



Kenai Airport Commission

Regular Meeting

April 10, 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. March 13, 2025 Regular Meeting Minutes **Pg. 3**

E. UNFINISHED BUSINESS

F. NEW BUSINESS

1. **Discussion/Recommendation** – Recommending Council Amend Kenai Municipal Code 21.05.085- Airport Fuel Flowage Fee, To Remove the Set Amount in Code and Instead Refer to the Annually Updated Schedule of Rates Charges and Fees. **Pg. 6**
2. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC, for operation of a gift shop inside the Kenai Municipal Airport Terminal..... **Pg. 8**
3. **Discussion/Recommendation** – Recommending Council Award a Special Use Permit to the State of Alaska Division of Forestry and Fire Protection for 30,000 square feet of apron space for aircraft loading and parking. **Pg. 19**

G. REPORTS

1. Airport Manager
2. Commission Chair
3. City Council Liaison..... **Pg. 30**

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

I. NEXT MEETING ATTENDANCE NOTIFICATION – May 8, 2025

J. COMMISSIONER COMMENTS AND QUESTIONS

K. ADJOURNMENT

L. INFORMATION ITEMS

1. Administrative Report **Pg. 36**

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

<https://us02web.zoom.us/join/PimWMv0GREurT4-z9QG9CQ>

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

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

**KENAI AIRPORT COMMISSION – REGULAR MEETING
MARCH 12, 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 March 13, 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 Bielefeld
James Zirul

Paul Minelga, Vice Chair
Cody Whicker
Dan Knesek (*electronic participation*)

A quorum was present.

Absent:

Jacob Caldwell

Also in attendance were:

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

3. Agenda Approval

MOTION:

Commissioner Zirul **MOVED** to approve the agenda as presented. Commissioner Bielefeld **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. February 13, 2025 Regular Meeting Minutes

MOTION:

Commissioner Bielefeld **MOVED** to approve the February 13, 2025 Airport Commission minutes. Commissioner Zirul **SECONDED** the motion.

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

E. UNFINISHED BUSINESS – None.

F. NEW BUSINESS

1. Discussion – Airport Campground

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

It was noted that other airports like Fairbanks have an option for all pilots to camp, not just float plane pilots; this was suggested as a potential future use.

2. Discussion/Recommendation - Recommending Council Authorization of a Memorandum of Agreement with Greatland Consulting and Training LLC for Use of the Alaska Regional Fire Training Facility.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council authorization of a Memorandum of Agreement with Greatland Consulting and Training LLC for use of the Alaska Regional Fire Training Facility. Vice Chair Minelga **SECONDED** the motion.

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

UNANIMOUS CONSENT was requested on the motion.

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

3. Discussion/Recommendation – Authorizing the City Manager to enter into an Airline Operating Agreement and Terminal Area Lease with Aleutian Airways.

MOTION:

Commissioner Zirul **MOVED** to recommend the City Manager enter into an Airline Operating Agreement and Terminal Area Lease with Aleutian Airways. Commissioner Bielefeld **SECONDED** the motion.

Airport Manager Ables gave a staff report from information provided in the packet; he noted that Aleutian will be operating seasonally to start but plans to operate year-round.

UNANIMOUS CONSENT was requested on the motion.

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

4. Discussion/Recommendation – Recommending Council Award a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Commercial Operations at the Float Plane Basin.

MOTION:

Commissioner Bielefeld **MOVED** to recommend City Council award a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Commercial Operations at the Float Plane Basin. Vice Chair Minelga **SECONDED** the motion.

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

There was Commission discussion regarding an inconsistency between auto insurance requirements in different agreements.

UNANIMOUS CONSENT was requested on the motion.

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

5. Discussion/Recommendation – Recommending Council Award a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for fuel tank storage at the Float Plan Basin.

MOTION:

Vice Chair Minelga **MOVED** to recommend City Council award a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for fuel tank storage at the Float Plan Basin. Commissioner Zirul **SECONDED** the motion.

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

There was Commission discussion regarding fueling access fees.

UNANIMOUS CONSENT was requested on the motion.

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

G. REPORTS

1. Airport Manager – Airport Manager Ables reported on the following:
 - Attending an airline conference in Colorado next week; will be looking to recruit airlines to Kenai.
2. Commission Chair – No report.
3. City Council Liaison – Council Member Daniel reported on recent actions of the City Council.

H. ADDITIONAL PUBLIC COMMENTS – None.

I. NEXT MEETING ATTENDANCE NOTIFICATION – April 10, 2025

Commissioner Whicker noted he will be absent; Vice Chair Minelga noted that he may not attend.

J. COMMISSION QUESTIONS AND COMMENTS

Commissioner Zirul shared that he had found an available metal sculpture of a moose.

Commissioner Bielefeld noted that he wants to talk about cameras at the airport due to recent vandalism at Soldotna's airport.

