

City of Kodiak Regular Council Meeting Agenda for September 26, 2019
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

- I. Call to Order/Roll Call**
Invocation/Pledge of Allegiance

- II. Previous Minutes**
Approval of Minutes of the September 12, 2019, Regular Council Meeting1

- III. Persons to Be Heard**
 - a. Senior Center Month Proclamation.....6
 - b. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
None

- V. New Business**
 - a. First Reading, Ordinance No. 1390 Authorizing a Lease of Property Adjacent to Pier II with Petro Star, Inc. D/B/A North Pacific Fuel.....8
 - b. Authorization to Purchase CACH Standard Software for Total Response.....18
 - c. Authorization of a Three-Year Renewal of Professional Services Contract with ACS for Internet and Telecommunications Services.....22

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-3231)

- X. Adjournment**

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, SEPTEMBER 12, 2019
IN THE BOROUGH ASSEMBLY CHAMBERS**

I. MEETING CALLED TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Charles E. Davidson, Terry J. Haines, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Randall C. Bishop was absent. City Manager Mike Tvenge, City Clerk Nova Javier, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Salvation Army Major Dave Davis gave the invocation and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the August 22, 2019, regular meeting, as presented.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

III. PERSONS TO BE HEARD

a. Public Comments

None

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS

a. Resolution No. 2019-17, Naming Election Workers for the October 1, 2019 Regular Municipal Election

Mayor Branson read Resolution No. 2019–17 by title. Kodiak City Code specifies that prior to each election, the Council shall appoint judges and clerks for each City precinct and will also appoint a canvass board consisting of at least three persons. This resolution names election workers and canvass board members for the October 1, 2019, regular municipal election and authorizes the City Clerk to appoint other persons, if necessary, to ensure that an adequate number of workers are present to conduct and canvass the election.

Councilmember Arboleda MOVED to adopt Resolution No. 2019–17.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

b. Resolution No. 2019-18, Appointing a Member to the Kodiak Fisheries Development Association

Mayor Branson read Resolution No. 2019–18 by title. The Joint City-Borough appointed board seat on the Kodiak Fisheries Development Association (KFDA) held by Stosh Anderson has expired. Mr. Anderson has requested reappointment to the board seat with a term of three years. The Borough Assembly is expected to approve this reappointment during the September 5, 2019, regular Assembly meeting.

Councilmember Davidson MOVED to adopt Resolution No. 2019–18.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

c. Authorization of Borrow Material Permit No. 19-1 for Golden Alaska Excavating, LLC on Near Island for the Trident Basin Quarry

The Trident Basin Float Plane Facility is growing and continues to need additional area for facility parking and staging adjacent to the Andrew Air facility. It has been the goal to eventually provide the upland area needed but it has also been understood that significant rock removal would be required and would likely take years to develop a usable pad area. Golden Alaska Excavating, LLC has operated the quarry since 2013 and indicated that it wants to renew the permit for the next five years. It is to the City’s benefit to continue development of the quarry.

Councilmember Haines MOVED to authorize the agreement between the City of Kodiak and Golden Alaska Excavating, LLC for operation of Borrow Material Permit No. 19-1 and authorize the City Manager to execute the agreement on behalf of the City.

Councilmember Whiddon expressed his satisfaction with the increased fees. He inquired if the revenue from the Trident Basin Enterprise Fund could be used for the Trident Basin Road maintenance. Manager Tvenge said he believed it would be feasible because it was a part of the Facility; however, he said he will verify and report back.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

d. Authorization of Borrow Material Permit No. 19-2 for Brechan Construction, LLC on Near Island for the Breakwater Quarry

This authorization of the borrow material permit issued to Brechan Construction, LLC dated July 24, 2019, is for the extraction of rock at the Breakwater Quarry site. This permit will be issued for a term of five years ending in 2024. City staff has revised the permit to eliminate problems encountered during the previous five year period and efficiently move forward with removal of rock to develop additional uplands for the Shipyard.

Councilmember Davidson MOVED to authorize the agreement between the City of Kodiak and Brechan Construction LLC for operation of Borrow Material Permit No. 19-2 and authorize the City Manager to execute the agreement on behalf of the City.

Councilmember Whiddon said that with the additional permit royalties from Brechan and B&R Fish that he would like to create a savings account and create paving fund for the future of the \$260,000 cost of road paving in the area. Manager Tvenge said they would have to create a project fund.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

e. Authorization of Borrow Material Permit No. 19-3 for B&R Fish By-Products, Inc. on Near Island for the Breakwater Quarry

This authorization is for the borrow material permit issued to B&R Fish By-Products, Inc. dated July 24, 2019, for the extraction of rock at the Breakwater Quarry site. This permit will be issued for a term of two years ending in 2021. City staff has revised the previous permit to eliminate problems encountered during the previous five year period and efficiently move forward with removal of rock to develop additional uplands for the Shipyard.

