

Kenai Airport Commission Regular Meeting May 08, 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. <u>SCHEDULED PUBLIC COMMENTS</u> (Public comments limited to ten (10) minutes per speaker)
- C. <u>UNSCHEDULED PUBLIC COMMENT</u> (Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

### D. APPROVAL OF MINUTES

1. April 10, 2025 Regular Meeting Minutes..... Pg. 3

### E. UNFINISHED BUSINESS

### F. <u>NEW BUSINESS</u>

- 2. Discussion/Recommendation Recommending Council Approve the First Amendment to the Agreement for ATM Services with Tyler Distributing Company, Inc.

### G. <u>REPORTS</u>

- 1. Airport Manager
- 2. Commission Chair
- 3. City Council Liaison..... Pg. 54
- H. <u>ADDITIONAL PUBLIC COMMENTS</u> (Public comments limited to five (5) minutes per speaker)
- I. NEXT MEETING ATTENDANCE NOTIFICATION June 12, 2025

### J. COMMISSIONER COMMENTS AND QUESTIONS

### K. ADJOURNMENT

### L. INFORMATION ITEMS

1. Administrative Report ...... Pg. 62

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

https://us02web.zoom.us/meeting/register/dEcc3K24TwStwr0-0-sMAg

The agenda and agenda items are posted on the City's website at <u>www.kenai.city</u>. 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 APRIL 10, 2025 – 6:00 P.M. KENAI CITY COUNCIL CHAMBERS 210 FIDALGO AVE., KENAI, AK 99611 CHAIR GLENDA FEEKEN, PRESIDING

### **MINUTES**

### A. CALL TO ORDER

A Regular Meeting of the Airport Commission was held on April 10, 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 Dan Knesek

A quorum was present.

Absent:

Cody Whicker

Jacob Caldwell

Also in attendance were:

Derek Ables, Airport Manager Sarah Conley, Airport Administrative Assistant Phil Daniel, City Council Liaison

### 3. Agenda Approval

Chair Feeken noted the following additions to the packet:

Add to Item F.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.

Ordinance Memo

#### MOTION:

Commissioner Bielefeld **MOVED** to approve the agenda with the requested additions. Vice Chair Minelga **SECONDED** the motion.

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

### B. <u>SCHEDULED PUBLIC COMMENTS</u> - None.

### C. <u>UNSCHEDULED PUBLIC COMMENTS</u> - None.

### D. <u>APPROVAL OF MINUTES</u>

1. March 13, 2025 Regular Meeting Minutes

### MOTION:

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

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

### E. <u>UNFINISHED BUSINESS</u> – None.

### F. <u>NEW BUSINESS</u>

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.

### **MOTION:**

Vice Chair Minelga **MOVED** to recommend City 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. Commissioner Bielefeld **SECONDED** the motion.

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

[Clerk's Note: Commissioner Zirul arrived at 6:04 p.m.]

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

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

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.

### **MOTION:**

Commissioner Zirul **MOVED** to recommend City 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.

Commissioner Bielefeld **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** – 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.

#### MOTION:

Commissioner Zirul **MOVED** to recommend City 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. Commissioner Bielefeld **SECONDED** the motion.

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

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

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

### G. <u>REPORTS</u>

- 1. Airport Manager Airport Manager Ables reported on the following:
  - Airport Master Plan moving forward; working primarily on data collection by HDL Engineers; 90% of FAA equipment locates completed.
  - Attended Volaire forum with 24 other airports, met with five airlines to discuss future service in Kenai.
  - Debbie's Bistro is now open in the Airport Terminal.
  - QR codes are up on the signs at the float plane basin.
  - Invitation extended to pancake breakfast and Kenai Peninsula Air Fair.
- 2. Commission Chair None.
- 3. City Council Liaison Council Member Daniel reported on recent actions of the City Council.

### H. <u>ADDITIONAL PUBLIC COMMENTS</u> – None.

### I. NEXT MEETING ATTENDANCE NOTIFICATION - May 8, 2025

### J. COMMISSION QUESTIONS AND COMMENTS

Commissioner Zirul discussed whether there's an option for commercial vs private hangar leases.

### K. <u>ADJOURNMENT</u>

### L. INFORMATIONAL ITEMS

1. Administrative Report

There being no further business before the Airport Commission, the meeting was adjourned at 6:23 p.m.

I certify the above represents accurate minutes of the Airport Commission meeting of April 10, 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.



"Serving the Greater Kenai Península"

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

# Memo

То:	Airport Commission
Through:	Derek Ables - Airport Manager
From:	Sarah Conley – Administrative Assistant
Date:	April 14, 2025
Subject:	Empire Airlines, Inc Special Use Permit

Empire Airlines, Inc. is requesting a Special Use Permit for aircraft parking on approximately 11,250 square feet of apron space. The Special Use Permit will be effective for one year from July 1, 2025 to June 30, 2026.

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

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

Attachments- Application, Exhibit A, Special Use Permit

KENA	SI	City of Ken becial Use Pe Application	ermi	t	Application Date:	4/8/25
		Applican	t Info	rmation	10414	Same day
Name of Applicant:	Empire Airline	S				
Mailing Address:			City:		State:	Zip Code:
Phone Number(s):	Home Phone: (	)		Work/ Message	Phone: ( )	
E-mail: (Optional)						
Name to Appear on I	Permit: Emp	ire Airlines				
Mailing Address:			City:		State:	Zip Code:
Phone Number(s):	Home Phone: (	)		Work/ Message	Phone: ( )	
E-mail: (Optional)						
Type of Applicant:	□ Individual (at least 18 years of age) □ Partnership ■ Corporation □ Government □ Limited Liability Company (LLC) □ Other			Government		
		Property	y Info	rmation		
Legal or physical des	scription of the prop	FedEx	Lo	t7&8		
Description of the proposed business or activity intended: Express Cargo						
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? If YES INO Would the use under this permit interfere with other businesses through excessive noise,						
odor, or other nuisances?						
If you answered yes to any of the above questions, please explain: Next to FedEx sort facility for ground delivery operations.						
What is the term requested (not to exceed one year)?one year.						
Requested Starting Date: July 1, 2025						
Signature:	Roll	200		Date:	4/8/25	
Print Name:	Randell Lanf	ell		Title:	VP Operatio	ns
For City Use Only: General Fund Airport Fund	Airport Reserve L     Outside Airport R		City (	Application Fee R Council Action/Res unt Number:		

### **SPECIAL USE PERMIT**

The **CITY OF KENAI** (City) grants to **EMPIRE AIRLINES**, **INC.** (Permittee), whose address is \_\_\_\_\_, a Special Use Permit for the purpose of aircraft parking at the Kenai Municipal Airport subject to the requirements and the conditions set forth below.

