re-enter, and resume possession of the Premises or portion thereof, and remove all persons and property therefrom, without being liable for any damages therefore. No re-entry by the City shall be deemed an acceptance of a surrender of the Lease.

C. CONTINUING OBLIGATIONS UNTIL PREMISES VACATED: The Lessee will continue to pay City rent after the expiration, termination, or cancellation of this lease and to abide by the lease obligations, including providing proof of insurance coverage, through the date Lessee relinquishes possession of and completely vacates the Premises. City will consider the Premises completely vacated if the Lessee has

1. Remediated any environmental contamination for which the Lessee is responsible;
2. Restored the Premises to a neat and clean physical condition acceptable to the City.

D. REASONABLE CURE:

1. In the case of a violation that cannot be reasonably cured within 30 days, a notice of cancellation issued by the City to the Lessee under this Article is stayed if, within the 30-day notice period, the Lessee begins and continues expeditious action to cure the violation. The City will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.
2. In the case where, in City's sole determination, Lessee's violation is considered an imminent threat to the airport, public health or safety, or the environment, City will direct the Lessee to stop the activity immediately and may reduce the period to cure the violation, or the City may correct the violation pursuant to (E) of this Article.

E. RIGHT OF CITY TO PERFORM:

1. If, after 30 days following notice the Lessee fails or refuses to perform any action required by this Lease, the City will have the right, but not the obligation, to perform any or all such actions required by this Lease at the sole expense of the Lessee. The City will not take action if the Lessee begins and continues expeditious action to perform any action required by this Lease that cannot be reasonably completed within 30 days. The City will, at its sole discretion, determine what constitutes expeditious action and if an action cannot be reasonably performed in 30 days. The City will submit to the Lessee an invoice for the expenses incurred by the City in the performance by the City of any required action. The Lessee will pay the amount of each invoice within 30 days from issuance.



2. If Lessee fails or refuses to perform any action that has been deemed an imminent threat the City will have the right, but not the obligation, to perform any or all such actions required to expeditiously correct the imminent threat. Lessee shall reimburse the City for any cost, including legal fees and administrative costs reasonably incurred by the City in acting to correct the imminent threat violation.

F. WAIVER: A waiver by the City of any default by the Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If the City waives a default, the City is not required to provide notice to the Lessee to restore or revive any term or condition under this Lease. The waiver by the City of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of the City. The City's failure to insist upon the strict performance by the Lessee of any provision in this Lease is not a waiver or relinquishment for the future, and the provision will continue in full force.

G. AIRPORT CLOSURE:

1. If the City closes the airport to aircraft operations for sixty days or less, this Lease will remain in full force and effect without adjustment
2. If the City closes the Airport to aircraft operations for more than sixty days, but not permanently, and this Lease is for aviation or direct aviation support uses, the Lessee may, upon written notice to the City, either terminate the Lease or retain the Lease and receive a fifty (50%) percent rent reduction or credit for that portion of the closure that exceeds sixty days.
3. If the City permanently closes the Airport to aircraft operations and
  - a. this Lease is for aviation or direct aviation support uses, the Lessee may terminate this agreement by written notice to the City; or
  - b. this Lease is for non-aviation uses, the Lessee may request in writing to have the Lease terminated. The City will consider the Lessee's request in light of the City's best interest and either terminate the Lease, or deny the Lessee's request in writing.

H. DISASTERS: The Lessee or City may cancel this lease upon written notice to the other party if:

1. the Premises becomes unusable through no fault of either party and performance under this lease becomes impossible; or
2. the Airport becomes unusable through no fault of either party and the performance under this lease becomes impossible.

If the Lessee elects in writing that it will continue to operate after notice from City to Lessee that the Airport has become unusable, the Lessee's obligations under the Lease will continue, but City shall be under no obligation to continue to perform.

Causes for termination of the lease under this provision (G) include acts of God, the public enemy, and the United States.

I. NATIONAL EMERGENCY: If the federal government declares a national emergency, neither party may hold the other liable for any inability to perform any part of this Lease as a result of the national emergency.

J. SURRENDER ON TERMINATION: Except as provided otherwise in this Article XII, Lessee shall, on the last day of the term of this Lease (including any extension or renewal thereof) or upon any earlier termination of this Lease, surrender and deliver up the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City.

K. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS:

1. Ownership of Permanent Improvements: Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee's property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.
2. Disposition of Site Development Materials: The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:
  - a. become a part of the realty and the property of the City of Kenai;
  - b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
  - c. may not be removed by the Lessee without the prior written approval of the Lessor.