Councilmember Walker MOVED to authorize the agreement between the City of Kodiak and B&R Fish By-Products, Inc. for operation of Borrow Material Permit No. 19-3 and authorize the City Manager to execute the agreement on behalf of the City.

Councilmember Davidson asked if the permit covers equipment storage. Manager Tvenge stated that the permit does not cover personal equipment storage.

Councilmember Walker stated he is pleased with the work done by the City Manager.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

VI. STAFF REPORTS

a. City Manager

Manger Tvenge stated that there was the first scheduled Consolidation Committee meeting this week where the nine members and two alternates were sworn in. He said this committee formation is the result of the advisory question on the October 4, 2016, Kodiak Island Borough election ballot. He stated meetings are scheduled for twice a month with the next scheduled meeting on Monday, September 30 at 6:30 pm, which are public meetings held in the KIB conference room 121.

He shared that the City has received two grant awards this week. One grant is from the Department of Military and Veterans Affairs–Division of Homeland Security and Emergency Management Grant for Emergency Management. He said this grant is for \$20,000 and is primarily for National Incident Management System training and monitoring of hazards or disasters, including

emergency operation exercises. He stated the second award is called the Edward Byrne Memorial Justice Assistance Grant Program. He shared that this grant award is for the Kodiak Police Department in the amount of \$34,048 and will be used to purchase safety equipment for all officers. He said these grants are a result of the City’s Fire Chief and Police Chief applying for fiscal opportunities to better their departments by providing a professional and effective emergency response within the Kodiak community.

Manager Tvenge said the water level at the Monashka Reservoir today was 79 inches below the full mark. He stated that water supplies are determined to be adequate for this time of year. He reported that Von Scheele Way from Mill Bay Road to Threshold Recycling will be closed for a paving project, which will begin on Tuesday, September 17 through Saturday, September 21. He asked citizens to use caution in the area. He said last week two City Firemen, FF Puliafico and FF Campbell were graduated to Journeyman status from a Probationary Firefighter, also known as a Rookie Firefighter. He shared that Journeyman Firemen are entrusted to lead hose teams, take charge of medical scenes, in short they are no longer followers but Leaders.

b. City Clerk

Clerk Javier gave an overview of the upcoming meeting schedule work session and regular Council meetings. She shared that Absentee In Person voting begins September 16, 2019, in the City Clerk’s office.

VII. MAYOR’S COMMENTS

Mayor Branson thanked Chief of Police Putney and Fire Chief Mullican for their work to obtain the grant awards. She welcomed the Navy Ship USS Comstock and stated she and the Manager had a nice tour of the ship with their admiral. She congratulated the Fire Department staff and thanked the election workers for their service. She highlighted that Manager’s report is on the City’s website and stated the report is very informative. She said at the next Council work session there will be discussion about annexation.

VIII. COUNCIL COMMENTS

Councilmember Haines thanked the election workers in advance. He provided an update on the Consolidation Committee. He said it will be an educational process and the committee has a projected schedule of 70 meetings. He said the committee will need public input and he provided a calendar and referred the public to the Borough’s website.

Councilmember Whiddon stated that historically Kodiak was a Navy town. He expressed his appreciation. He shared that the next Fisheries Work Group meeting will be on September 26 and he provided highlights of the agenda. He said he was pleased to hear of the new Journeyman Firefighters and congratulated them. He said Pollok season is underway.

Mayor Branson asked that the Fisheries Work Group provide an update on the Pink Salmon Disaster funding.

Councilmember Arboleda thanked the Department Heads for their leadership and she thanked Elly Cornelius for her 10 years of service with the City.

Councilmember Davidson extended a hearty welcome to USS Comstock. He welcomed the new Firemen. He requested that that drivers be aware of the children in the mornings.

Councilmember Walker thanked the Chiefs for their work on the grants and commended them on the awards. He stated he was delighted about the Von Scheele paving repairs. He thanked Mayor Branson and Councilmembers Whiddon and Haines for their work on advisory boards and he thanked the Department Heads and staff. He encouraged all to support the Kodiak High School Bears Football team and highlighted it was their Homecoming weekend.

IX. AUDIENCE COMMENTS

Jascha Zbitnoff thanked on the Mayor and Council for the quarry permit. He said it was a pleasure to work with Mike and Glenn.

X ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The meeting adjourned at 8:03 p.m.

The roll call vote was Councilmembers Arboleda, Davidson, Haines, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

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PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: September 26, 2019

Agenda Item: III. a. Proclamation: Declaring Senior Center Month

SUMMARY: This proclamation urges all citizens to recognize the special contributions of senior center participants and the special efforts of the staff and volunteers who work every day to enhance and enrich the lives of the older citizens in our community.