Vice Chair Minelga noted that he had a good conversation with Erik with HDL Engineering on input for the Airport Master Plan.

K. ADJOURNMENT

L. INFORMATIONAL ITEMS

1. Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 6:35 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of March 13, 2025.

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.*



**CITY OF KENAI
ORDINANCE NO. XXXX-2025**

AN ORDINANCE AMENDING KENAI MUNICIPAL CODE 21.05.085- AIRPORT FUEL FLOWAGE FEE, TO REMOVE THE SET AMOUNT IN CODE AND INSTEAD REFER TO THE ANNUALLY UPDATED SCHEDULE OF RATES CHARGES AND FEES.

WHEREAS, Kenai Municipal Code 21.05.085-Airport Fuel Flowage Fee, establishes a fee for fuel flowage; and,

WHEREAS, the fuel flowage fee is also established in the Schedule of Rates, Charges and Fees; and,

WHEREAS, removing the exact amount of the fuel flowage fee from code and referring to the rate established in the Schedule of Rates, Charges and Fees eliminates the opportunity for conflict between the two sources of information and allows the fuel flowage fee to be reviewed annually and updated if necessary.

WHEREAS, the funds derived from fuel flowage fees are used solely for the maintenance, operation, and improvement of the Kenai Municipal Airport; and,

WHEREAS, the fuel flowage fee will continue to be charged and used for the Kenai Municipal Airport; and,

WHEREAS, the fuel flowage fee will continue to be updated periodically in the Schedule of Rates, Charges and Fees; and,

WHEREAS, the Airport Commission recommended _____ at their regularly scheduled meeting on April 10th, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, AS FOLLOWS:

Section 1. Amendment of Section 21.05.085 of Kenai Municipal Code: That Kenai Municipal Code, Section 21.05.085- Airport Fuel Flowage Fee, is hereby amended as follows:

(a) Any person, firm or corporation who delivers aviation gasoline, motor vehicle gasoline, diesel fuel, kerosene, aviation jet fuel or like substance (hereafter referred to as fuel) to any person, firm or corporation at the Kenai Municipal Airport shall pay a fuel flowage fee [OF TWO CENTS (\$0.02) FOR EACH GALLON OF FUEL] as established in the City's Schedule of Rates, Charges and Fees; provided that fuel delivered to the airport solely for transport off the airport for delivery or resale to another entity is not subject to the fuel flowage fee.

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

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

ENACTED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS 21st DAY OF MAY, 2025.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Introduced:	May 7, 2025
Enacted:	May 21, 2025
Effective:	June 21, 2025



"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: March 24, 2025

Subject: Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport

Attached for your discussion and consideration is a request from Rebecca Boettcher with The Fishing Grounds LLC, to operate a snack/ gift shop inside the terminal building, suite 120. This glass space consists of approximately 341 square feet.

Ms. Boettcher is proposing to pay 15% commission based on monthly gross sales, plus applicable sales tax.

It is my recommendation to allow Ms. Boettcher to enter into a Special Use Permit. The Special Use Permit would be for one year commencing May 1, 2025, and ending on April 30, 2026. The Fishing Grounds LLC has a current certificate of insurance on file and all fees are up to date.

Does Commission recommend Council approve the Special Use Permit to The Fishing Grounds LLC.?

Attachment – Special Use Permit, Exhibit A, Exhibit B, Application



City of Kenai
Special Use Permit
Application

Application Date: March 12, 2025

Applicant Information

Name of Applicant:	The Fishing Grounds LLC - Rebecca Boettcher				
Mailing Address:		City:		State:	AK
				Zip Code:	99669
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Name to Appear on Permit:	The Fishing Grounds LLC				
Mailing Address:	same as above	City:		State:	
				Zip Code:	
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other				

Property Information

Legal or physical description of the property:
Kenai Airport, 305 N Willow, Kenai, Suite 120

Description of the proposed business or activity intended: Snack and gift shop

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

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

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

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

Requested Starting Date:

Signature:		Date:	3/12/2025
Print Name:	Rebecca Boettcher	Title:	Owner

For City Use Only:

- ☐ General Fund ☐ Airport Reserve Land
☐ Airport Fund ☐ Outside Airport Reserve

Date Application Fee Received:

City Council Action/Resolution:

Account Number:

SPECIAL USE PERMIT 2025

The CITY OF KENAI (City) grants to Rebecca Boettcher with The Fishing Grounds, LLC (Permittee), whose address is _____ a Special Use Permit (Permit) for a snack/gift shop inside the Kenai Municipal Airport terminal building subject to the requirements and the conditions set forth below.