1. **Premises.** Permittee shall have the non-exclusive right to use approximately 11,250 square feet as described in the attached Exhibit A for the uses identified in this Permit.

2. Term. The term of this Permit shall be for 1 year commencing on July 1, 2025 and ending on June 30, 2026. Regardless of the date of signature, this Permit shall be effective as of July 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 of \$1312.50 (\$1.40/SF/Year) plus applicable sales tax. \*Adjusted for the City of Kenai 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 ten percent (10%) per annum, and penalty of ten percent (10%) shall also be due (KMC 1.75.010). Interest shall accrue from the date due until the date paid in full. Failure to timely make payments is grounds for termination of this Permit. (See ¶ 22, Termination)

Special Use Permit—Empire Airlines, Inc. (Aircraft Loading and Parking) Page 1 of 8

**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 abide by all reasonable decisions and directives of the Airport Management regarding general use of the Airport by Permittee germane to a commercial entity.

**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 peroccurrence 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.

Special Use Permit—Empire Airlines, Inc. (Aircraft Loading and Parking) Page 3 of 8

- ii. Permittee shall submit to the City proof of continuous insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf.
- iii. Permittee shall request a waiver of subrogation against City from Permittee's insurer and the waiver of subrogation, where possible, shall be provided at no cost to City.
- iv. Provide the City with notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage of any policy required hereunder.
- v. Evidence of insurance coverage must be submitted to City by July 1, 2025. The effective date of the insurance shall be no later than July 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.

Special Use Permit—Empire Airlines, Inc. (Aircraft Loading and Parking) Page 5 of 8

**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 personality of Permittee or of its customers.

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

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 thirty (30) days following the end of each month and without demand or invoicing from City. Permittee shall also provide Airport Administration with monthly certified gross take-off weight reports within ten (10) days following the end of each month for landings for the preceding month. Airport landing fees shall be paid at the Airport Administration Building, 305 North Willow Street, Suite 200, Kenai, AK 99611.

**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 ninety (90) days after impoundment shall be considered abandoned and shall be subject to sale at public auction. Notice of any auction shall be published. Publication shall be in a newspaper of general circulation in that area for at least once during each of three (3) consecutive weeks not more than thirty (30) days nor less than seven (7) days before the time of the auction.

Special Use Permit—Empire Airlines, Inc. (Aircraft Loading and Parking) Page 6 of 8

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

### **CITY OF KENAI**

### **EMPIRE AIRLINES, INC.**

By:		By:
Terry Eubank City Manager	Date	Randy Lanfell     Date       Director of Flight Operations
A	ACKNO	WLEDGMENTS
STATE OF ALASKA	)	
THIRD JUDICIAL DISTRICT	) ss. )	
THIS IS TO CERTIFY that on instrument was acknowledged b Kenai, an Alaska municipal corpo	efore m	day of, 2025, the foregoing e by Terry Eubank, City Manager, of the City of on behalf of the City.
		Notary Public for Alaska My Commission Expires:
STATE OF ALASKA	)	
THIRD JUDICIAL DISTRICT	) ss.	
THIS IS TO CERTIFY that on instrument was acknowledged be Empire Airlines, Inc., on behalf of	fore me	_ day of, 2025, the foregoing by Randy Lanfell, Director of Flight Operations, ate of Alaska.
		Notary Public for Alaska

Approved as to Form:

My Commission Expires: \_\_\_\_\_

Scott Bloom City Attorney

Special Use Permit—Empire Airlines, Inc. (Aircraft Loading and Parking) Page 8 of 8

Exhibit A ENA SUP - Empire Airlines (11,250 SF)

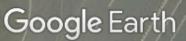


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"Serving the Greater Kenaí Península"

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

FAX 907-283-3737

# Memo

То:	Airport Commission
Through:	Derek Ables - Airport Manager
From:	Sarah Conley – Administrative Assistant
Date:	April 14, 2025
Subject:	First Amendment to Agreement for Automatic Teller Machine (ATM) Services

On July 1, 2024 the City of Kenai entered into an Agreement for Tyler Distributing Company, Inc. for Automatic Teller Machine (ATM) services, for a period of one year with the option to extend for an additional four (4) years if the City and contractor mutually agree in writing.

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

Attached for your review and recommendation is the First Amendment to Agreement for Automatic Teller Machine (ATM) services which shall be effective July 1, 2025.

Does Commission recommend Council Approve the First Amendment to the Agreement for ATM Services with Tyler Distributing Company, Inc.?

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

### FIRST EXTENSION TO AGREEMENT FOR AN AUTOMATIC TELLER MACHINE IN THE AIRPORT TERMINAL

The Automatic Teller Machine (ATM) Concession Agreement made the 1<sup>st</sup> day of July 2024 for one-year, by and between the CITY OF KENAI, hereinafter called "Owner", whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and, Tyler Distributing Company, Inc, whose mailing address is \_\_\_\_\_, hereinafter called "Contractor," is hereby amended as follows:

1). Pursuant to Article II of the Agreement, the term of the Agreement is extended for one year, beginning on July 1, 2025 and ending on June 30, 2026.

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

DATED this \_\_\_\_ day of May 2025.

CITY OF KENAI:

CONCESSIONAIRE:

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

By: \_

Michael Metteer, President

STATE OF ALASKA

) )ss

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2025, by Terry Eubank, City Manager for the City of Kenai.

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

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2025, by Michael Metteer, Tyler Distributing Company, Inc., an Alaskan corporation on behalf of the corporation.

)ss

Notary Public for Alaska My Commission Expires:

Approved as for form: \_\_\_\_\_ Scott Bloom, City Attorney



"Serving the Greater Kenaí Península"

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

FAX 907-283-3737

## Memo

То:	Airport Commission
From:	Derek Ables – Airport Manager
Date:	April 30, 2025
Subject:	Contract for Janitorial Services at the Airport Terminal

On April 25<sup>th</sup>, the lowest responsive bid to provide Janitorial Services was received by Reborn Again Janitorial Services for \$48,000. There was a total of two bids received.