ATTACHMENTS:

Attachment A: Proclamation: Declaring Senior Center Month

PROCLAMATION

Declaring Senior Center Month

WHEREAS, September is national Senior Center Month; and

WHEREAS, every Alaskan is precious and has the right to freedom, safety, and dignity; and older Americans are significant members of our society who invest their wisdom and experience to help enrich and better the lives of younger generations'; and

WHEREAS, the Senior Citizens of Kodiak has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Kodiak; and;

WHEREAS, through the wide array of services, programs, and activities, senior centers empower older citizens of Kodiak to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, the Senior Citizens of Kodiak has been providing quality services for 46 years and is the first senior center in Alaska to be nationally accredited and only one of 7 centers to achieve 4 national accreditations

WHEREAS, the Senior Citizens of Kodiak affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge, and enabling their continued contributions to the community.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim the month of September 2019 as

SENIOR CENTER MONTH

in Kodiak and call upon all citizens to recognize the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Dated this 26th day of September 2019.


City of Kodiak

Pat Branson, Mayor

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager 
Thru: Josie Bahnke, Deputy City Manager
Date: September 26, 2019
Agenda Item: V. a. **First Reading, Ordinance No. 1390 Authorizing a Lease of Property Adjacent to Pier II With Petro Star, Inc. D/B/A North Pacific Fuel**

SUMMARY: Ordinance No. 1390 would authorize the City of Kodiak to lease a portion of Pier II uplands known as Van Rows 11 and 12 (easterly), to Petro Star Inc, D/B/A North Pacific Fuel. Petro Star has leased the parcel for five year terms continuously since 1999 and desires to renew the lease for an additional five years. The current lease expired on July 30, 2019.

PREVIOUS COUNCIL ACTION: Council has renewed the lease with Petro Star for four terms beginning in 1999. This lease is being introduced for first reading during the September 26, 2019, regular Council meeting and will advance to second reading at the next regular or special Council meeting.

DISCUSSION: The parcel leased by Petro Star Incorporated is located on the northwest corner of the Pier II property, immediately adjacent to Petro Star's bulk oil facility at 715 Shelikof Street. The 8,300 square foot (sf) area is used for storage, staging and parking in support of their bulk fuel facility operations. The area is paved with a security fence around the perimeter. The total lease area of 8,300 sf represents the current area, which is 200 sf less area than in previous years due to the Shelikof Street road realignment that accommodated the pedestrian walkway.

The majority of the uplands at Pier II were historically leased by commercial freight carriers for the storage of container vans on chassis. In the early 1990s, carriers transitioned to a "dry stack" method of container storage and consolidated their operations, primarily at Pier III. Currently a portion of the Pier II uplands are used for American President Line's container storage. Most of the uplands are now used to support other marine related business such as commercial fishing, staging for ferries and cruise ships, and ground leases to NOAA and Petro Star. The use of the area leased by Petro Star Inc. is appropriate and works in concert with other users in the area.

ALTERNATIVES:

- 1) Renew the lease to Petro Star for another five-year term by approving Ordinance No. 1390. Use of the area is beneficial to both parties and essential to Petro Star Inc. operations. This is the recommendation of staff.
- 2) Do not renew the lease and seek other uses for the area. Staff does not recommend this option.

FINANCIAL IMPLICATIONS: In 2013 an appraisal of the Pier II warehouse and uplands was conducted. The proposed rates are consistent with the appraisers recommended rates and fair market value. Petro Star has agreed to lease the 8,300 sf parcel at the current rate plus a 2.5 percent increase each year of the contract. The total revenue for the lease term is \$72,959. The annual rates are:

August 1, 2019 to June 30, 2020	\$13,880 per year
July 1, 2020 to June 30, 2021	\$14,227 per year
July 1, 2021 to June 30, 2022	\$14,583 per year
July 1, 2022 to June 30, 2023	\$14,948 per year
July 1, 2023 to June 30, 2024	\$15,321 per year

LEGAL: The City attorney and insurance broker reviewed all documents for compliance. The attorney also prepared the ordinance.

STAFF RECOMMENDATION: Staff recommends Council approve the lease as negotiated with Petro Star, Inc. for a five-year term commencing on August 1, 2019, and ending on June 30, 2024, by adopting Ordinance No. 1390 in the first reading.

CITY MANAGER'S COMMENTS: The Deputy City Manager discussed the renewal of the lease with Petro Star Inc. and negotiated the terms of the agreement. The lease benefits Petro Star Inc. and the Harbor Department and also provides revenue to the City. I support the recommendation to pass Ordinance No. 1390 in the first reading.

ATTACHMENTS:

Attachment A: Ordinance No. 1390

Attachment B: Five-year lease between City and Petro Star

PROPOSED MOTION:

Move to pass Ordinance No. 1390 in first reading to advance to public hearing at the next regular or special Council meeting.