- 1. Premises.** Permittee shall have the exclusive right to use suite 120, the area described in the attached diagram (Exhibit A) for the uses identified in this Permit.
- 2. Term.** The term of this Permit shall be for twelve months commencing on May 1, 2025 and ending on April 30, 2026. Regardless of the date of signature, this Permit shall be effective as of May 1, 2025.
- 3. Permit Fees.** Permittee shall pay the following fees for the privileges extended to Permittee under this Permit: In-terminal Concession Certified Activity Report attached. (Exhibit B)

Permittee shall pay fifteen (15) percent of gross sales, plus applicable sales tax.

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. Failure to timely make the payment is grounds for termination of this Permit.

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

Office space, Suite 120, consisting of approximately 341 square feet, located on the first floor, terminal building, Kenai Municipal Airport, and as more particularly set forth on Exhibit A to this Permit (the Premises).

Permittee is authorized to use the Premises for the following purposes only:

Snack/gift shop

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

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

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

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

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

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

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

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

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

subcontractor who directly or indirectly provides services to Permittee under this Permit.

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

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

- i. All policies will be by a company/corporation currently rated “A-” or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by May 1, 2025. The effective date of the insurance shall be no later than May 1, 2025.

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

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

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

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

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

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

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

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

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

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

18. Personal Property. Permittee shall remove any and all personal property, including all vehicles, from the Premises at the termination of this Permit (or any renewal thereof). Personal property placed or used upon the Premises will be removed and/or impounded by the City, if not removed upon termination of this Permit and when so removed and/or impounded, such property may be redeemed by the owner thereof only upon the payment to the City of the costs of removal plus storage charges of \$25 per day. The City is not responsible for any damage to or theft of any personalty of Permittee or of its customers.

19. Termination; Default. This Permit may be terminated by either party hereto by giving fourteen (14) days advance written notice to the other party. City may terminate the Permit immediately, or upon notice shorter than fourteen (14) days, to protect public health and safety or due to a failure of Permittee to comply with conditions or terms of this Permit which failure remains uncured after notice by City to Permittee providing Permittee with a reasonable time period under the circumstances to correct the violation or breach.

20. Definitions. As used in this Permit, "Permittee" means Rebecca Boettcher with The Fishing Grounds, LLC, and where the context reasonably indicates, its officers, agents, and employees. "Airport" means the Kenai Municipal Airport.

18. Janitorial and Cleaning Services. Permittee will provide, at its own expense, the day-to-day janitorial cleaning services and supplies necessary to maintain the premises in a clean, neat, and sanitary condition.

19. Security. Permittee will adhere to all applicable responsibilities of the federal airport security program set out in Federal Aviation Regulations Part 107 and the Airport Master Security Program. Permittee will procure any required identification badges should it be necessary to access the premises or Permittee's operations authorized under this Permit.

20. Smoking. Neither the Permittee employees, nor customers may smoke in or around the terminal except in designated smoking areas.

21. Employee Parking. Employees may use non-exclusive employee vehicle parking spaces at no charge. All employees must register their vehicle(s) in the Airport Manager's office to receive a vehicle-parking permit to park while on the job. Permittee shall be held accountable for Permittee's employees' use of designated vehicle parking facilities and assure that employees comply with all Airport directives.

22. Signs. Permittee may, after consent by the Airport Manager, install signs at its premises identifying its business. Permittee will request the Airport Manager's advance written approval before installation of any signage.

CITY OF KENAI

By: _____
Terry Eubank Date

**REBECCA BOETTCHER, THE
FISHING GROUNDS, LLC**

By: _____
Rebecca Boettcher Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Rebecca Boettcher, Owner, The Fishing Grounds, LLC.

Notary Public for Alaska
My Commission Expires: _____

Approved as to form:

Scott Bloom
City Attorney

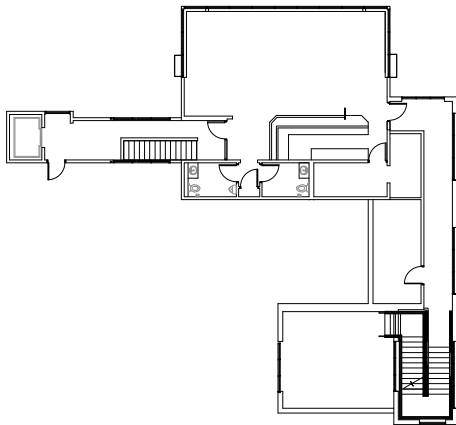
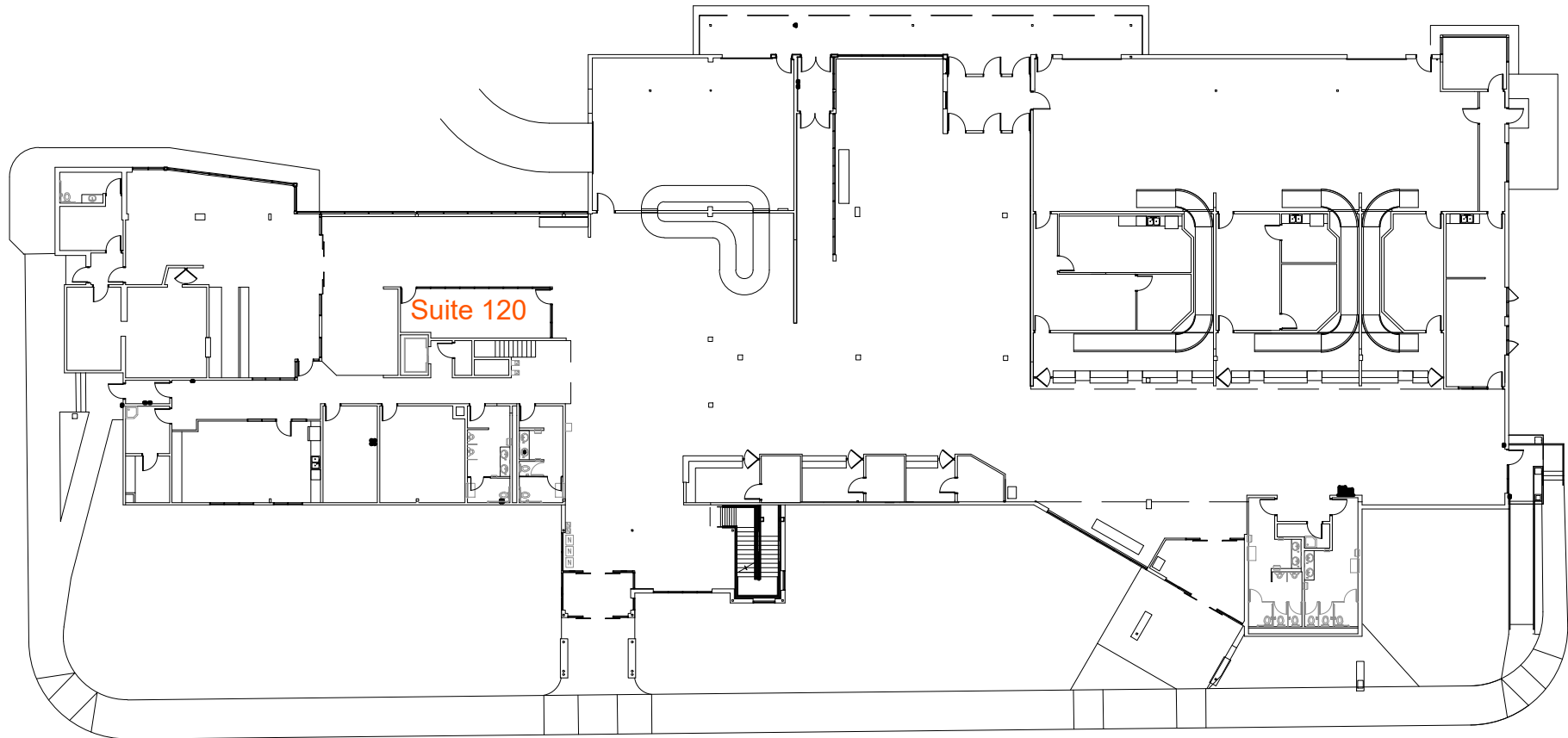


Exhibit A

THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

JOB NO:

REVISED: Plotted: 11/06/19

KENAI MUNICIPAL AIRPORT
KENAI, ALASKA

**Kenai Municipal Airport
THE FISHING GROUNDS, LLC
Certified Activity Report**

For the Month of _____, 20__

Date prepared _____

Monthly Sales: \$ _____

The Concessionaire will pay the City of Kenai the percentage fee (15%):

Monthly Gross Sales: \$ _____ x 15% = \$ _____ \$ _____

Subtotal: \$ _____

Sales Tax: (6% or \$30 whichever is less) \$ _____

Total Amount Due: (Must be paid by the 15th of the month) \$ _____

**Remit to: Kenai Municipal Airport
Suite 200
305 North Willow Street
Kenai, AK 99611**

Other Information:

Gross Sales Attributed to a DBE: \$ _____

Certification:

I hereby certify that the above is a true statement from the records of the following business:

Business: The Fishing Grounds LLC

Address: _____

Name: _____

Signature: _____

Date: _____



"Serving the Greater Kenai Peninsula"

305 N. WILLOW ST. SUITE 200 KENAI, ALASKA 99611

TELEPHONE 907-283-7951

FAX 907-283-3737

Memo

To: Airport Commission

Thru: Derek Ables – Airport Manager

From: Sarah Conley – Administrative Assistant

Date: March 31, 2025

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

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

The Special Use Application and the \$100 application fee was received, and the State of Alaska Certificate of Self-Insurance is on file. The Division of Forestry is current in all fees owed.

