

City of Kodiak Regular Council Meeting Agenda for October 24, 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 October 10, 2019, Regular Council Meeting	1
III. Persons to Be Heard	
a. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
V. New Business	
a. Resolution No. 2019–20, Authorizing the Borrowing From the Alaska Clean Water Fund of an Aggregate Amount Not to Exceed Five Million Four Hundred Thirty Five Thousand (\$5,435,000) to Pay For the Cost of an Upgrade to the City of Kodiak Wastewater Treatment Plant Ultraviolet Effluent Disinfection Facility.....	6
b. Resolution No. 2019–21, Accepting a 2019 State Homeland Security Grant From the State of Alaska Division of Homeland Security and Emergency Management for ALMR Compliant Capability Radios, Replacement Tsunami Sirens, and Emergency Shelter Bedding.....	12
c. Authorization of Professional Services Agreement for State Legislative Lobbying Services with Dianne Blumer of Blumer & Associates.....	26
d. Authorization to Cancel the November 28, and December 26, 2019, Regular Meetings and Authorize the City Manager to Schedule Special Meetings if Needed.....	32
e. Certification of Election.....	34
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor’s Comments	
VIII. Council Comments	
IX. Oath of Office	
X. Executive Session	
a. Discussion With the City Attorney About the City of Kodiak - Ocean Beauty Lease Agreement Post Termination Issues.....	40
XI. Audience Comments (limited to 3 minutes) (486-3231)	
XII. Adjournment	

(This page left intentionally blank.)

<p style="font-size: 2em; margin: 0;">DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, OCTOBER 10, 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 Corps Sergeant Major Dave Blacketer gave the invocation and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the September 26, 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. Proclamation: Filipino American National History Month

Councilmember Arboleda read this proclamation, which urged all citizens to celebrate the rich history and contributions of Filipino Americans in Kodiak.

Aida Llave accepted the proclamation on behalf of the Filipino American Association. She said October is recognized as the National History Month and it is a time to celebrate the Filipino contributions within the community. She appreciated the support and celebration from the Mayor and Council.

b. Public Comments

David Blacketer congratulated the store manager at the Salvation Army for recently attaining her U.S. citizenship. He commended those who get their US citizenship by going through the rigorous process.

IV. UNFINISHED BUSINESS

a. Second Reading and Public Hearing, Ordinance No. 1390 Authorizing a Lease of Property Adjacent to Pier II With Petro Star, Inc. D/B/A North Pacific Fuel

Mayor Branson read Ordinance No. 1390 by title. 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.

Councilmember Walker MOVED to adopt Ordinance No. 1390.

Mayor Branson closed the regular meeting and reopened the regular meeting when no one came forward to testify.

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

V. NEW BUSINESS

a. **Resolution No. 2019–19, In Support of the Alaska Department of Fish and Game’s Traditional and Historic Management of the Kodiak Salmon Fishery, and Maintaining the Location of the January 2020 Board of Fisheries Meeting in Kodiak**

Mayor Branson read Resolution No. 2019–19 by title. This resolution was proposed by the Salmon Work Group to the Kodiak Fisheries Work Group (FWG) on September 26, 2019. The resolution addresses two topics: The challenges by the Cook Inlet and Chignik fishermen to reduce or to shut down portions of the salmon fishery; and the expected attempt to have the Alaska Board of Fisheries meeting addressing Kodiak salmon issues currently scheduled in Kodiak to occur in Anchorage

Councilmember Arboleda MOVED to adopt Resolution No. 2019–19.

Councilmember Whiddon stated approximately two years ago the Salmon Work Group was formed to work on behalf of Kodiak, which is funded by the City and Borough. He said there have been various threats to the Kodiak fisheries and this resolution specifically advocates to keep the Board of Fish (BOF) meeting in Kodiak and for Kodiak to retain the traditional fisheries of the area.

Councilmember Davidson thanked Councilmembers Whiddon and Haines for serving on the Fisheries Work Group.

Councilmember Haines thanked all individuals that attend and contribute to the Fisheries Work Group and he stated he supports the Salmon Work Group’s efforts.

Councilmember Whiddon clarified that the Fisheries Work Group does not engage in allocation issues; however, this resolution advocates for Kodiak fisherman and the community as a whole.