**CITY OF KODIAK
ORDINANCE NUMBER 1390**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A LEASE OF PROPERTY ADJACENT TO PIER II WITH PETRO STAR, INC. D/B/A NORTH PACIFIC FUEL

WHEREAS, the City of Kodiak (“City”) the City is the owner of certain land adjacent to Pier II, more particularly described as the easterly 8,300 square feet of Van Storage Rows 11 and 12, combined (“Premises”); and

WHEREAS, Petro Star, Inc. d/b/a North Pacific Fuel desires to renew its existing lease of the Premises for purposes that are directly related to its use of the Pier II port facilities, for a term expiring June 30, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kodiak, Alaska, as follows:

Section 1: The Council finds that it is in the best interest of the City of Kodiak to renew the Ground Lease Agreement with Petro Star, Inc. d/b/a North Pacific Fuel, for the use of 8,300 square feet of space in the area adjacent to Pier II. Notwithstanding any provision of Kodiak City Code Chapter 18.20 to the contrary, the renewal of such Ground Lease Agreement hereby is authorized.

Section 2: The form and content of the Ground Lease Agreement between the City and Petro Star, Inc. d/b/a North Pacific Fuel, hereby are in all respects authorized, approved, and confirmed; and the City Manager hereby is authorized, empowered, and directed to execute and deliver the Ground Lease Agreement to Petro Star, Inc., d/b/a North Pacific Fuel, on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions, and deletions therein as she shall deem necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions, or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered, and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Ground Lease Agreement as executed.

Section 3: The Ground Lease Agreement authorized by this ordinance is subject to the requirements of City Charter Section V-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: September 26, 2019

Second Reading:

Effective Date:

**GROUND LEASE AGREEMENT
PETRO STAR AND CITY OF KODIAK
FOR A PORTION OF VAN STORAGE ROWS ADJACENT TO PIER
2 CONTRACT NO. 246008**

THIS LEASE, made as of the 1st day of August 2019, by and between the **City of Kodiak**, an Alaska municipal corporation (“City”), and **Petro Star Inc.**, an Alaska corporation, d/b/a North Pacific Fuel (“Lessee”), provides as follows:

1. Leased Premises. Upon the terms and conditions set forth herein and subject to the prompt payment and performance by Lessee of each and every sum and other obligation herein, the City does hereby lease, let, and demise to the Lessee, and the Lessee does hereby lease from the City the following described premises: that portion of Van Storage Rows 11 and 12, near Pier II in Kodiak, Alaska, extending seventy-five feet from the easterly end of those rows along the curbs defining the rows, and terminating at a line drawn between the curbs at the seventy-five-foot limit, comprising 8,300 square feet more or less, and further identified on the schematic drawing attached hereto as Exhibit A (“Premises”).

2. Term. This Lease shall be effective from August 1, 2019, through June 20, 2024, unless terminated earlier as provided below. The provisions of Kodiak City Code section 18.20.350 in effect on the day and year first above written shall govern the Lessee’s re-lease rights.

3. Rental. Lessee agrees to pay as and for rent the sum of THIRTEEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$13,880) per year in the first year, in one annual installment which is due upon signature of this agreement. The annual rental amount will be increased each subsequent year of this Lease by an amount equal to 2.5% of the prior year’s annual rent. Annual rental payments shall be due on June 30, prior to the rental year beginning the following day. The annual rental shall be as follows:

August 1, 2019 to June 30, 2020	\$13,880 per year
July 1, 2020 to June 30, 2021	\$14,227 per year
July 1, 2021 to June 30, 2022	\$14,583 per year
July 1, 2022 to June 30, 2023	\$14,948 per year
July 1, 2023 to June 30, 2024	\$15,321 per year

4. Conditions of Lease. The Premises shall be used solely for:

- (a) Storage of spill response supplies and equipment;
- (b) Unloading cargo container vans;
- (c) Parking of company and employee vehicles;
- (d) General storage; and
- (e) Storage of lube oils and kerosene in barrels.

5. Improvements. City shall have the right to make additions, alterations, or improvements to the Premises which will not impede Lessee's access to or use of the Premises. Lessee shall have the right to erect or construct a suitable fence necessary for securing the property placed in the area leased, a bulk lube oil system, asphalt curbing, and parked cargo container vans for inventory storage. Any improvements constructed by Lessee shall be consistent with the limited use of the Premises authorized by this Lease and shall be constructed at Lessee's expense. Upon termination of this Lease, such improvements shall be removed by Lessee at its sole expense.

6. Maintenance. Except as otherwise specifically provided herein, Lessee shall at all times at its sole expense maintain the Premises in good repair and in a neat and orderly condition. Lessee shall not cause or permit any litter, debris, or refuse to be accumulated or stored upon the Premises and shall promptly remove all such materials without cost to City.