The Special Use Permit is effective May 1, 2025 through August 31, 2025.

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

Attachments



City of Kenai
Special Use Permit
Application

Application Date:

Applicant Information

Name of Applicant:	State Of Alaska Division of Forestry & Fire Protection				
Mailing Address:		City:		State:	AK
				Zip Code:	99645
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Name to Appear on Permit:	State of Alaska- Forestry&Fire Protection				
Mailing Address:		City:		State:	AK
				Zip Code:	99645
Phone Number(s):	Home Phone: ()		Work/ Message Phone: ()		
E-mail: (Optional)					
Type of Applicant:	<input type="checkbox"/> Individual (at least 18 years of age) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other				

Property Information

Legal or physical description of the property:
Lot 4A, FBO Sub. No 11

Description of the proposed business or activity intended: **Air Tanker parking and reloading**

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

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

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

What is the term requested (not to exceed one year)? **4 months May, June, July and August**

Requested Starting Date: **May 1, 2025**

Signature:	Madelyn Lowe <small>Digitally signed by Madelyn Lowe Date: 2025.03.27 13:14:40 08'00'</small>	Date:	3/27/2025
Print Name:	Madelyn Lowe	Title:	Fire Procurement Officer

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

SPECIAL USE PERMIT

The **CITY OF KENAI** (City) grants to **STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES/DIVISION OF FORESTRY** (Permittee), whose address is _____, a Special Use Permit to conduct aeronautical and/or aviation-related activities at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. Premises. Permittee shall have the non-exclusive right to use 30,000 square feet as described in the attached diagram shown in the attached Exhibit A for the uses identified in this Permit.

2. Term. The term of this Permit shall be for three months commencing on May 1, 2025, and ending on August 31, 2025. Regardless of the date of signature, this Permit shall be effective as of May 1, 2025.

3. Permit Fees. Permittee shall pay the following fees for the privileges extended to Permittee under this Permit:

A. Permit: Permittee shall pay a monthly fee plus applicable sales tax as follows:

May - June \$ 1600/ month

July - August* \$XXXX/ month

*Adjusted for the published City of Kenai Fee Schedule of Rates, Charges and Fees for Fiscal Year 2026.

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

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

Payment shall be directed to City of Kenai, ATTN: Finance Department, 210 Fidalgo Avenue, Kenai, AK 99611 and a courtesy notice of payment provided to Airport Administration at 305 North Willow Street, Suite 200, Kenai, AK 99611. All permit fees are payable in advance of each month unless otherwise provided. In the event of delinquency, interest at the rate of 10% per annum, and penalty of 10% shall also be due

(KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination).

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

Aircraft loading and parking.

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

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

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

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

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

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

5. Airport Operations. Permittee shall ensure that the Permittee, its employees, and guests, and anyone else acting by, on behalf of, or under the authority of Permittee on the Airport, that perform any repairs or activities authorized under this Permit act in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport and any premises on the Airport. Permittee shall employ qualified personnel and maintain equipment sufficient for the

purposes of this provision. The Permittee shall immediately notify City of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the Airport, the public health or the environment, or the safety or integrity of any premises on the Airport.

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

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

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

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

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

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

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

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

- i. All policies will be by a company/corporation currently rated “A-” or better by A.M. Best.
- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee’s insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least 30 days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by May 1, 2025. The effective date of the insurance shall be no later than May 1, 2025.

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

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

11. Indemnity, Defend, and Hold Harmless Agreement. Permittee agrees to fully indemnify, defend, and hold harmless, the City of Kenai, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including any fees and/or costs reasonably incurred by the City’s staff attorneys and outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the

Permittee in connection with or arising from or out of Permittee's activities on or use of the Premises, Permittee's access to the Kenai Municipal Airport, and/or Permittee's exercise of the privileges granted in this Permit. This shall be a continuing obligation and shall remain in effect after termination of this Permit.

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

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

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

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

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

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

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

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

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

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

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

23. Impoundment. At the discretion of the Airport Manager, City may impound any aircraft parked on the Premises after termination of this Permit. Impoundment may be accomplished by affixing a seal to the door of the aircraft or the moving of the aircraft for impoundment purposes. Inconvenience or damage that may result from such movement will be at the risk of Permittee. An impoundment fee plus a towage fee shall be charged on each aircraft impounded. In addition, a daily storage fee shall be charged for each day the aircraft remains impounded. Any impounded aircraft that is not redeemed within 90 days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three

consecutive weeks not more than 30 days nor less than seven days before the time of the auction.

DRAFT

CITY OF KENAI

SOA DNR, DIVISION OF FORESTRY

By: _____
Terry Eubank Date
City Manager

By: _____
 Madelyn Lowe Date
 Fire Procurement Officer,
 Division of Forestry

ACKNOWLEDGMENTS

[illegible]

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Terry Eubank, City Manager, of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by Madelyn Lowe, Fire Procurement Officer, DNR/Division of Forestry, on behalf of the State of Alaska.