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

b. **Authorization to Purchase Radio System Upgrade from Motorola Solutions**

The City of Kodiak operates a VHF land mobile radio system utilizing Motorola equipment which was installed in 2005. The City owns six radio frequencies, which are utilized by the Police Department, Fire Department, Public Works Department and the Harbor Master's Office. This also includes a frequency used by both Bayside and Women's Bay Fire Departments. In addition, the portable and vehicle radios used by the Police Department and Fire Department are Motorola, and the computer aided dispatch (CAD) software is owned by Motorola Solutions. This upgrade will replace like components with like components: it's not a completely new installation.

Councilmember Davidson MOVED to authorize a purchase agreement with Motorola Solutions and City in an amount not-to-exceed \$399,623 for Gold Elite Dispatch Console equipment and implementation with funds coming from Project Number 4054 Gold Elite Dispatch Console; and not-to-exceed \$368,000 for Quantar Repeater and Voting Receiver equipment and implementation with funds coming from Project Number 4053 Quantar Repeater and Voting Receiver and authorize the City Manager to execute the documents on behalf of the City.

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

Manager Tvenge said the Parks and Recreation department has been busy preparing the indoor ice rink, which will open next week on Tuesday, October 15. He referred the public to the Parks and Recreation's Facebook page for more information. He shared that the radar speed indicator signs that flash at vehicles oncoming speed will be installed on Mission Road by the end of this month. He shared that there will be two signs installed along the roadway and he reminded everyone that the speed limit on Mission Road is 20 mph. He said the Monashka Reservoir is just 24 inches from being full. He shared that the low water stretch has caused a bit of turbidity or discoloring of the water but that will slowly disappear. He highlighted that Sewer Lift Stations 3 and 4 are operational as of last week. He shared that Gorman Rupp the manufacturer was in town for the startup and everything ran smoothly. He stated he was proud to announce that over the past three years they have replaced the four downtown lift stations and improved critical infrastructure.

b. City Clerk

Clerk Javier gave an overview of the upcoming work session and regular Council meetings. She highlighted the Fisheries Work Group schedule and said that October 18 is a holiday and the City offices will be closed.

VII. MAYOR'S COMMENTS

Mayor Branson thanked the contributions of the Filipinos in the community. She highlighted that the City Manager's report noting it is very information and it is available on the City website.

She thanked outgoing Borough Mayor Rohrer for his contributions, availability, and public service to the community.

VIII. COUNCIL COMMENTS

Councilmember Walker thanked the City employees.

Councilmember Haines encouraged people to keep their garbage contained and to be bear aware.

Councilmember Davidson thanked the public for voting and encouraged citizens to vote. He referred to Pearson Brodie’s letter regarding use of public space for potential market space. Mayor Branson stated she asked Pearson Brodie to develop a proposal for Council consideration.

Councilmember Whiddon thanked Mayor Branson and Councilmember Davidson for their service and for running for reelection. He referred to the time he became an American citizen and he congratulated the individual in Dave Blacketer’s comments. He said that he works many Filipinos at his work site and said they are the fabric of the community. He provided a fish update regarding cod, Pollock, and halibut.

Councilmember Arboleda said she was excited about the Baranof multi-purpose facility design and she stated she has heard positive feedback. She thanked her parents for being positive role models and said she is proud to be a part of the Filipino community.

IX. AUDIENCE COMMENTS

None

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:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager 

Thru: Craig Walton, Public Works Director and Glenn Melvin PE, City Engineer

Date: October 24, 2019

Agenda Item: V.a. **Resolution No. 2019– 20, Authorizing the Borrowing From the Alaska Clean Water Fund of an Aggregate Amount Not to Exceed Five Million Four Hundred Thirty Five Thousand (\$5,435,000) to Pay For the Cost of an Upgrade to the City of Kodiak Wastewater Treatment Plant Ultraviolet Effluent Disinfection Facility**

SUMMARY: The last Wastewater Treatment Plant (WWTP) upgrade was completed in 1999. Generally, wastewater treatment plants are evaluated and upgraded approximately every 20 years. Originally, we developed a concept plan using four phases to complete the project, this has been put on temporary hold. Based on the ADEC mandated schedule of compliance for the City's new APEDS Permit No. AK0021555 issued July 1, 2018, the City is required to secure project construction funding and submit its proposed construction schedule to ADEC by July 2020 and complete construction by June 30, 2023. Staff is requesting Council adopt Resolution No. 2019–20, which authorizes the application for a \$5,435,000 dollar loan from the Alaska Clean Water Fund (ACWF) loan program to complete the WWTP UV Facility requirement.