7. Indemnity. Lessee shall defend, indemnify, and hold City, its officers, agents, and employees harmless against any and all actions, suits, proceedings, claims, loss, liens, costs, expense, and liability of every kind and nature whatsoever, including, but not limited to, attorney's fees reasonably incurred for response or defense, for injury to or death of persons or loss of or damage to property, including property owned by the City, caused by or incurred as a result of Lessee's use and occupancy of the Premises under this Lease. This provision shall not apply to claims, actions, damages, losses, or proceedings caused solely by the negligence of officers, agents, or employees of City.

8. Insurance. (a) Lessee shall procure and maintain at its sole expense, and shall keep in full force and effect throughout the term of this Lease, the following policies of insurance:

(1) *Commercial General Liability Insurance.* \$1,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from all operations related to this Lease. The general aggregate limit shall be \$2,000,000.

(2) *Commercial Automobile Liability Insurance.* \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) *Worker's Compensation and Employers Liability.* Worker's Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits and contain USL&H coverage endorsement, if applicable: (i) bodily injury by accident—\$1,000,000 each accident; and (ii) bodily injury by disease—\$1,000,000 each employee, \$1,000,000 policy limit.

(4) A policy of public and property damage liability insurance in an amount of not less than \$1,000,000 or the amount required for Lessee to demonstrate financial responsibility under 18 AAC 75.205, *et seq.*, whichever amount is greater. Such policy shall include coverage for all claims, damages, fines, or penalties which may arise by reason of any federal, state, or local law or regulation, including but not limited to AS 46.04, as a result of any discharge of petroleum products from Lessee's items stored on or other use of the Premises. This subparagraph is intended to effect the insurance and other financial responsibility requirements set forth in 18 AAC 75, and nothing in this Lease shall be construed as a waiver of the City's right to insist upon strict compliance with those requirements.

(b) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for the respective policies:

(1) *Commercial General Liability and Automobile Liability*.

(i) City, its officers, officials, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to City, its officers, officials, employees and volunteers.

(ii) Lessee's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of Lessee's insurance and shall not contribute to it.

(iii) Lessee's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from work performed by Lessee or any sublessee for City.

(2) *Worker's Compensation and Employer's Liability*. Lessee's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from work performed by Lessee or any sublessee for City.

(c) *All Insurance*. Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice for nonpayment of premium or fraud on the part of Lessee, or 60 days prior written notice for any other reason, has been given to by the Insurer to City by certified mail, return receipt requested. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-: VII.

(d) Verification of Coverage. Lessee shall furnish City with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms which meet industry standard. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Utility Charges and Taxes. All utility charges shall be borne and paid for by Lessee, together with all personal or real property taxes or assessments that may be levied against the Lessee by reasons of its occupancy of the Premises or its rights hereunder.

10. Operation of Equipment. In installing, operating, or maintaining any equipment on the Premises and in its general management of the Premises, the Lessee will act in accordance with applicable laws and regulations and so as not to cause interference with any other authorized use of Van Storage Rows, Pier II, and other City property. Lessee will not do, attempt, or permit any acts in connection with this Lease which could be construed as a violation of law.

11. Condition of Premises. Lessee takes the Premises in its present condition and City shall have no responsibility for its condition, or for any damage suffered by Lessee or any other person due to such conditions.

12. Assignment and Subleasing. Lessee shall not assign its rights or delegate its duties under this Lease, or sublease all or any part of the Premises, without the prior written consent of City.

13. Termination, Default and Re-Entry. (a) Either party may terminate this Lease prior to the end of the Term by written notice delivered to the other party. Such termination shall be effective no earlier than ninety days after the first day of the month immediately following such notice. All amounts due as of the date of termination shall be immediately owing. If City terminates, City shall refund to Lessee, pro rata based on the date of termination, any pre-paid annual rent. Neither party shall be liable to the other for any other damages arising out of early termination.

(b) If Lessee fails to cure any default of the conditions of this Lease within thirty days after written notice thereof by City, or in the event insolvency proceedings should be instituted by or against Lessee, then City may terminate the Lease as of such date and re-enter the Premises and remove all property therefrom and Lessee shall remain liable for the payment of rental to the extent provided by law.

14. Notice. Any notice under this Lease shall be in writing and shall be given when delivered in person or deposited in the United States mail, certified and postage prepaid, and addressed to the other party at the address set forth above its signature on this Lease. The address to which any notice under this Lease shall be given to a party may be changed by written notice given by such party as above provided.

15. Compliance with Laws. Lessee shall, at all times, in its use and occupancy of the Premises and in the conduct of its operations thereon, comply with all applicable federal, state, and local laws, ordinances, and regulations.

16. General Terms. (a) Partial Invalidity; Severability. If any provision of this Lease conflicts with any statute, ordinance, or rule of law, then such provision shall be deemed null and void to the extent that it conflict therewith, but without invalidating the remaining provisions hereof.