Notary Public for Alaska
My Commission Expires: _____

APPROVED AS TO FORM:

Scott M. Bloom, City Attorney

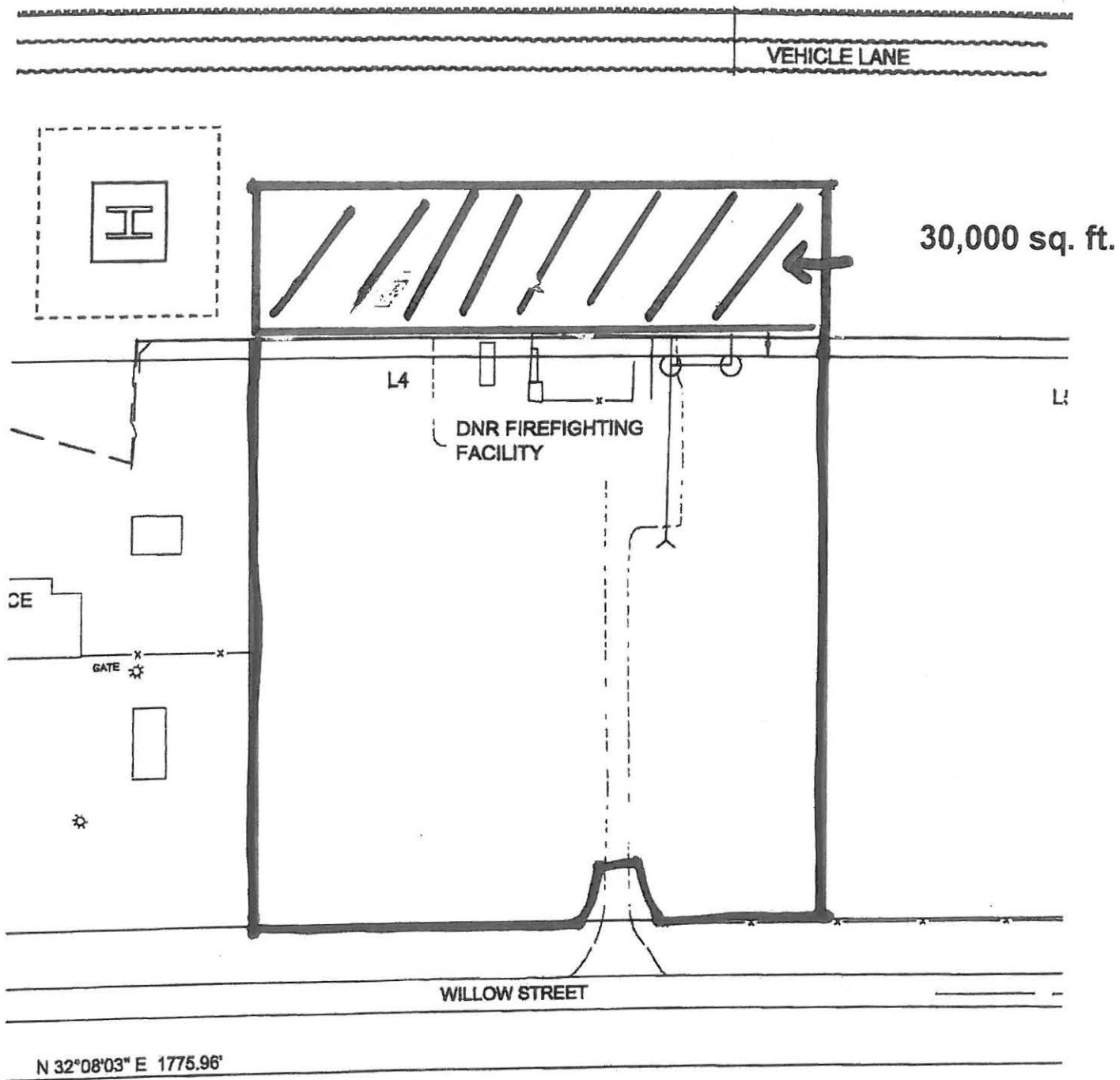


Exhibit A



Kenai City Council - Regular Meeting

March 19, 2025 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Action Agenda

A. CALL TO ORDER

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

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

B. SCHEDULED ADMINISTRATIVE REPORTS

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

1. 100% Communities and the 907 Navigation App, Abby Struffert, Southcentral Consulting