3. Disposition of Personal Property and Permanent Improvements Other Than Site Development Materials:
- a. Unless the Lessor otherwise directs as provided below, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:
    - i. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
    - ii. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;
    - iii. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction as provided below, remediate any Contamination for which the Lessee is responsible, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.
  - b. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
    - i. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;

- ii. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
  - iii. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible and leave the Premises in a neat and clean physical condition acceptable to the Lessor.
- c. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.
- d. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor.
- e. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
  - i. that the continued presence of the Permanent Improvements on the Premises are not consistent with any written Airport program or plan required for compliance with applicable federal, state, or local law;

- ii. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the City of Kenai; or
  - iii. that the Permanent Improvements present a hazard to public health or safety.
- f. The departing Lessee to whom the Lessor has issued direction under Paragraph e of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the City of Kenai, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph e of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose of unremoved Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible and restore the Premises.
- g. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the City of Kenai. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal and administrative costs, to demolish, remove, dispose, clear title to, or sell the abandoned property and to remediate and restore the Premises.
- h. After the expiration, termination, or cancellation of the Lease, including any holdover, the departing Lessee loses all right to occupy or use the premises without the express or implied consent of the Lessor. Except as the Lessor notifies the departing Lessee otherwise in writing, the Lessor consents to the departing Lessee's continued use and occupancy of the Premises to diligently accomplish the requirements of this Section. Until the departing Lessee relinquishes possession of and completely vacates the Premises and notifies the Lessor in writing that



it has relinquished and vacated the Premises, the departing Lessee shall perform the following as if the lease were still in effect,

- i. pay rent to the Lessor;
  - ii. maintain the premises;
  - iii. provide the Lessor with evidence of each insurance coverage, if any, required under the Lease; and
  - iv. cease using the premises other than to diligently accomplish the requirements of this Section, and to comply with the other requirements of the Lease.
- i. A departing Lessee will not be considered to have relinquished possession and completely vacated the Premises until
- i. the departing Lessee has:
    - (a) remediated, consistent with applicable law, any Contamination for which the Lessee is responsible; and
    - (b) restored the Premises to a clean and neat physical condition acceptable to the Lessor; and
  - ii. either
    - (a) removed all of the Lessee's Permanent Improvements and personal property from the premises or sold the Permanent Improvements and personal property to a succeeding Lessee under the provisions of this Lease; or
    - (b) transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

### **ARTICLE XIII GENERAL COVENANTS**

A. **USE OF THE AIRPORT:** Except as provided herein, any regular use of Airport lands or facilities without the written consent of the City is prohibited. This prohibition shall not apply to use of areas designated by the City for specified public uses, such as passenger terminals, automobile parking areas, and streets.

B. COSTS AND EXPENSES: Costs and expenses incident to this lease, including but not limited to recording costs, shall be paid by Lessee.

C. CARE OF THE PREMISES: The Lessee shall keep the Premises clean and in good order at the Lessee's own expense, allowing no damage, waste, nor destruction thereof, nor removing any material therefrom, without written permission of the City. At the expiration of the term fixed, or any earlier termination of the Lease, the Lessee will peaceably and quietly quit and surrender the premises to the City.

D. CONSTRUCTION APPROVAL AND STANDARDS: Any building construction on the Premises by the Lessee must be compatible with its surroundings and consistent with the uses authorized under this Lease, as determined by the City. The Lessee must obtain the City's written approval before placing fill material, beginning any land development, or constructing or demolishing any improvements on the Premises, and before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation, together with specifications or any other information the City reasonably requires. Further, the Lessee will submit to City evidence of the Lessee's compliance with Federal Aviation Administration regulation 14 CFR Part 77.

E. LEASE SUBORDINATE TO AIRPORT FINANCING REQUIREMENTS: Lessee agrees that City may modify this Lease to meet revised requirements for Federal or State grants, or to conform to the requirements of any revenue bond covenant. However, the modification shall not act to reduce the rights or privileges granted the Lessee by this Lease, nor act to cause the Lessee financial loss.

F. RIGHT TO ENJOYMENT AND PEACEABLE POSSESSION: City hereby agrees and covenants that the Lessee, upon paying rent and performing other covenants, terms, and conditions of this Lease, shall have the right to quietly and peacefully hold, use, occupy, and enjoy the Premises, except that the following shall not construed as a denial of the right of quiet or peaceable possession:

1. Any inconvenience caused by public works projects in or about the Premises; and
2. Any other entries by the City on the Premises reserved or authorized under other provisions of this Lease.

G. NO PARTNERSHIP OR JOINT VENTURE CREATED: It is expressly understood that the City shall not be construed or held to be a partner or joint venture of Lessee in the conduct of the Lessee's activities or business on the Premises. The relationship between the City and the Lessee is, and shall at all times remain, strictly that of landlord and tenant, respectively.

H. **DISCRIMINATION:** The Lessee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Lessee recognizes the right of the City to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law.

I. **AFFIRMATIVE ACTION:** If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to ensure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its sub-organization(s) provide assurance to the City to the same effect that they will also undertake affirmative action programs and require assurances from their sub-organization(s) as required by 14 CFR, Part 152, subpart E.

Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

J. **INTEGRATION, MERGER, AND MODIFICATION:** This Lease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Lease is effective unless in writing and signed on behalf of the City and the Lessee.