This contract shall be for a period of one (1) year with the option to renew with a term of one-year contacts and is not to exceed (5) five consecutive years fiscal years commencing on July 1, 2025, and concluding on June 30, 2030.

After the completion of the first full calendar year of the contract term, the bid price will be adjusted annually to account for inflation.

• The adjustment will be made on July 1st of each subsequent fiscal year.

• The adjustment will be based on the percentage change in inflation of the previous calendar year, as determined by the U.S. Department of Labor statistics for Anchorage, Alaska.

## Does Commission recommend Council Award a contract for Janitorial Services for the Airport Terminal to Reborn Again Janitorial Services?

Attachment- Bid, Intent to Award



To: All Plan Holders

Date: 4/25/2025

Subject: Intent to Award

### Project: 2025 Janitorial Services for Kenai Municipal Airport 2025-88-FY26-C

This letter is to formally notify you of the City of Kenai's intent to award the contract for the aforementioned project to Reborn Again Janitorial Services.

Bidders	Base Bid Total	
Reborn Again Janitorial Services	\$48,000.00	
Touch of Gold Cleaning LL	\$50,100.00	

This Intent to Award does not create a contract. The Contractor shall take no actions related to performing work or purchasing materials for this project unless and until all parties fully execute an agreement.

If you have any questions regarding this notice of intent to award, please contact the Public Works Director, Lee Frey, at (907) 283-8240.

We appreciate your interest in doing business with the City of Kenai.

Lee Frey Public Works Director



## Invitation to Bid

### Project: 2025 Janitorial Services for Kenai Municipal Airport

Release: April 3, 2025

Pre-Bid Meeting and Tour: April 11, 2025, 2:00 pm at the Kenai Municipal Airport office.

Last day for Questions: April 18, 2025, by 10:00 AM AST

Bids Due Date: April 24, 2025, no later than 2:00 pm AST at City Hall

Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: Director of Public Works Blank Page

Table of Contents

- 1) Advertisement
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Tax Compliance Form
- 5) Sample Insurance Certificate
- 6) Sample Agreement
- 7) General Conditions
- 8) Business & Contractor's License

Appendix A – Scope of Work & Specifications

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### Advertisement for Bid

REQUEST FOR BIDS JANITORIAL SERVICES KENAI MUNICIPAL AIRPORT TERMINAL BUILDING

The City of Kenai is requesting bids from qualified entities to provide Janitorial Services at the Kenai Municipal Airport Terminal Building. The contract will be for a one-year term between July 1, 2025, through June 30, 2026, and may be extended for four successive one-year terms by mutual consent of the City and the contractor.

Bid packets, including the draft agreement, detailed specifications of services to be performed and a list of information that should be submitted may be picked up at the Airport Administrative Office, 305 N. Willow St., Suite 200, Kenai, Alaska. A non-mandatory pre-bid meeting and walk through will be held on Friday, April 11, 2025 at 2:00 p.m. in the Airport Administrative Office.

Bids must be submitted no later than 2:00 p.m. on Thursday, April 24, 2025 to the Airport Administrative Office, 305, N. Willow St. Ste. 200, Kenai, AK. In order to be considered, all bids must be received before 2:00 p.m. Thursday, April 24, 2025, at which time they will be opened. Any bids mailed must be received before the date and time scheduled for opening such bids.

All interested parties, including Disadvantaged Business Enterprises, are encouraged to submit bids. The City of Kenai will not exclude bidders on the grounds of race, color, creed, national origin, or sex. The City retains the right to reject any and all bids, waive informalities in any bid, request clarification of any bid, consider relevant performance information, and to award the bid in the best interest of the city. Bids not received by the date and time due will not be considered.

Further information may be obtained by calling the Airport Administrative Office at (907) 283-8281.

### CITY OF KENAI INSTRUCTIONS TO BIDDER

### 1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at <u>Purchasing@kenai.city</u>.

### Project: 2025 Janitorial Services for Kenai Municipal Airport

Release:	April 3, 2025
Pre-Bid Meeting:	April 11, 2025 at 2PM at the Kenai Municipal Airport Office
Last Day for Questions:	April 18, 2025 at 10 AM AST
Bids Due Date and Time:	April 24, 2025, no later than 2PM AST at City Hall

### 2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

### 3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

### 4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to <u>Purchasing@kenai.city</u>.

### 5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

### 6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

### 7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

### 8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to <u>Purchasing@kenai.city</u>. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

### 9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or Instructions to Bidders B. Page | 3

warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
  - Bid Form
  - Tax Compliance Certificate
  - Applicable Licenses
  - Non-Collusion Affidavit
  - Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- Electronic Bids may be submitted to the City Website using the instructions included in this Invitation to Bid.
- •
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

### 10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at <u>Purchasing@kenai.city</u> and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
  - CORRECT Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
  - CORRECT Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
  - INCORRECT Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Instructions to Bidders

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

### 11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

### 12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

### 13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

### 14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

### 15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

### 16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

### 17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

(1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;

(2) The signature of the protester or the protester's representative;

(3) Identification of the contracting agency and the solicitation or contract at issue;

(4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and

Instructions to Bidders

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(5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

### 18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

### **19.** Insurance Requirements

Please see Section 7.2 of the General Conditions for full detail of Insurance Requirements. Contractor will be required to provide an Insurance Certificate at time of contract in compliance of the requirements.

### CITY OF KENAI BID FORM

TO: City of Kenai Public Works Department 210 Fidalgo Avenue Kenai, Alaska 99611-7794

FROM:

Name of Bidder's Company or Business Entity

### **BIDDER'S DECLARATION & UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

### DOCUMENTS TO SUBMIT WITH THIS BID

- 1. Bid Form
- 2. Tax Compliance Certificate
- 3. Applicable Licenses
- 4. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)

### DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

- 1. Executed Agreement
- 2. Certificate(s) of Insurances\*

\* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

### TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on or before 6/30/2025.

<u>Liquidated Damages</u>. Liquidated damages will be charged at Three Hundred (\$300.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

### **BID TABULATION AND SUMMARY**

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

<u>BID GUARANTEE</u>: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

### EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: 2025 Janitorial Services for Kenai Municipal Airport

I have received Addenda No(s). \_\_\_\_\_\_ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

- 1. To hold my bid open forty-five (45) consecutive calendar days.
- 2. To accept the provisions of the Bid Documents.
- 3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
- 4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.