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. 3456-2025** - Accepting and Appropriating a Grant Received Through Best Friends Animal Society to the Kenai Animal Shelter for Attendance at the Best Friends National Conference. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3457-2025** - Accepting and Appropriating Donations Designated by Tom Anderson from the Alaska Community Foundation for the Construction of Softball Dugouts and the Dedication of a Dugout in Memoriam of Hannah Hill. (Administration)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3458-2025** - Accepting and Appropriating a Grant Received Through the Alaska Geriatric Exchange Network to the Kenai Senior Center for Attendance at the 2025 Legislative Fly-In. (Administration)
4. **ENACTED UNANIMOUSLY. Ordinance No. 3459-2025** - Determining that Real Property Described as Lot 10, Block 1, Etolin Subdivision Number 3, According to Plat 82-103, City-Owned Airport Land Located Outside the Airport Reserve, is Not Needed for a Public Purpose and Authorizing the Sale of the Property to LOROC, LLC. (Administration)
5. **ENACTED UNANIMOUSLY. Ordinance No. 3460-2025** - Determining that Real Property Described as Lot 11, Block 1, Etolin Subdivision Number 3, According to Plat 82-103, City-

Owned Airport Land Located Outside the Airport Reserve, is Not Needed for a Public Purpose and Authorizing the Sale of the Property to LOROC, LLC. (Administration)

6. **ENACTED UNANIMOUSLY. Ordinance No. 3461-2025** - Amending the Official Zoning Map and Land Use Table by Rezoning the Properties at 202 North Forest Drive and 1408 Second Avenue from Suburban Residential (RS) to General Commercial (CG) Zoning District. (Administration)
7. **ADOPTED UNANIMOUSLY. Resolution No. 2025-19** - Authorizing the City Manager to Enter into an Airline Operating Agreement and Terminal Area Lease with Aleutian Airways. (Administration)
8. **ADOPTED UNANIMOUSLY. Resolution No. 2025-20** - Authorizing Award of the Airport Engineering Services Term Contract. (Administration)

F. MINUTES

1. *Regular Meeting of March 5, 2025. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Authorizing a Memorandum of Agreement with Greatland Consulting and Training LLC. for use of the Alaska Regional Fire Training Facility. (Administration)
3. ***Action/Approval** - Authorizing a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Commercial Operations at the Kenai Municipal Airport Float Plane Basin. (Administration)
4. ***Action/Approval** - Authorizing a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Fuel Tank Storage at the Kenai Municipal Airport Float Plane Basin. (Administration)
5. ***Action/Approval** - Approving Amendments to the Lease and Concession Agreements for the Kenai Municipal Golf Course and Recreation Area between the City of Kenai and KNC Golf, Inc. (Administration)
6. **APPROVED UNANIMOUSLY. Action/Approval** - Reporting Requirements for Agencies Receiving Grants through the Legislative Budget. (Douthit)
7. **SPECIAL MEETING SCHEDULED FOR 4/15/2025 AT 6:00 P.M. Discussion** - Scheduling Council Employee Evaluations. (Gabriel)
8. **Discussion** - Kenai Municipal Code, Title 2 Alcoholic Beverages and Marijuana - License Renewals. (City Clerk)
9. **APPROVED UNANIMOUSLY. Action/Approval** - Authorizing the Mayor to Sign a Letter of Support for the American Tidal Energy Project led by ORPC. (Gabriel)

I. COMMISSION REPORTS

1. Council on Aging Commission
2. Airport Commission
3. Harbor Commission

4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Commission

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

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

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

<https://us02web.zoom.us/meeting/register/D2kvBJR9Rdey7qnGdqWUPg>



Kenai City Council - Regular Meeting

April 02, 2025 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

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

Action Agenda

A. CALL TO ORDER

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

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B. SCHEDULED ADMINISTRATIVE REPORTS

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

1. Kenai River Quality Monitoring Funding, Kenai Watershed Forum, Environmental Scientist and Water Quality Coordinator, Benjamin Meyer.
2. Request for Land Donation, Kenai Peninsula Housing Initiatives, Inc., Finance Director Dana Gregoire.

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

E. PUBLIC HEARINGS

1. **ADOPTED UNANIMOUSLY. Resolution No. 2025-21** - Amending City Council Policies 20.010 - Recording Council Meetings, and 20.020 Standing Commissions and Other Advisory Body Procedures, to Establish that Meeting Recordings are Retained in Accordance with the Records Management Schedule and Record Retention Policy of the City. (City Clerk)
2. **ADOPTED UNANIMOUSLY. Resolution No. 2025-22** - Amending Council Policy 20.000 Agenda & Packet - Preparation, Distribution and Publication, to Establish a Twenty Minute Aggregate Time Limit for Scheduled Public Comment and a Thirty Minute Aggregate Time Limit for Unscheduled Public Comment. (Gabriel)