PREVIOUS COUNCIL ACTION:

- June 2017 Council approved the FY2018 budget, which included \$600,000 for the WWTP Loan.
- March 2019 Council approved Resolution No. 2019–06 requesting Federal funding to construct the EPA/ADEC required UV effluent disinfection facility in the amount of \$4,500,000 to remain compliant with current regulations.

DISCUSSION: Staff and Council have discussed and evaluated multiple options at several work sessions to meet ADEC compliance by 2023. The City submitted the necessary paperwork to be included in the ADEC Intended Use Plan, which is a preliminary requirement to the ACWF loan application.

ALTERNATIVES:

- 1) Staff recommends that Council adopt the resolution authorizing the ACWF loan application in the amount of \$5,435,000. The authorization of the loan application will allow the project to get started. Having an executed ACWF loan improves points on any future application for a grant through the ADEC and also potential for loan forgiveness. The loan has an estimated 1.5% annual interest rate, same as the previous WWTP loan for \$600,000.

OCTOBER 24, 2019
Agenda Item V. a. Memo Page 1 of 2

- 2) Do not authorize the loan application, which is not recommended because it would delay the project until funds can be arranged through another funding source. It could also potentially jeopardize project completion by deadline.

FINANCIAL IMPLICATIONS: Applying and receiving the ACWF loan will allow the City to complete the project. Since the City already has an ACWF loan for Phase I of the project, it improves the score on future loan questionnaires in order to complete the project. The design is approximately 50% complete and the latest total cost estimate of the project is \$5,435,000.

The primary goal with our current approach is to build a project budget to fully construct the facility by bidding the project in February 2020 and be substantially complete by February 2021-22. We have used these loans on other City water and sewer projects, and the program is one of the best funding sources available for municipalities operating public water and wastewater systems.

LEGAL: The City Attorney reviewed the resolution and wrote the ADEC required financial stability letter for submission with the loan application.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2019–20 authorizing the application of an ACWF loan in the amount of \$5,435,000 for the WWTP UV Effluent Disinfection Facility.

CITY MANAGER’S COMMENTS: The sewer utility rates are expected to cover the debt incurred with this up-to 30-year loan. The project has a mandate by ADEC, which does not appear to soften. The ACWF loan would qualify for a subsidy from EPA equal to 10% forgiveness up to \$500,000. This requires the City to submit a request for forgiveness. This loan is essentially a line of credit, reimbursable of expenditures. The total project **estimate** has increased from an initial cost of \$4,500,000 to today's \$5,435,000. The oversight of the design and project cost goal would be to keep costs in line with need and avoid excess expenditures

NOTES/ATTACHMENTS:

Attachment A: Resolution No. 2019–20

PROPOSED MOTION:

Move to adopt Resolution No. 2019–20.

**CITY OF KODIAK
RESOLUTION NUMBER 2019–20**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE BORROWING FROM THE ALASKA CLEAN WATER FUND OF AN AGGREGATE AMOUNT NOT TO EXCEED FIVE MILLION FOUR HUNDRED AND THIRTY FIVE THOUSAND DOLLARS (\$5,435,000) TO PAY THE COST OF AN UPGRADE FOR THE CITY OF KODIAK WASTEWATER TREATMENT PLANT ULTRAVIOLET EFFLUENT DISINFECTION FACILITY

WHEREAS, pursuant to AS 46.03.032 the Alaska Department of Environmental Conservation ("DEC") may make loans to municipalities from the Alaska Clean Water Fund ("Clean Water Fund") to pay the cost of planning, designing, building, constructing, and rehabilitating public wastewater collection, treatment and discharge systems; and

WHEREAS, the City of Kodiak ("City") is eligible to borrow from the Clean Water Fund for the purpose described above, and the interest rates to be paid by the City on loans from the Clean Water Fund are favorable compared to the rates charged by other sources of funds that are available to the City; and

WHEREAS, Article VI, Section 3 of the Kodiak City Charter authorizes the City to borrow money and issue evidences of indebtedness therefore, the principal and interest of which are payable solely out of and the only security for which is the revenue of a revenue-producing utility or enterprise when authorized by the Council for the acquisition, construction, reconstruction, repair, improvement, extension, enlargement, and/or equipment of the utility or enterprise; and

WHEREAS, Article VI, Section 3 of the Kodiak City Charter requires that utility revenue obligations of the City be ratified by a majority of the qualified voters of the City only so long as voter approval is required by state law, and under the constitution and statutes of the State of Alaska, the City may issue utility revenue obligations without voter approval; and