K. **RIGHT TO ADOPT RULES:** City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Airport, including the Premises. The City shall not be liable to Lessee for any diminution or deprivation of possession, or of Lessee's rights under this Lease, on account of the exercise of the City's authority reserved under this provision. Furthermore, the Lessee shall not be entitled to terminate the whole or any portion of the leasehold estate created under this Lease, by reason of the exercise of the City's authority reserved under this provision, unless the exercise thereof so interferes with Lessee's use and occupancy of the Premises as to constitute a termination, in whole or in part, of this Lease by operation of law under the laws of the State of Alaska and of the United States made applicable to the states.

L. **LESSEE'S OBLIGATION TO PREVENT AND REMOVE LIENS:** Lessee will not permit any liens including, but not limited to, mechanics', laborers', or materialmen's liens obtainable or available under the then existing laws, to stand against the Premises or improvements on the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to the Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises or improvements by or at the direction or sufferance of Lessee. Provided, however, the Lessee shall have the right to provide a bond as contemplated by Alaska law and contest the validity or amount of any such lien or claimed lien. Upon a final determination of the lien or claim for lien, the Lessee

will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense.

M. CONDEMNATION: In the event the Premises or any part thereof shall be condemned and taken for a public or a quasi-public use, then upon payment of any award or compensation arising from the condemnation or taking, the City and the Lessee shall make a good faith effort to agree upon

1. the division of the proceeds;
2. the abatement in rent payable during the term or any extension of the term of this Lease; and
3. other adjustments as the parties may agree upon as being just and equitable under all the circumstances.

If, within thirty days after the award has been paid into Court, the City and Lessee are unable to agree upon what division, abatement in rent, and other adjustments as are just and equitable, the dispute shall be determined by arbitration.

N. SUCCESSORS IN INTEREST: This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, subject to such specific limitations on assignment as are provided for in this Lease.

O. NOTICES:

1. Any notices required by this Lease must be in writing and must be delivered personally or mailed by certified or registered mail in a prepaid envelope. A mailed notice
  - a. must be addressed to the respective party at the address written on the first page of this Lease or to the latest address designated in accordance with (2) of this Provision (O); and
  - b. shall be deemed delivered on the date it is deposited in a U.S. general or branch post office.
2. The City or the Lessee may, from time to time, designate a new address at which they will receive notices by providing the other party with written notice at least 15 days prior to the effective date of the change. An address change notice must be delivered according to the procedure set out in (1) of this Provision (O).

P. RETENTION OF RENTAL: In the event the City terminates this Lease because of any breach by the Lessee, the City shall retain any unused balance of the rental payment last made by the Lessee City as partial or total liquidated damages for the breach.

Q. FIRE PROTECTION: The Lessee will take all reasonable precautions to prevent, and take all necessary action to suppress destructive or uncontrolled fires and comply with all laws, regulations, and rules promulgated and enforced by the City for fire protection on the Airport.

R. PERSONAL USE OF MATERIALS: No interest in coal, oil, gas or any other mineral, or in any deposit of stone or gravel valuable for extraction or utilization is included in the Premises or in the rights granted by this lease. The Lessee shall not sell or remove from the Premises for use elsewhere any timber, stone, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes.

S. APPROVAL OF OTHER AUTHORITIES: The granting of this lease by the City does not relieve the Lessee of the responsibility to obtain any license or permit as may be required by federal, state, or local law.

T. EXECUTION BY THE PARTIES: This Lease is of no effect unless signed by the Lessee, or a duly authorized representative of Lessee, and an authorized representative of the City.

U. CAPTIONS: The captions of the provisions of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.

V. RIGHTS OF CONSTRUCTION: This Lease is intended to make public property available for private use, while at all times protecting the public interest to the greatest extent possible. Following the rule that transfers of interest in public property are to be strictly construed in favor of the public property landlord, all rights granted to the Lessee under this Lease will be strictly construed, and all rights of the City and the protections of the public interest will be liberally construed.

W. LESSEE ACKNOWLEDGEMENT: The Lessee acknowledges that the Lessee has read this Lease and fully understands its terms, that the Lessee has been fully advised or has had the opportunity of advice by separate legal counsel, and voluntarily executes this Lease. Lessee also acknowledges and agrees that the rule of interpretation under which a document is construed against the drafter will not apply to this Lease.

X. APPROVAL BY LESSOR: Any approval required of the Lessor by this Lease will not be unreasonably withheld. The Lessor's approval does not waive the Lessee's legal responsibility or liability to comply with all applicable federal and state laws and regulations.

#### **ARTICLE XIV**

#### **SURVEY, IMPROVEMENTS AND PERFORMANCE BOND**

A. SURVEY: The Lessee is solely responsible, at its sole expense, to confirm or establish the physical location of the boundaries of the Premises prior to beginning any construction thereon, including clearing grubbing, back-filling and environmental sampling. Any survey of the Premises shall be performed by a Land Surveyor registered in the State of Alaska. The

Lessee shall furnish the City with a copy of the plat of any survey performed on the Premises by, or on behalf of, the Lessee.