(b) Entire Agreement. This Lease contains the entire agreement between the parties. There are no other understandings or agreements between them.

(c) Governing Law. This Lease shall be construed in accordance with and be governed by the laws of the State of Alaska.

(d) Non-waiver. No delay or failure by City to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Lease.

(e) Headings. Headings in this Lease are for convenience only and shall not be used to interpret or construe its provisions.

(f) Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Venue. Any dispute arising out of this Lease shall be brought solely in the State of Alaska Superior Court at Kodiak, Alaska.

(h) Enforcement Costs & Attorney Fees. The prevailing party in any action arising from

or relating to this Lease shall be entitled to recover all expenses of any nature incurred in any way in connection with the matter, whether incurred before litigation, during litigation, in an appeal, or in connection with the enforcement of a judgment, including, but not limited to, attorney and expert fees.

IN WITNESS WHEREOF, the parties executed this instrument as of the day and month first above written.

CITY OF KODIAK
710 Mill Bay Road
Kodiak, AK 99615

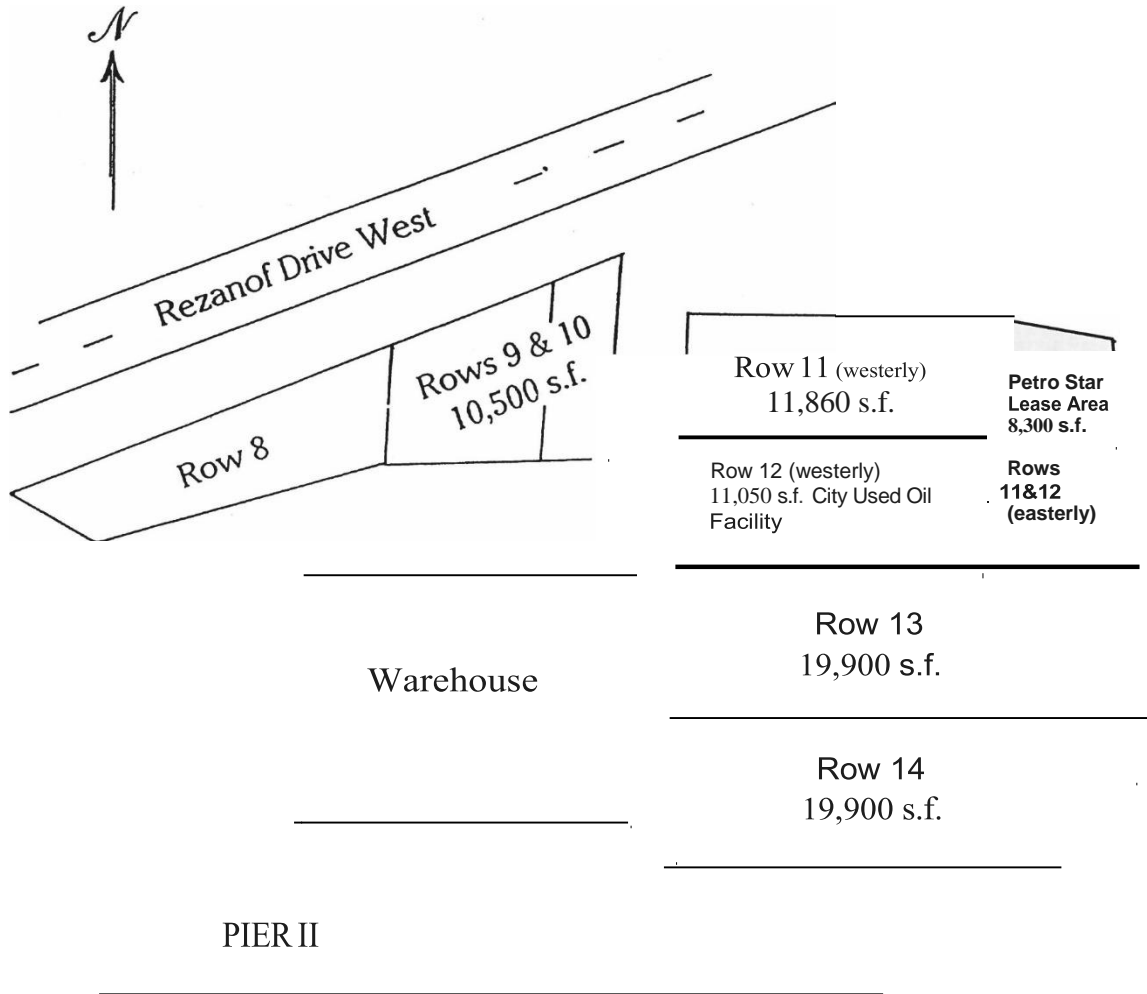
PETRO STAR INC. (DBA North Pacific Fuel)
P. O. Box 1487
Kodiak, AK 99615

City Manager

Manager

Witness:

EXHIBIT A
Petro Star Lease Area
Pier II, Kodiak,
Alaska



MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Timothy Putney, Chief of Police
Date: September 26, 2019

Agenda Item: V. b. Authorization to Purchase CACH Standard Software for Total Response

SUMMARY: The FY 2020 E911 Enterprise Fund includes a budgeted upgrade to the current PowerPhone Total Response system being used at the Public Safety Answering Point (PSAP). PowerPhone Total Response is both a training certification program and physical resource dispatchers utilize to deliver instructions to callers before the arrival of law enforcement, EMS, or fire responders. The current system in use today includes 56 hours of certification training and physical manuals or searchable PDF documents containing instructions for different emergencies. The upgrade will not replace the certification training, but it does improve the dispatcher's call-handling ability by replacing physical material with an interactive computer program.

The current system is not only cumbersome during an emergency, but support for this product is ending and no more updates will be available. The upgraded PowerPhone Total Response software is called Computer Aided Call Handling (CACH) Standard. This system is designed to be integrated with Computer Aided Dispatch (CAD) software which KPD uses today and streamlines the process in which dispatchers collect information from callers and relay it to first responders. CACH Standard contains over 82 emergency call-handling procedures that prompt dispatchers to ask pertinent questions during different emergency situations. Procedures can be added or modified to tailor the system to Kodiak's needs. The upgrade will cost \$46,600.

Staff recommends acquiring the upgraded software from PowerPhone Total Response through a sole source purchase. This is an upgrade to a system that has been used by the PSAP since 2015, and each dispatcher has undergone PowerPhone Total Response certification training for emergency medical dispatch, fire dispatch and police dispatch. A new program would likely require a different certification at an additional cost.

PREVIOUS COUNCIL ACTION:

- The FY2020 E911 Enterprise Fund included a budgeted upgrade to the current PowerPhone system
- Council adopted the FY2020 budget

ALTERNATIVES:

- 1) Authorize this purchase, in which case staff will proceed with implementing the new software. This is the recommendation of staff.
- 2) Do not authorize this purchase. The support for the current material is going away and updates will not be available.

FINANCIAL IMPLICATIONS: The funding for upgrading the PowerPhone system was approved in the FY2020 budget. This software will be paid for through the E911 Enterprise Fund machinery and equipment greater than \$5,000 account.

LEGAL: KCC 3.12.070 (d) Contracts for supplies, materials, equipment, or services for which the city manager determines in writing that there is only one source. The city manager shall negotiate with the sole source to obtain contract terms that best serve the interests of the city.

This is a PowerPhone system upgrade to the current PowerPhone program which is no longer be supported. A \$5,000 discount has been negotiated with PowerPhone.

STAFF RECOMMENDATION: Staff recommends upgrading PowerPhone Total Response to CACH Standard. This system will replace physical manuals and hard-to-read PDF documents with an intuitive computer program with 82 embedded emergency call-handling procedures. This upgrade will both streamline the information gathering process by dispatchers, and allow them to provide consistent direction to callers experiencing a medical emergency, police emergency, or fire emergency.

CITY MANAGER'S COMMENTS: Computer Aided Call Handling will provide a consistent message to emergencies where dispatchers are required to reply to any number of situations. The system will be much easier to use than our current manual and is intended to provide support to the public safety dispatchers that are making important life situation decisions.

NOTES/ATTACHMENTS:

Attachment A: KPD Computer Software Quote

PROPOSED MOTION:

Move to authorize the purchase of CACH Standard Software for Total Response in the amount of \$46,600 with funds coming from the E911 Enterprise Fund machinery and equipment greater than \$5,000 account and authorize the City Manager to execute the documents on behalf of the City.



1321 Boston Post Rd
 Madison, CT 06443
 1.800.537.6937

Quote

Quote Number: 14425
 Date: 09/09/2019
 Sales Person: Pamela Visel
 Valid Until: 09/30/2019

Bill To	Ship To
Sgt. Dalana Hatfield Kodiak Police Department 2160 Mill Bay Road Kodiak, AK 99615	Kodiak Police Department

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price	Discount
1	TRSILVER	Total Response Silver Package Includes: CACH Standard licenses: Server, Administrator, Assessor, Supervisor, 2 Call Handler; User/Admin Training; Install on up to 4 workstations; 10 hours Implementation Support; CAD Interface (other vendor fees not included).	\$43,350.00	\$43,350.00	\$43,350.00	\$0.00
1	TRSBL	Script Builder License	\$3,850.00	\$3,850.00	\$3,850.00	\$0.00
1	TRSMINT	Annual Software Maintenance Due 13 months after installation	\$4,785.00	\$5,362.50	\$5,362.50	\$5,362.50
3		Credit For current digital protocols customer	\$0.00	\$-200.00	\$-600.00	\$0.00
*TOTAL DISCOUNT =						\$5,962.50 including credit