F. MINUTES

1. *Regular Meeting of March 19, 2025. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Ordinance No. 3462-2025** - Accepting and Appropriating Donations to the Kenai Animal Shelter for the Purchase of Equipment and Supplies. (Administration)
3. **APPROVED UNANIMOUSLY. Action/Approval** - Council on Aging Commission 2025 Work Plan. (City Clerk)
4. **WORK SESSION SCHEDULED FOR 5/3/2025 AT 9:00 AM. Discussion** - Scheduling a Budget Work Session. (Administration)
5. **INTRODUCED/PUBLIC HEARING SET FOR 4/16/2025 - Ordinance No. 3463-2025** - Conditionally Donating Certain City Owned Property Described as Three Approximately 1 ½ Acre Parcels to be Subdivided from a Portion of the Approximately 69 ½ Acre Parcel Described as Kenai Meadows Addition No 1, Tract A1 According to Plat 2023-48 (KPB Parcel No. 03901067) to Kenai Peninsula Housing Initiative for the Development of Restricted Income and Senior Housing. (Administration)

I. COMMISSION REPORTS

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

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

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

L. ADDITIONAL PUBLIC COMMENTS

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

M. EXECUTIVE SESSION

1. Review and Discussion of the City Manager's Evaluation Which May be a Subject that Tends to Prejudice the Reputation and Character of the City Manager [AS 44.62.310(C)(2)].
2. Review and Discussion of the City Attorney's Evaluation Which May be a Subject that Tends to Prejudice the Reputation and Character of the City Attorney [AS 44.62.310(C)(2)].
3. Review and Discussion of the City Clerk's Evaluation Which May be a Subject that Tends to Prejudice the Reputation and Character of the City Clerk [AS 44.62.310(C)(2)].

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

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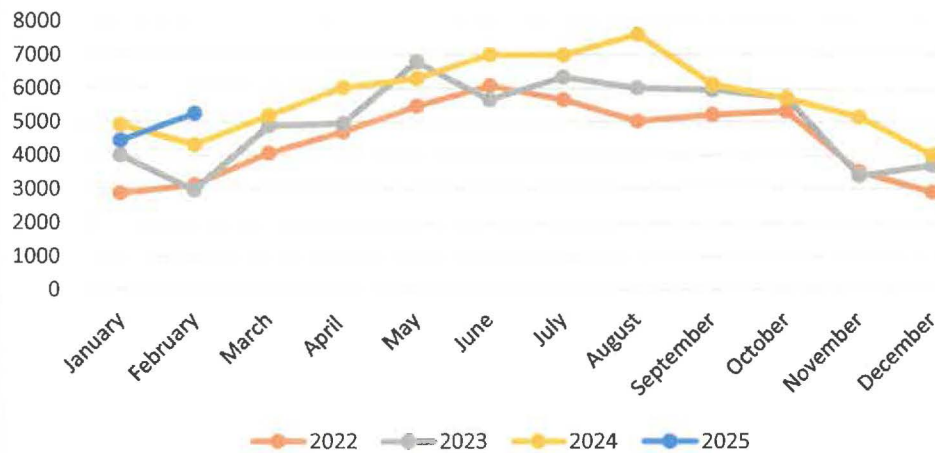
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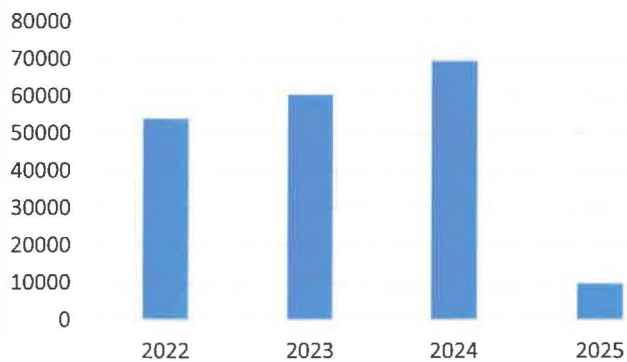
ENA Air Traffic Control Tower Operations

Year	2022	2023	2024	2025
January	2882	4009	4927	4451
February	3117	2965	4313	5250
March	4069	4874	5192	
April	4697	4957	6022	
May	5472	6786	6297	
June	6072	5660	6998	
July	5654	6337	6991	
August	5020	6007	7602	
September	5215	5950	6118	
October	5312	5724	5710	
November	3517	3404	5140	
December	2907	3699	4010	
Total	53934	60372	69320	9701

Tower Operations by Year



Tower Operations Total Per Year



ENA Terminal Vehicle Parking Revenue

Year	2024	2025
January	\$ 17,977	\$ 22,502
February	\$ 19,877	\$ 21,354
March	\$ 20,848	
April	\$ 22,493	
May	\$ 20,728	
June	\$ 21,572	
July	\$ 25,668	
August	\$ 25,555	
September	\$ 23,259	
October	\$ 32,284	
November	\$ 26,099	
December	\$ 25,763	
Total	\$ 282,124	\$ 43,855