**B. IMPROVEMENTS:**

1. **REQUIRED IMPROVEMENTS:** At no cost to the City, Lessee agrees to complete land development and construction of Permanent Improvements including an Aircraft Hangar and Fuel Storage Facility, by no later than ~~XXXXXX, XX~~, 2028, with an aggregate cost of at least \$3,000,000.00, excluding financing costs. In addition to the as-built drawings required by this Lease, the Lessee must submit to the City written evidence that the Lessee has completed the land development and constructed improvements on the Premises with an aggregate cost or investment of not less than \$3,000,000.00.

Lot developments will prevent unauthorized access to the airfield during and after site improvements;

Structures are prohibited to encroach into the 100-foot building restriction line;

The Lessee is responsible for all snow removal, and snow may not touch the perimeter security fence or be piled to a height that would allow access to the airport.

The evidence of cost must be submitted to the City within sixty (60) days of the completion of the development and improvements, but by no later than ~~XXXXXX, XX~~, 2028.

- a. Costs considered toward the aggregate cost of permanent improvements include building construction, design, labor, materials, materials shipping, permits, equipment, soil testing, environmental baseline report, and environmental assessment directly related to the construction; premises and as-built surveys; site preparation, including excavation, geotextile fabric, filling, grading, fill material, gravel, and pavement, remediation of environmental contamination (unless Lessee caused or Materially Contributed To the Contamination); and utility connection costs.
  - b. The cost of Permanent Improvements excludes:
    1. work performed by the City and not reimbursed by the Lessee;  
and
    2. work performed by the Lessee and reimbursed by the City.
2. **FAILURE TO COMPLETE IMPROVEMENTS:** If the Lessee fails to complete the required construction within the time allowed under (b)(1) of this Article, including any extensions granted, the City will execute against and the Lessee

will forfeit, any bond or other guarantee given by the Lessee and, as applicable, City will:

- a. initiate cancellation of the lease; or
  - b. reduce the term of the lease to a period that is consistent with the portion of the required construction timely completed.
3. **APPEARANCE:** When completed, all improvements on the Premises must be neat, presentable, and compatible with the authorized use of the Premises under this Lease, as determined by the City.
4. **CITY APPROVAL REQUIRED:** The Lessee must first obtain the City's written approval before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the City detailed drawings of the proposed development, alteration, modification, or renovation. Further, the Lessee will submit to City evidence of the Lessee's compliance with the FAA regulation 14 CFR Part 77.
5. **CITY APPROVAL WITHHELD:** The City's approval of any construction, alteration, modification, or renovation will not be withheld unless
  - a. the Lessee fails to demonstrate adequate financial resources to complete the project;
  - b. the project plans, specifications, and agency approvals are incomplete;
  - c. the proposed project would result in a violation of an applicable ordinance, regulation, or law;
  - d. the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the airport;
  - e. the proposed project is inconsistent with the Airport Master Plan;
  - f. the proposed project is inconsistent with the terms of the lease, zoning ordinances, or the City's Comprehensive Plan;
  - g. the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or
  - h. the proposed project does not conform to generally recognized engineering principles or applicable fire or building codes.

6. **DEMOLITION:** Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to City a written scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. City will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.
7. **BUILDING SETBACK:** No building or other permanent structure may be constructed or placed within twenty feet of any lot of the Premises without City's prior written approval. In addition, no building or other permanent structure may be constructed or placed within twenty feet of any boundary line of the Premises which fronts on a landing strip, taxiway, or apron.
8. **AS-BUILT DRAWINGS:** Within sixty days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the City a copy of an as-built drawing, acceptable to the City, showing the location and dimensions of the improvements, giving distances to all Premises' boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to approval of the City.
9. **AIRPORT SECURITY FENCING:** If any construction by the Lessee requires a realignment or alteration of an existing security fence on the Premises or boundary of the Premises, the Lessee agrees to realign or alter the fence in a manner approved in writing by the Airport Manager. Anytime the fence must be breached to allow the Lessee to complete improvement construction or fence modifications, the Lessee shall, at the Lessee's sole expense place temporary barriers to maintain the security of the Airport, as determined by the Airport Manager. If damage occurs to a security fence on the Premises or boundary of the Premises in connection with the Lessee's use or occupation of the Premises, the Lessee shall promptly repair the fence to the satisfaction of the Airport Manager.
10. **DAMAGE TO IMPROVEMENTS:** If Lessee's improvements on the Premises are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two years following the damage or destruction. If the Lessee fails to timely rebuild or restore the improvements, the City may, at its sole discretion, either reduce the term of this Lease commensurate with the estimated value of the Lessee's remaining, fully functional improvements on the Premises, or cancel this Lease.
11. **DAMAGE NEAR EXPIRATION:** If Lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs



within five years of the expiration of the term of this Lease, Lessee may remove the damaged improvements, restore the Premises and terminate this Lease.