Subtotal:	\$51,962.50
Discount:	\$5,362.50
Discounted Subtotal:	\$46,600.00
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$46,600.00

Grand Total

Currency:	USD	Subtotal:	\$51,962.50
		Discount:	\$5,362.50
		Discounted Subtotal:	\$46,600.00
Tax Rate:	0.00%	Tax:	\$0.00



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number: 14425
Date: 09/09/2019
Sales Person: Pamela Visel
Valid Until: 09/30/2019


Shipping
Provider:

Shipping: \$0.00

Total: \$46,600.00

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager 

Thru: Kelly Mayes, Finance Director

Date: September 26, 2019

Agenda Item: V. c. Authorization of a Three-Year Renewal of Professional Services Contract with ACS for Internet and Telecommunications Services

SUMMARY: On April 13, 2015, the City issued an RFP for enhanced internet and telephone services to increase the City's bandwidth to remote sites, provide a higher level of security, performance, and reliability and minimizing costs. The City received one proposal from Alaska Communications (ACS) and updated the city's telephone and internet services. The monthly agreement was under a three-year contract and expired in September 2018. The City is recommending that we renew the internet and telephone services agreement to maintain minimal costs and provide uninterrupted service to the City's IT infrastructure.

PREVIOUS COUNCIL ACTION: On July 11, 2015, the Council authorized the professional services contract to award the City's telephone and internet services with Alaska Communication Services.

DISCUSSION: The City's current internet connection provides services to all City facilities and infrastructure. ACS provides high bandwidth internet and WAN connectivity to support data, video and voice communications via an internet connection. ACS provides 10 Mbps connections to the Pool Building, Parks and Recreation Office, Harbor Office, Waste Water Treatment Plant, and Public Works and minimum 100 Mbps connections between City Hall, Fire Department and the Police Department.

The cost of the citywide internet and telephone services is \$9,359.80 per month and \$112,317.60 per year for citywide telephone and internet services that include dedicated internet access, enhanced Ethernet services, local services, and business internet services.

ALTERNATIVES:

- 1) Staff recommends authorizing the three-year renewal with Alaska Communications.
- 2) Do not authorize the contracts. This is not recommended, because the City's internet and telecommunications services are critical infrastructure for the City, and funds have been budgeted for these operational costs.

FINANCIAL IMPLICATIONS: \$180,978 is budgeted for FY2020 for internet and telecommunications for the City in five separate funds (General, Harbor, Water, Sewer, and E911). These budget amounts also include long-distance service and cell phone charges.

STAFF RECOMMENDATION: Staff recommends Council authorize three-year professional services contracts with Alaska Communications for an amount not-to-exceed \$112,318 for internet and local telecommunications services for the City.

CITY MANAGER'S COMMENTS: I support staff's recommendation. ACS is the only local provider that can accommodate the city's internet needs.

ATTACHMENTS:

Attachment A: Alaska Communications Three-Year Renewal Agreement

PROPOSED MOTION:

Move to authorize the three-year professional services contracts with Alaska Communications for internet and local telecommunications services for the City in an amount not-to-exceed \$112,318 per year, with funds coming from the Telephone account (450.115) the operating budgets of the General Fund, the Harbor Fund, the Water Fund, the Sewer Fund, and the E-911 Fund and authorize the City Manager to execute the documents on behalf of the City.

Contract Type

New Amendment / Order to Contract ID # Renewal Co-terminus with Existing Agreement Date

Business/ Customer Information

Business Name: City of Kodiak
 Billing Address Line 1: PO Box 1397
 Billing Address Line 2: _____
 City/State/Zip: Kodiak, AK 99615
 Order Contact: Lee Peterson
 Contact Email: jpeterson@city.kodiak.ak.us

Account Number: Multiple
 Service Street Address*: Multiple
 Service Address – Line 2: _____
 Service City/State/Zip*: _____
 Contact Phone Number: 486-8619
 *If different from Billing Address: _____

Scope of Services

Inside wiring: Yes

Products and Services	Service Descriptions Attachments	Exhibits
Dedicated Internet Access Enhanced Ethernet Services Local Service Business Internet		Exhibit 2: Service Pricing [or pricing is per notes, below]

Cost are incremental to any existing services:
 Term 3 year. Monthly Recurring Charges: \$9,359.80 Initial Non-Recurring Charges: \$0.00

Letter of Authorization (For Local and Long Distance Carrier Changes)
 I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.
 Local Telephone Service In-State Long Distance Out-of-State Long Distance
 I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.
 Yes! I would like to receive information on Alaska Communications' products, promotions, and services.
 Yes! I would like to receive information from Alaska Communications' contractual affiliates on products, promotions, and services.
 I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.
I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY TERMINATION CHARGES.
 I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT ALASKACOMMUNICATIONS.COM/BUSINESSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.