Service	Cost to Be Billed Monthly for the first year. (Inflation adjustment will apply to years 2 through 5.)
Cost per Month - for services as described in the Janitorial Scope of Work (Appendix A)	\$

BASE BID TOTAL: Monthly Cost x 12 months = Year (All work as detailed within the scope of work.)

\$\_\_\_\_\_

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice to Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

# City of Kenai

## **Electronic Bid/Proposal Submission Instructions**

1. Go to https://forms.kenai.city/Forms/BidSubmissionForm

KENAI (	City of Kenai Bid or RFP Submission Form
Date Time	e captured on form submission
Date and time will be	captured on form submission
Project Submitting	For:*
Cybersecurity Asses	sment 2023 🔹
Name of Responda	ints Firm/Company*
Submitters Name*	
Email Address*	
Proposal	
	Drag and drop up to <b>10</b> files here to upload or <b>Choose files</b>
Fees	
rees	
	Drag and drop up to <b>10</b> files here to upload or <b>Choose files</b>
Disclamer*	
By checking this i	box I agree that I am authorized to submit a response on behalf of the afore named firm/company.
	Submit

- 2. Select the project you are submitting from using the "Project Submitting For:" drop down box.
- 3. Enter the name of your Firm or Company.
- 4. Enter your name.
- 5. Enter an email address that will be used for issuing a receipt for the submission. All other communications regarding your bid/proposal will be directed to the contacts listed in the bid/proposal.
- 6. Upload your bid/proposal.
  - a. If you are submitting a bid there will only be one upload field.
  - b. If you are submitting a response to a Request for Proposal, there will be two upload fields. You MUST submit your proposal using the "Proposal" upload field. You MUST submit your fee information in a separate attachment using the "Fee" upload field.
- 7. If you are authorized to submit a bid on behalf of the listed firm/company, check the "Disclaimer" box. If you are not authorized to submit on behalf of the listed firm, please do not submit this form.
- 8. Press the button labeled "Submit."

You should receive an email confirming receipt of your proposal shortly after submitting. If you do not, please contact the City using the information in the bid/RFP documents.

#### ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

Certificate holder in lieu of such endorsement(s).  RODUCER  RODUCER  RODUCER  CONTACT RAME PROVE END: END: END: END: END: END: END: END:	D TO THE INSUR ACT OR OTHER ICIES DESCRIBE D BY PAID CLAIMS	DOCUMENT WITH RESPECT ED HEREIN IS SUBJECT TO A S.	TO WHICH THIS ALL THE TERMS, 1,000,00 100,00 2,000,00 2,000,00 1,000,00
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Kenai P	pliance Certif eninsula Bor Ince Departme	rough		
144 N. Binkley Street Soldotna, Alaska 99669-7599 www.kpb.us		Phone: (907) 714 or: (907) 714 Fax: (907) 714	-2175	
1.) Fill in all information requested.	2.) Sign and date. 3.) Sul	omit with solicitation, c	or other.	For Official Use Only
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IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

Contractor's Printed Name: Contractor's Fed. Tax ID #:	SHOR This agreement is no	E CITY OF KENAI FORM AGREEMENT t valid until properly signed by the parties by a valid City of Kenai Purchase Order	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENA	AI THE FOLLOWING SERVICE(S);		
Interpretation: The following documents are incorpo 1. Addenda 2. Proposal / Drawings / Instructions to Bidders 3.This Short Form Agreement 4. General Conditions (See page two / reverse of this 5.Contractor's Proposal *****Liquidated Damages Will not be necessary with this procurement. For this project are agreed to at \$ p Contractor's compensation will be (In words and num	form if double sided) er calendar day.	given the following order of precedence	and as applicable:
Time of commencement and completion			
BY SIGNING BELOW, THE CONTRACTOR HEREB ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONDITIONS	Y AFFIRMS THAT HE OR SHE HAS R S AGREEMENT INCLUDING THE GEN	READ AND	ress & Phone / Fax Numbers:
Contractor's Signature	Date		
Recommended by:	Purchase Order Number:	Approved by City Man	ager:
Signature Date		Signature	Date

Short Form Agreement

Revised 12-21-2018

#### **GENERAL CONDITIONS**

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

#### Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

#### Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor. Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

#### Short Form Agreement

Revised 12-21-2018

Appendix A

Civil Rights – Title VI Assurance Scope of Work Specifications KMA Building Map

#### ATTACHEMENT A

#### **CIVIL RIGHTS – TITLE VI ASSURANCE**

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

**1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein Incorporated by reference and made a part of this contract.

**2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**3.** Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5.** Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Kenai Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will there upon revert to and vest in and become the absolute property of Kenai Municipal Airport and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat.252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

			Daily					
A	Task Description	Daily	(11PM-	Maakh	Manthly	Questarly	٥٠٠٠٠	
Area North-Men's Bathroom	Task Description Sweep or Dust Mop and Wet Mop Floor	<b>10AM&amp;4PM</b> X	5AM) X	Weekly	Nonthly	Quarterly	Annually	As-Needeo
North-Men's Bathoom	Clean Sinks	x	X					
	Clean Countertop	x	X					
	Clean Mirrors	х	Х					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, or							
	any Other Dispensers	х	Х					
	Clean Walls			Х				
	Clean Toilets and Urinals	X	Х					
	Trash/Waste Removal (if over 50% full)	X	X					
	Clean and Polish Fixtures	X	X X			1		
	Clean and Polish Electric/Air Hand Dryers Clean Partition Stalls and Doors	Х	X			-		
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		X					
	Clean tile floor-refer to retro active 2.0 care and maintenance		X					
	Clean Entry Door	х	Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
		• •						
Café/Restaurant	No Janitorial Services							
				1			1	
South-Men's Bathroom	Sweep or Dust Mop and Wet Mop Floor	X	X					
	Clean Sinks	X	X					
	Clean Countertop Clean Mirrors	X X	X X					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, or	^	~					
	any Other Dispensers	х	х					
	Clean Walls	~	~	х				
	Clean Toilets and Urinals	х	Х					
	Trash/Waste Removal (if over 50% full)	х	Х					
	Clean and Polish Fixtures	Х	Х					
	Clean and Polish Electric/Air Hand Dryers	Х	Х					
	Clean Partition Stalls and Doors		Х					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		Х					
	Clean tile floor-refer to retro active 2.0 care and maintenance		X					
	Clean Entry Door	X X	X X					
	Disinfect, Wipe Down High Touch Surfaces	^	~					
North-Women's Bathroom	Sweep or Dust Mop and Wet Mop Floor	x	х	1	[	1	1	[
	Clean Sinks	X	X					
	Clean Countertop	Х	Х					
	Clean Mirrors	Х	Х					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener,							
	Sanitary Napkin, or any Other Dispensers	Х	Х					
	Clean Walls			Х				
	Clean Toilets	X	X					
	Trash/Waste Removal (if over 50% full)	X	X X					
	Clean and Polish Fixtures Clean and Polish Electric/Air Hand Dryers	X X	X					
	Clean Partition Stalls and Doors	^	X					
	Clean Baby Changing Table	х	X					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed	~	X					
	Clean tile floor-refer to retro active 2.0 care and maintenance		Х					
	Clean Entry Door	Х	Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
		-		1	-	•	1	
South-Women's Bathroom	Sweep or Dust Mop and Wet Mop Floor	Х	Х					
	Clean Sinks	Х	Х					
	Clean Countertop	X	X					
	Clean Mirrors	х	х			1		
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, Sanitary Napkin, or any Other Dispensers	х	х					
	Clean Walls	^	^		х			
	Clean Toilets	х	х		~	1		
	Trash/Waste Removal (if over 50% full)	x				t		
	Trash/Waste Removal	1	х					
	Clean and Polish Fixtures	х	X			İ		
	Clean and Polish Electric/Air Hand Dryers	Х	Х					
	Clean Partition Stalls and Doors		Х					
	Clear Dahy Charaina Tabla	Х	х	I				
	Clean Baby Changing Table Service Battery Operated Sink Fixtures, Replace Battery in Needed	~	X					