C. PERFORMANCE BOND (Optional): Prior to beginning the construction of permanent improvements required under (1) of this Article, the Lessee shall submit to the City a performance bond, deposit, or other security in the amount of \$\_\_\_\_\_. The form of the bond or other security shall be subject to the City's approval.

D. SURRENDER ON TERMINATION: Lessee shall, on the last day of the term of this Lease or upon any earlier termination of this Lease, surrender and deliver upon the premises into the possession and use of City without fraud or delay in good order, condition, and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal, free and clear of all lettings and occupancies unless expressly permitted by the City in writing, and free and clear of all liens and encumbrances other than those created by and for loans to City. Upon the end of the term of this Lease, including any extension or renewal, or any earlier termination thereof, title to the buildings, improvements and building equipment shall automatically vest in City without requirement of any deed, conveyance, or bill of sale thereon. However, if City should require any such document in confirmation hereof, Lessee shall execute, acknowledge, and deliver the same and shall pay any charge, tax, and fee asserted or imposed by any and all governmental unites in connection herewith.

E. NOTICE OF CONSTRUCTION: The Lessee agrees to notify the City in writing three days prior to commencing any construction project valued in excess of \$1,000.00 on the Premises. The Lessee agrees to assist in the posting of a notice of non-responsibility and maintenance of the notice on the Premises during construction. Lessee agrees that in the event the Lessee fails to notify the City as required by this Provision (f), the Lessee shall indemnify the City against any materialmen's liens as defined in AS 34.35.050 which arise as a result of construction on the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year stated in the individual acknowledgments below.

LESSEE:

LESSOR:  
City of Kenai

By: \_\_\_\_\_  
Lessee Name Date  
Its: Director

By: \_\_\_\_\_  
Terry Eubank Date  
Its: City Manager

#### ACKNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Name: Lessee Name, Director, of \_\_\_\_\_, 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 )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Terry Eubank, City Manager of the City of Kenai, Alaska, 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 City.

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

ATTEST:

\_\_\_\_\_  
Michelle Saner, City Clerk

SEAL:

Approved as to Lease Form:

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

**AFTER RECORDING RETURN TO:**  
City of Kenai  
210 Fidalgo Avenue  
Kenai, AK 99611



*"Serving the Greater Kenai Peninsula"*

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

FAX 907-283-3737

# Memo

**To:** Airport Commission

**Through:** Derek Ables - Airport Manager

**Date:** February 6, 2025

**Subject:** ACCEPTING AND APPROPRIATING A POLAR BEAR AND BROWN BEAR DONATION FROM THE WARREN E JOHNSON ESTATE FOR DISPLAY IN THE KENAI MUNICIPAL AIRPORT TERMINAL

---

The Kenai Municipal Airport currently has a polar bear and brown bear taxidermy on display and has been in the terminal since 2014. The Airport reached out to the owner to see if they wanted to renew the term of display and they prefer to donate the bears. Laurie Ramsey is the co-personal representative of the Warren E Johnson Estate that owns the two pieces of taxidermy. The value of the polar bear is estimated to be approximately \$25,000 and the brown bear \$15,000.

**Does Commission recommend Council approve accepting and appropriating a polar bear and brown bear donation from the Warren E. Johnson Estate for Display in the Kenai Municipal Airport Terminal.**



*"Serving the Greater Kenai Peninsula"*

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

FAX 907-283-3737

# Memo

**To:** Airport Commission  
**Through:** Derek Ables - Airport Manager  
**From:** Sarah Conley – Administrative Assistant  
**Date:** January 22, 2025  
**Subject:** First Extension for Airport Security Guard Services

---

On February 29, 2024 the City of Kenai entered into an Agreement for Airport Security Guard Services with Guardian Security Systems, Inc. for a period of one year with the option to extend for an additional four, one year terms if the City and contractor mutually agree in writing.

The Contractor requests to renew under the same terms and conditions.

Attached for your review and recommendation is the First Extension for Airport Security Guard Services which is effective March 1, 2025.

**Does Commission recommend Council approve the First Extension to Agreement for Security Guard Services with Guardian Security Systems, Inc.?**

Attachment- 1<sup>st</sup> Amendment

## **FIRST EXTENSION TO KENAI MUNICIPAL AIRPORT AGREEMENT FOR AIRPORT SECURITY GUARD SERVICES**

This Agreement for Security Guard Services executed the 29<sup>th</sup> day of February, 2024, by and between the City of Kenai (Owner), a municipal corporation whose address is 210 Fidalgo Avenue, Kenai, Alaska 99611, and Guardian Security Systems, Inc. (Contractor), an Alaska corporation whose address is 2600 Seward Highway, Anchorage, Alaska, 99503 is now extended as follows:

WHEREAS, on February 29, 2024, the City entered into an Agreement for Airport Security Guard Services with Guardian Security Systems, Inc., of Anchorage for Airport Security Guard Services for the facilities at the Kenai Municipal Airport terminal building, vehicle parking lots, aircraft tie down areas, float plane basin, ski strip areas, the airport perimeter fence, the Airport Operations Facility, and the Air Traffic Control Tower, and

WHEREAS, The City and Guardian Security Systems, Inc. wish to extend the Agreement one year under the same terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Pursuant to Section II, of the Agreement, the Agreement term is extended for one year, beginning on March 1, 2025 and ending on February 28, 2026.
2. The parties agree that this First Extension to the Agreement and all obligations under this extension shall be effective as of March 1, 2025, regardless of the date of signatures indicated below.
3. Except as expressly modified or stated herein, all other terms and conditions of the Agreement remain in full force and effect.

**CITY OF KENAI**

**GUARDIAN SECURITY  
SYSTEMS, INC.**

By: \_\_\_\_\_  
Terry Eubank  
Its: City Manager

By: \_\_\_\_\_  
Michael Heath  
Its: Vice President

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF ALASKA                    )  
  )ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Terry Eubank, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  )ss  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Heath, Vice President of Guardian Security Systems, Inc., an Alaska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott M. Bloom  
City Attorney





## Kenai City Council - Regular Meeting

February 05, 2025 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

1. Annual Review of City of Kenai Permanent Funds, 2024 Financial Performance, Financial Projections and Recommended 2025 Asset Allocations for the City's Permanent Funds, Brandy Niclai and Bill Lierman, from Alaska Permanent Capital Management.

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

1. Kenai Chamber of Commerce and Visitor Center Annual Report, Samantha Springer, Executive Director.

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

#### **E. PUBLIC HEARINGS**

1. **ENACTED WITHOUT OBJECTION. Ordinance No. 3448-2025** - 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. (Administration)
2. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-08** - Designating the Investment and Allocation Plan for the City's Permanent Funds and Establishing Appropriate Benchmarks to Measure Performance for Calendar Year 2025. (Administration)
3. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-09** - Authorizing a Contract Award for the 2025 Parks and Recreation Master Plan. (Administration)
4. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-10** - Authorizing the Use of the Fleet Replacement Fund for the Purchase of One Ford F-150 Responder Vehicle Utilizing the State of Alaska Equipment Fleet Contract and Municipality of Anchorage Contract. (Administration)

5. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-11** - Authorizing the Use of the Water and Sewer Fund for the Purchase of Two Ford Trucks Utilizing the State of Alaska Equipment Fleet Contract. (Administration)
6. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-12** - Authorizing the Use of the Fleet Replacement Fund for the Purchase of Two Ford Transit Vans Utilizing the State of Alaska Equipment Fleet Contract. (Administration)
7. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-13** - Redirecting Public Safety Capital Project Funds to Complete the Emergency Services Facility Assessment. (Administration)
8. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-14** - Authorizing a Contract for the 2025 Emergency Services Facility Programming and Assessment. (Administration)

#### **F. MINUTES**

1. \*Regular Meeting of January 15, 2025. (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 Package Store Liquor License for Carr-Gottstein Foods Co. DBA Oaken Keg #1808 - License No. 3218. (City Clerk)
3. \***Action/Approval** - Non-Objection to Renewal of a Package Store Liquor License for Three Bears Alaska, Inc. DBA Three Bears - License No. 4118. (City Clerk)
4. \***Ordinance No. 3449-2025** - Increasing Estimated Revenues and Appropriations in the General Fund – Police Department and Accepting Grants from the United States Department of Justice and Alaska Municipal League Joint Insurance Association for the Purchase of Ballistic Vests. (Administration)
5. \***Ordinance No. 3450-2025** - Amending Sections of Kenai Municipal Code Title 23 - Personnel Regulations, Sections 23.05.070 - Definitions, 23.25.080 - Promotion, 23.30.030 - Probationary Period for Employees in the Classified Service, and 23.55.020 - Compensation Structure by Grade for Employees in the Classified Service, to Ensure a Consistent Approach to Pay Adjustments for City Employees. (Administration)
6. **APPROVED WITHOUT OBJECTION. Action/Approval** - Airport Commission 2025 Work Plan. (City Clerk)
7. **SCHEDULED FOR 4/16/2025 AT 5:00 P.M. Discussion** - Scheduling a Joint Work Session with the Planning & Zoning Commission for the Presentation of the Draft SS4A Comprehensive Safety Action Plan. (Administration)
8. **Discussion** - City of Kenai Arbitration Panel - Membership Terms. (City Clerk)

#### **I. COMMISSION REPORTS**

1. Council on Aging Commission
2. Airport Commission
  - Airport Commission 2024 Annual Report

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**

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

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

<https://us02web.zoom.us/meeting/register/Chz3lw5ATqSCnihFBt0XAg>



## Kenai City Council - Regular Meeting

January 15, 2025 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

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

1. Kenai Tourism and Marketing Report, Inger Deede and John Papendieck, Agnew::Beck Consulting.

#### **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. **ENACTED UNANIMOUSLY. Ordinance No. 3446-2024** - Accepting and Appropriating a Grant from the Alaska Food Coalition to the Kenai Senior Center. (Administration).
2. **ENACTED UNANIMOUSLY. Ordinance No. 3447-2025** - Accepting and Appropriating a Grant from the State of Alaska, Division of Senior and Disabilities Services to the Kenai Senior Center for Disaster Emergency Planning and Preparation. (Administration) [KMC 1.15.070(d)]
  1. Motion for Introduction
  2. Motion for Second Reading (Requires a Unanimous Vote)
  3. Motion for Enactment (Requires Five Affirmative Votes)
3. **ADOPTED UNANIMOUSLY. Resolution No. 2025-01** - Authorizing the City Manager to Enter into a Restaurant Concession Agreement for the Kenai Municipal Airport. (Administration)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2025-02** - Authorizing a Budget Transfer in the Municipal Roadway Improvements Capital Project Fund of Remaining Balances from Completed Projects to a New Project for City Dock Float Replacement and Concrete Ramp Repairs. (Administration)

5. **ADOPTED UNANIMOUSLY. Resolution No. 2025-03** - Amending the Authorized Staffing Table by Adding a Part-Time Administrative Assistant I Position to the Police Department. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2025-04** - Adopting Goals to Guide the Preparation of the Fiscal Year 2026 Annual Budget. (Administration)
7. **ADOPTED; RECONSIDERED; ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2025-05** - Authorizing a Contract Award to Supply Microsoft Enterprise Agreements. (Administration)
8. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2025-06** - Adopting the City's Capital Improvement Plan for Fiscal Years 2026-2030. (Administration)
9. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-07** - Requesting the Governor of the State of Alaska Designate by Proclamation the Area of the Upper Cook Inlet East Side Set Net Fishery as an Area Impacted by an Economic Disaster in 2024 and Supporting a Recovery Plan. (Askin)

#### **F. MINUTES**

1. \*Regular Meeting of December 18, 2024. (City Clerk)

#### **G. UNFINISHED BUSINESS**

1. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3445-2024** - Increasing 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) *[On 12/18/24 this item was postponed to 01/15/25]*

#### **H. NEW BUSINESS**

1. \***Action/Approval** - Bills to be Ratified. (Administration)
2. \***Action/Approval** - Non-Objection to Renewal of a Club Liquor License for Kenai Elks Lodge #2425 DBA Kenai Elks Lodge #2425 - License No. 5644. (City Clerk)
3. \***Action/Approval** - Non-Objection to Renewal of a Restaurant/Eating Place Liquor License Jersey Subs AK LLC DBA Jersey Subs - License No. 5900. (City Clerk)
4. \***Action/Approval** - Council Confirmation of Mayoral Nomination of Dominick Sarte to the Harbor Commission. (Gabriel)
5. \***Action/Approval** - Council Confirmation of Mayoral Nominations of Marti Pepper and Bridget Grieme to the Parks and Recreation Commission. (Gabriel)
6. \***Ordinance No. 3448-2025** - 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. (Administration)
7. **SCHEDULED FOR 2/5/2025 AT 5:30 P.M. Discussion/Action** - Scheduling a Board of Adjustment Meeting for the Purpose of Approving Hearing Minutes. (City Clerk)

#### **I. COMMISSION REPORTS**

1. Council on Aging Commission
  - Council on Aging Commission 2024 Annual Report
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**

1. City Clerk Contract Renewal Discussion and Negotiation. *[AS 44.62.310 (c)(1)(2) May be a subject that tends to prejudice the reputation and character of the City Clerk and is a matter of which the immediate knowledge may have an adverse effect upon the Finance of the City.]*
  - a. **Action/Approval** - Council Action Related to the City Clerk Contract Renewal.