			Daily					
		Daily	(11PM-					
Area	Task Description	10AM&4PM	5AM)	Weekly	Monthly	Quarterly	Annually	As-Needeo
	Clean tile floor-refer to retro active 2.0 care and maintenance	v	X					
	Clean Entry Door	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	Х					
Janitor Closet	No Janitorial Services							
Janitor Storage Room	No Janitorial Services		[	[	[		[ ]	
Elevator/Elevator Room	No Janitorial Services			[				
Lounge	No Janitorial Services							
Lounge								
Stairs/Access Walkway	Sweep		х					
Stansy Access Walkway	Wet mop		X					
	Spot Clean Windows		x					
	Wash walls		^					х
			V					^
	Clean and Disinfect Handrails		X					
	Disinfect, Wipe Down High Touch Surfaces	X	Х					
Car Rental Space 1	No Janitorial Services				[			
South Area	Vacuum Carpet		х					
5644174164	Spot Clean Carpet		~					Х
	Encapsulation Process for carpet (interim cleaning)				х			Λ
					^	х		
	Hot water extraction for carpet		V			Χ.		
	Sweep and machine mop tile		X					
	Spot Clean Window Glass and Display Case Glass		Х					
	Carpet Clean/Extraction					Х		
	Trash/ Waste Removal		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
Car Rental Space 2	No Janitorial Services							
Car Kentar Space 2								
			1	1		1		
Mechanical Room	No Janitorial Services							
Mechanical Room	No Janitorial Services							
						[		
Mechanical Room Boiler Room	No Janitorial Services No Janitorial Services							
Boiler Room	No Janitorial Services							
	No Janitorial Services Spot Clean Windows		X					
Boiler Room	No Janitorial Services Spot Clean Windows Vacuum Carpet		X X					
Boiler Room	No Janitorial Services Spot Clean Windows Vacuum Carpet Spot Clean Carpet							X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)				X			X
Boiler Room	No Janitorial Services Spot Clean Windows Vacuum Carpet Spot Clean Carpet Encapsulation process for carpet (interim cleaning) Hot water extraction for carpet					X		X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)				x x x	x		X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors					x		X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls		X			x		X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors		X			x		X
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)		X  X 		Х	X		X
Boiler Room	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows		X X X X		Х	x		x
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet		X  X 		Х	X		
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet		X X X X		X X	X		X
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)		X X X X		Х			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet		X X X X		x	x		
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls		X X X X X X		X X			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet		X X X X		x			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls		X X X X X X		x			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors		X X X X X X X		x			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces		X X X X X X X		x			
Boiler Room S. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Sweep or Dust Mop Canopy Area		X X X X X X X		x			
Boiler Room S. Main Entrance N. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)		X X X X X X X X X X		x			
Boiler Room S. Main Entrance N. Main Entrance	No Janitorial Services         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Spot Clean Windows         Vacuum Carpet         Spot Clean Carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Encapsulation process for carpet (interim cleaning)         Hot water extraction for carpet         Clean Walls         Spot Clean Doors         Disinfect, Wipe Down High Touch Surfaces         Sweep outside doors (10 feet)         Sweep or Dust Mop Canopy Area		X X X X X X X X X X		x			

Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Need
71100	Disinfect, Wipe Down High Touch Surfaces	X	X		,	<b>Quarter</b> ,	/	
	Sweep outside doors (10 feet)							
			1	1	1	1	1	
N. Entrance Portico	Sweep or Dust Mop Canopy Area		Х					
	Trash/Waste Removal (if over 50% full)	Х						
	Trash/Waste Removal		Х					
	Spot Clean Doors		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
	Sweep outside doors (10 feet)	Х		Х				
Car Rental Space 3	No Janitorial Services		[	1	[		[	[
Concessionaire Office(glass)	No Janitorial Services							[
Main Lobby	Sweep and wet mop stairs		Х					
Stairs to Bar	Clean and disinfect handrails		Х	ļ				
	Machine mop hard-surface floors		Х					
	Trash/Waste Removal (if over 50% full)	Х						
	Trash/Waste Removal		Х					
	Clean and/or Damp Wipe Hard Surfaces and Furniture/baggage carousel		Х					
	Spot Clean Windows		Х					
	Clean All Windows				Х			
	Spot Clean Walls		Х					
	Clean, Disinfect, and Polish Drinking Fountain	Х	Х					
	Remove Holiday Window Art						Х	
	Pick-up and Dispose of Refuse	Х	Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х		l		l	
Arrival Gate	Vacuum Carpet		х					
	Spot Clean Carpet							Х
	Encapsulation process for carpet (interim cleaning)				Х			
	Hot water extraction for carpet					Х		
	Sweep and machine mop hard-surface floors		Х					
	Spot Clean Windows		Х					
	Spot Clean Walls		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
	Sweep outside doors (10 feet)			Х			l	
Departure Gates	Vacuum Carpet		х					
	Spot Clean Carpet							Х
	Encapsulation process for carpet (interim cleaning)				Х			
	Hot water extraction for carpet					Х		
	Sweep and machine mop hard-surface floors		Х					
	Spot Clean Windows		Х					
	Spot Clean Walls		Х					
	Trash/Waste Removal		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
	Sweep outside doors (10 feet)			Х				
Departure Waiting Area	Vacuum Carpet		Х					
	Spot Clean Carpet							Х
	Encapsulation process for carpet (interim cleaning)				Х			
	Hot water extraction for carpet					Х		
	Trash/Waste Removal (if over 50% full)	Х						
	Trash/Waste Removal		Х					
	Clean and Damp Wipe Hard Surfaces and Furniture		Х					
	Spot Clean Windows		Х					
	Spot Clean Walls		Х					
	Pick-up and Dispose of Refuse	Х	Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	х	L				
Airline Tenant 1	No Janitorial Services			1				
Concessionaire Office Space								
			1	1				
Airline Tenant 2	No Janitorial Services							

Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Neede
Airline Tenant 3	No Janitorial Services	20/11/04/11/1	<i>o,</i> ,		,	Quartery	,,	7.0 110000
Concessionaire Office								
S. Conference Room	Vacuum Carpet		х	1	1	1		
5. Conference Room	Spot Clean Carpet		Λ.					х
	Encapsulation process for carpet (interim cleaning)				х			Χ
					~	х		
	Hot water extraction for carpet		v			~		
	Trash/Waste Removal		X					
	Spot Clean Carpet		X					
	Spot Clean Windows							
	Spot Clean Walls	× ×	X					
	Disinfect, Wipe Down High Touch Surfaces	X	х					
Admin Office	Sweep		х	1		1		
	Machine mop hard-surface flooring		Х					
	Dust and/or Damp Wipe Hard Surfaces		Х					
	Spot clean walls		Х					
	Trash/Waste Removal		Х					
	Disinfect, Wipe Down High Touch Surfaces	X	Х					
				1	1	1		
Admin Break Area	Sweep		Х					
	Machine mop hard-surface flooring		Х					
	Dust and/or damp wipe hard surfaces		Х					
	Spot clean walls		Х					
	Trash/waste removal		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
					[			
N. Baggage Area	Trash/Waste Removal		Х					
	Disinfect, Wipe Down High Touch Surfaces	Х	Х					
	Sweep Floor			Х				
Manager's Office	Vacuum Carpet		Х			1		
indiager 5 office	Spot Clean Carpet		~					Х
	Encapsulation process for carpet (interim cleaning)				Х			X
	Encupsulation process for earper (internit cleaning)				~	х		
	Hot water extraction for carpet					^		
	Hot water extraction for carpet Trash/Waste Removal		х					
	Trash/Waste Removal		X X					
	Trash/Waste Removal Spot Clean Carpet		Х					
	Trash/Waste Removal Spot Clean Carpet Spot Clean Walls		X X					
	Trash/Waste Removal Spot Clean Carpet Spot Clean Walls Dust and/or Damp Wipe Hard Surfaces		X X X					
	Trash/Waste Removal Spot Clean Carpet Spot Clean Walls	X	X X					
S. Baggage Area	Trash/Waste Removal Spot Clean Carpet Spot Clean Walls Dust and/or Damp Wipe Hard Surfaces	x	X X X					
S. Baggage Area	Trash/Waste Removal Spot Clean Carpet Spot Clean Walls Dust and/or Damp Wipe Hard Surfaces Disinfect, Wipe Down High Touch Surfaces	x	X X X X					

#### CITY OF KENAI JANITORIAL SPECIFICATIONS KENAI MUNICIPAL AIRPORT TERMINAL BUILDING

Contractor shall comply with the following specifications for providing janitorial services at the Kenai Municipal Airport Terminal Building (Facility).

1. Owner shall designate a Contract Administrator (Administrator) who shall be the contact person for Contractor to address any matters arising under the Agreement for Services (Agreement).

2. Owner shall supply key/card access to Contractor for the Facility. The Contractor shall be responsible for all keys/cards issued to him and to ensure against loss, theft, duplication or abuse. Contractor shall also ensure that all appropriate areas are secured when cleaning is completed.

3. Contractor will have access to areas that are deemed restricted and sensitive in nature and must provide Contract Administrator with the full name, date of birth, and State of Alaska Driver's License or Identification number of prospective janitorial employee(s) to facilitate an accurate background inquiry. After reviewing the background inquiry, the Contract Administrator will notify the Contractor if the prospective janitorial employee(s) are allowed or denied access.

4. The Facility is approximately 25,000 square feet.

5. Routine janitorial service will be scheduled during those hours that the tenant organizations are not conducting business in the building. Provisions may be made for limited services to be performed during normal working hours. These services shall be limited to those that may be performed without disrupting the tenant operation or customer traffic in the building.

6. Contractor may store janitorial supplies and equipment in the janitor's room/closet at the Facility, which room/closet must be kept clean and orderly by Contractor. Extra supplies may also be kept in the north janitorial room, which must be orderly and with empty cartons removed; no storage shall be allowed in the boiler or mechanical rooms. All cleaning supplies must be stored in clearly-labeled containers.

7. Contractor shall supply professional grade cleaning materials and equipment, including a commercial-type vacuum cleaner. Contractor will provide all MSDS for cleaner used to the Administrator as soon as the cleaning agent is on site.

8. Due to viral strains, the demand to disinfect and wipe down high touch surfaces is mandatory and will be required multiple times a day.

9. Owner shall furnish paper towels, toilet paper, toilet seat covers, trash bags, and

EXHIBIT A – KENAI MUNICIPAL AIRPORT

Page 1 of 2

hand soap for the Facility. Contractor shall notify the Contract Administrator as these items become depleted.

10. Owner shall provide a machine for the cleaning of tile areas. All floors must be swept and wet mopped daily using the machine with an automatic scrubber/brush (3M red or white pad), using a diluted solution of neutral pH cleaner. Contractor shall maintain this machine according to manufacturer specifications. The contractor is responsible for providing brushes, cleaning agents, and other wear-related items.

11. Contractor's employees must wear appropriate attire, clean neat slacks or jeans (no holes), t-shirt with employer logo or full uniform. Airport Manager has final authority on appropriate attire.

12. Contractor's employees shall be thoroughly familiar with these Specifications.

13. Contractor shall not disturb papers on desks, shall not open drawers or cabinets, and shall not use telephones, computers, or any other equipment in the Facility.

14. Should a use of the Facility require additional janitorial services beyond those specified herein, the Kenai Municipal Airport shall be responsible for paying for such additional services. Contractor shall bill Owner for those services under this agreement. The cost for additional services shall be negotiated and approved by the Airport Director prior to performing such services.

15. This contract shall be for a period of one (1) year with the option to renew with a term of one-year contacts and is not to exceed (5) five consecutive years fiscal years commencing on July 1, 2025, and concluding on June 30, 2030.

16. Inflation Adjustment:

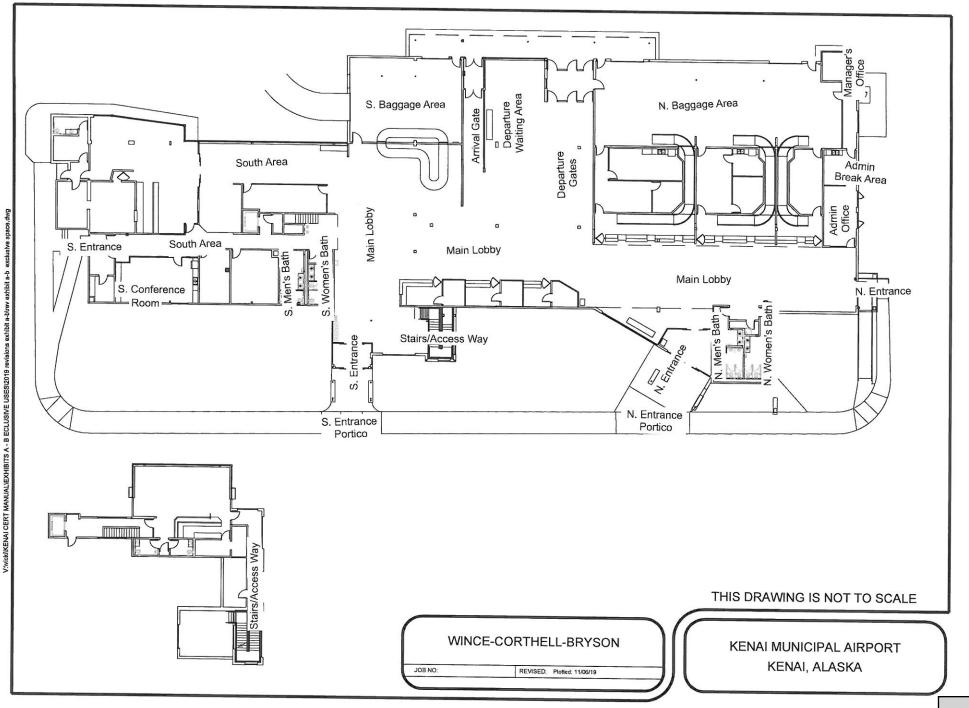
- After the completion of the first full calendar year of the contract term, the bid price will be adjusted annually to account for inflation.
- The adjustment will be made on July 1st of each subsequent fiscal year.
- The adjustment will be based on the percentage change in inflation of the previous calendar year, as determined by the U.S. Department of Labor statistics for Anchorage, Alaska.

## **SCOPE & SPECIFICATIONS**

(See Attached)

EXHIBIT A – KENAI MUNICIPAL AIRPORT

Exhibit B





Kenai City Council - Regular Meeting April 02, 2025 – 6:00 PM Kenai City Council Chambers 210 Fidalgo Avenue, Kenai, Alaska <u>www.kenai.city</u> \*\*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. <u>SCHEDULED ADMINISTRATIVE REPORTS</u>

- C. <u>SCHEDULED PUBLIC COMMENTS</u> (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.** <u>UNSCHEDULED PUBLIC COMMENTS</u> (Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

#### E. PUBLIC HEARINGS

- 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. <u>MINUTES</u>

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

#### G. UNFINISHED BUSINESS

#### H. <u>NEW BUSINESS</u>

- 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)
- 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

The agenda and supporting documents are posted on the City's website at <u>www.kenai.city</u>. 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/am9d7e9fS9KAMhuetsTcKA



Kenai City Council - Regular Meeting April 16, 2025 – 6:00 PM Kenai City Council Chambers 210 Fidalgo Avenue, Kenai, Alaska <u>www.kenai.city</u> \*\*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. <u>SCHEDULED ADMINISTRATIVE REPORTS</u>

- 1. Fiscal Year 2024 Audit Report, Principal Assurance Practice Leader Joy Merriner, BDO USA, LLP.
- **C.** <u>SCHEDULED PUBLIC COMMENTS</u> (Public comments limited to ten (10) minutes per speaker; twenty (20) minutes aggregated)
  - 1. Boys and Girls Club of the Kenai Peninsula, Chief Executive Officer Shanette Wik.
  - 2. Central Area Rural Transit System (CARTS), Board of Directors Secretary Linda Hutchings and Executive Director Jessica Schultz.
- **D.** <u>UNSCHEDULED PUBLIC COMMENTS</u> (Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

#### E. PUBLIC HEARINGS

- 1. **ENACTED UNANIMOUSLY. Ordinance No. 3462-2025** Accepting and Appropriating Donations to the Kenai Animal Shelter for the Purchase of Equipment and Supplies. (Administration)
- ENACTED UNANIMOUSLY. Ordinance No. 3463-2025 Conditionally Donating Certain City Owned Property Described as Three Approximately 1½ Acre Parcels to be Subdivided from a Portion of the Approximately 69½ 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)
- 3. **ADOPTED UNANIMOUSLY. Resolution No. 2025-23** Redirecting Water & Sewer Capital Project Funds to Complete Citywide Lift Station Improvements. (Administration)

- 4. **ADOPTED UNANIMOUSLY. Resolution No. 2025-24** Implementing a New Fee for a Truck Fill Station Permit in the Water Fees Section of the Schedule of Rates, Charges and Fees. (Administration)
- 5. **ADOPTED UNANIMOUSLY. Resolution No. 2025-25** Authorizing Award of the Contract to Use Cranes, Offices, and Operation Area at the Boating Facility. (Administration)
- 6. **ADOPTED UNANIMOUSLY. Resolution No. 2025-26** Authorizing the City Manager to Enter into an Agreement with the City of Soldotna to Continue Providing Animal Shelter Services for the City of Soldotna at the Kenai Animal Shelter. (Administration)