**N. PENDING ITEMS**

**O. ADJOURNMENT**

**P. INFORMATION ITEMS**

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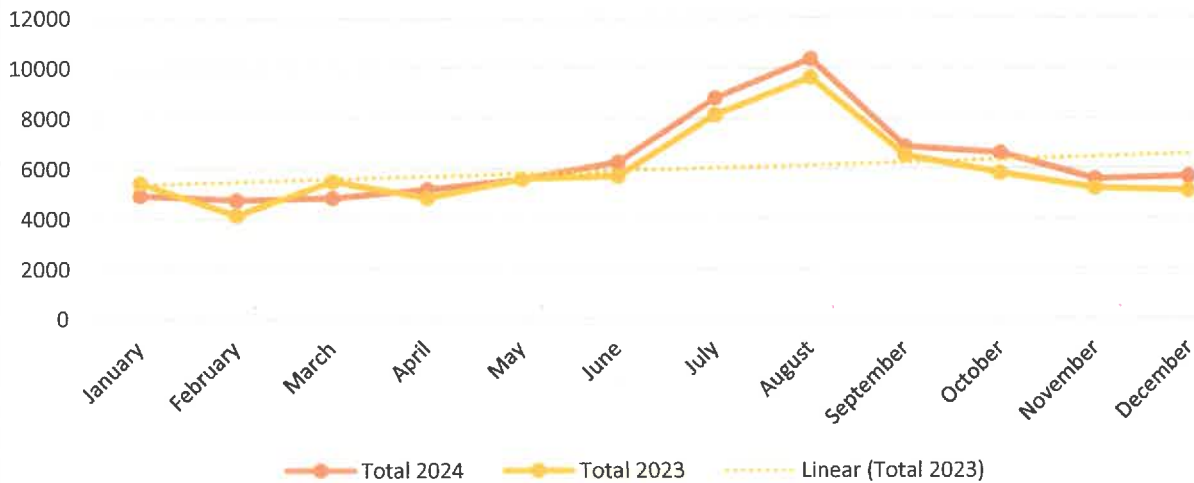
**Registration is required to join the meeting remotely through Zoom.** Please use the following link to register:

<https://us02web.zoom.us/meeting/register/G79hUieRSGq02IBgbNKOxA>

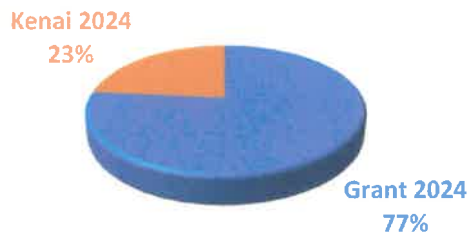
# ENA Airline Passenger Enplanements

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	4338	1321	0	3439	1654	5659	5093	566
<b>Total</b>	<b>55628</b>	<b>19821</b>	<b>30737</b>	<b>31965</b>	<b>8903</b>	<b>75449</b>	<b>71605</b>	<b>3844</b>

2023 - 2024 Enplanements



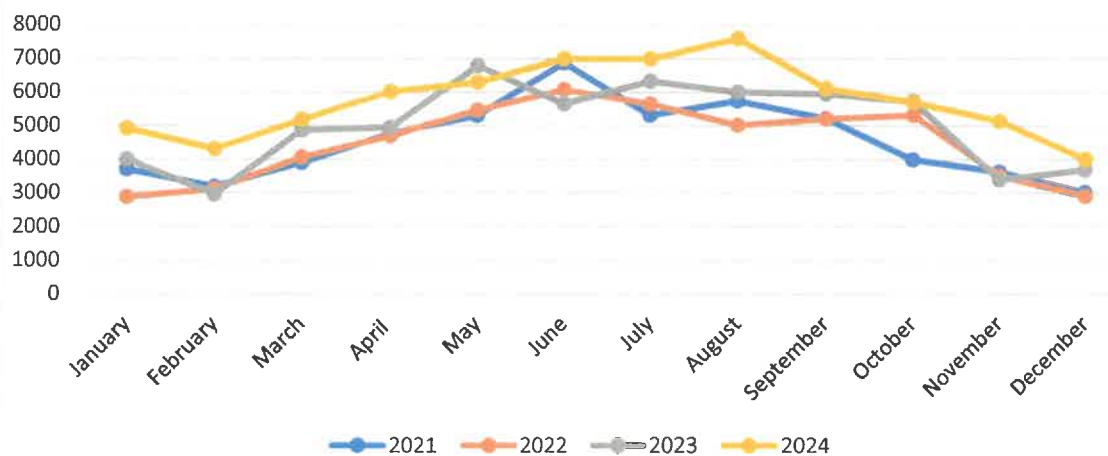
DECEMBER



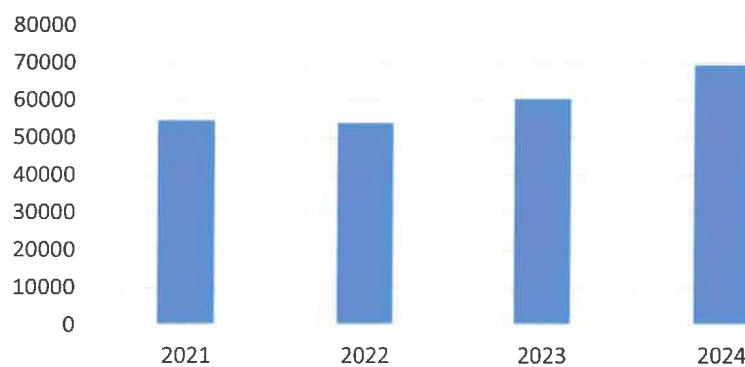
## ENA Air Traffic Control Tower Operations

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	4010
<b>Total</b>	<b>54675</b>	<b>53934</b>	<b>60372</b>	<b>69320</b>

### 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	\$ 25,763
<b>Total</b>	<b>\$ 247,092</b>	<b>\$ 286,553</b>