## F. <u>MINUTES</u>

1. \*Regular Meeting of April 2, 2025. (City Clerk)

## G. UNFINISHED BUSINESS

## H. <u>NEW BUSINESS</u>

- 1. \*Action/Approval Bills to be Ratified. (Administration)
- 2. **\*Action/Approval** Special Use Permit to Rebecca Boettcher, DBA: The Fishing Grounds, LLC for Operation of a Snack/Gift Shop Inside the Kenai Municipal Airport. (Administration)
- 3. **\*Action/Approval** Special Use Permit to the State of Alaska, Division of Forestry for Use of Apron Space at the Kenai Municipal Airport. (Administration)
- 4. **\*Ordinance No. 3464-2025** 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. (Administration)
- 5. \*Ordinance No. 3465-2025 Amending Kenai Municipal Code, Title 2 Alcoholic Beverage and Marijuana, Standardizing How Licenses are Reviewed by the City, Allowing for Administrative Non-Objections for Renewal of Existing Licenses When No Grounds to Object to the Renewal are Identified, Updating Public Hearings for Protests or Conditional Non-Objections, Aligning Municipal Code with Requirements of Alaska Statutes, and Other Housekeeping Amendments. (City Clerk)
- 6. **\*Ordinance No. 3466-2025** Amending Kenai Municipal Code, Chapter 4.32 Residential Code, to Reinstate Provisions Related to Engineered Design and Location, Including Fire Code Protection on Floors Provisions of the 2021 International Residential Code. (Administration)
- 7. **\*Ordinance No. 3467-2025** Accepting and Appropriating a Grant Received Through the Alaska Animal Control Association to the Kenai Animal Shelter for Attendance at the Alaska Animal Control Association 2025 Training Conference. (Administration)
- 8. **\*Ordinance No. 3468-2025** Accepting and Appropriating a Donation to the Kenai Community Library for the Summer Reading Program 2025. (Administration)
- \*Ordinance No. 3469-2025 Amending KMC 1.85.060-Conflicts of Interest Prohibited, to Allow Municipal Officers and City Employees to Participate in Certain Sales Open to the Public Through a Public Process and Narrowing the Existing Prohibition on Purchases to Personal Property Items. (Douthit)
- 10. **APPOINTMENT OF JEANNE REVEAL APPROVED.** Action/Approval Confirmation of Mayoral Nomination for a Partial Term Appointment of Jeanne Reveal to the Planning & Zoning Commission. (Gabriel)

#### I. COMMISSION REPORTS

- 1. Council on Aging Commission
- 2. Airport Commission
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#### J. <u>REPORT OF THE MAYOR</u>

#### 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 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. <u>ADJOURNMENT</u>

#### P. INFORMATION ITEMS

1. CIRCAC Director's Report - Williams

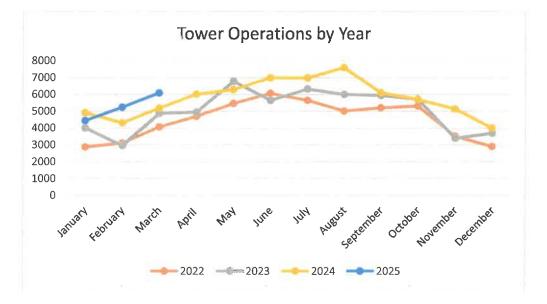
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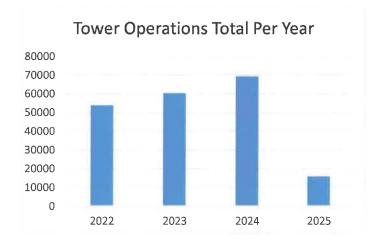
**Registration is required to join the meeting remotely through Zoom.** Please use the following link to register:

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#### **ENA Air Traffic Control Tower Operations**

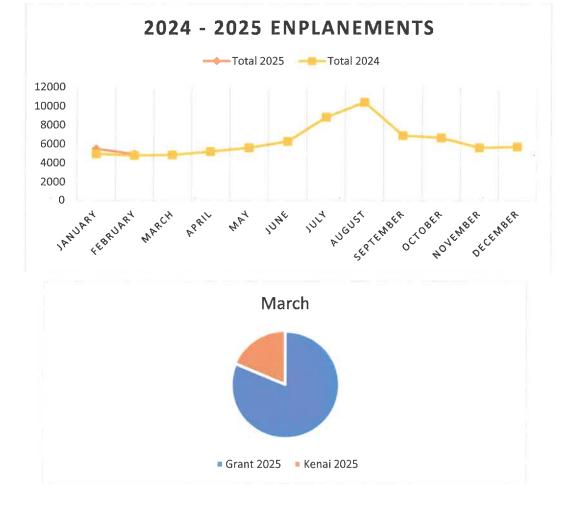
Year	2022	2023	2024	2025
January	2882	4009	4927	4451
February	3117	2965	4313	5250
March	4069	4874	5192	6099
April	4697	4957	6022	
May	5472	6786	6297	
June	6072	5660	6998	
July	5654	6337	6991	
August	5020	6007	7602	
September	5215	5950	6118	
October	5312	5724	5710	
November	3517	3404	5140	
December	2907	3699	4010	
Total	53934	60372	69320	15800





Month	Grant 2025	Kenai 2025	Grant 2024	Kenai 2024	Total 2025	Total 2024	Change from 2024 to 2025
January	4466	1003	3218	1719	5469	4937	532
February	4001	917	3207	1553	4918	4760	158
March	3973	1072	3508	1325	5045	4833	212
April			3847	1326		5173	
May			4024	1546		5570	
June			4635	1624		6259	
July			6585	2231		8816	
August			7584	2798		10382	
September			5291	1583		6874	
October			5090	1528		6618	
November			4301	1267		5568	
December			4338	1321		5659	
Total	12440	2992	55628	19821	15432	75449	902

**ENA Airline Enplanements** 



Year	2024	2025
January	\$ 17,977	\$ 22,502
February	\$ 19,877	\$ 21,354
March	\$ 20,848	\$ 24,111
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	\$ 67,966