WHEREAS, the City Council has previously authorized spending \$600,000 in FY 2018 to pay for an initial condition assessment of the Wastewater Treatment Plant ("WWTP") including site, buildings, Lift Station #5, Lift Station #1B, force mains, electrical systems, SCADA system, including partial design of the UV effluent disinfection facility and all process systems as Phase I of an anticipated four phase upgrade of the WWTP ("the Project") contingent on obtaining a loan of \$600,000 from the Clean Water Fund ("the Loan"); and

WHEREAS, the Loan is a continuation of the previously approved loan and will increase borrowings by \$5,435,000 and the loan is necessary and in the best interest of the City and its residents to pay part of the cost of the Project; and

WHEREAS, the ADEC permit number AK0021555 is dated July 1, 2018 and includes a mandated schedule of compliance based on securing project construction funding, completing a facility design for ADEC approval, commencement of construction and the treatment of effluent in accordance with permit requirements.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KODIAK, ALASKA that:

Section 1. Definitions. In addition to the terms defined in the recitals above, the following terms shall have the following meanings in this Resolution:

"Gross Revenues" means all rates and charges and other income, in each case derived by or for the account of the City from the ownership, leasing, or operation of the Wastewater Utility, except proceeds from the sale of bonds or notes, any grants received for the Wastewater Utility, and interest received and profits derived from the investment of moneys obtained from such sources or from moneys held in any fund solely to pay or secure the payment of any bonds or notes issued in connection with the Wastewater Utility.

"Operating Expenses" means the current expenses incurred for operation, maintenance, or repair of the Wastewater Utility of a non-capital nature, and shall include without limitation payments required by any source of supply expenses; fuel expenses; treatment, transmission and distribution expenses; customer accounts expenses, administrative and general expenses, insurance premiums, lease rentals, legal, regulatory and engineering expenses; payments to pension, retirement, group life insurance, health and hospitalization funds; or other employee benefit funds which are properly chargeable to current operations; interest on customers' deposits, payroll tax expenses, and any other expenses required to be paid by law or permitted by standard practices for public utility systems similar to the properties and business of the Wastewater Utility (adjusted to reflect public ownership) and applicable in the circumstances. Operating Expenses shall not include any allowances for depreciation or amortization or any principal, redemption price or purchase price of, or interest on, any obligations of the City incurred in connection with the Wastewater Utility and payable from Gross Revenues or any fee or charge in lieu of City taxes.

"Wastewater Utility" means the wastewater utility of the City as the same may be added to, improved and extended for as long as the Loan is outstanding.

Section 2. Obligation of Loan. The obligation to repay the Loan shall be a special obligation of the City, payable and secured only as provided herein. Neither the faith and credit nor the taxing power of the City is pledged to the payment of the principal or interest on the Loan. The Gross Revenues less the Operating Expenses of the Wastewater Utility are hereby pledged to repayment of the Loan.

Section 3. Authorization and Purposes of Loan. For the purpose of providing part of the funds required to pay the cost of the Project, the City is hereby authorized to borrow money from the Clean Water Fund in the form of the Loan in an aggregate principal

amount not to exceed \$5,435,000.

Section 4. Loan Agreement. The City hereby is authorized to submit an application for and to enter into a loan agreement with ADEC for the Loan ("Loan Agreement"). Subject to the limitations provided in Sections 2 and 3, the City Manager is hereby authorized to determine the principal amount, interest rate, maturity, and other details of the Loan; provided that the final maturity of the Loan shall not be more than 30 years from the date of the Loan Agreement and the interest on the Loan shall not exceed one and one-half percent per annum without additional Council approval.

Section 5. Authority of Officers. The City Manager, the Finance Director, and the Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, to the end that the City may carry out its obligations under the Loan Agreement and this resolution.

Section 6. Severability. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Loan.

Section 7. Effective Date. This resolution shall become effective upon adoption by the Council.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: City Manager, Mike Tvenge *MT*
Thru: Chief Jim Mullican
Date: October 24, 2019

Agenda Item: V.b. Resolution No. 2019–21, Accepting a 2019 State Homeland Security Grant From the State of Alaska Division of Homeland Security and Emergency Management for ALMR Compliant Capability Radios, Replacement Tsunami Sirens, and Emergency Shelter Bedding

SUMMARY: The City has been awarded a State Homeland Security Program Grant in the amount of \$586,063.12 to provide funding for the following three requested projects:

- 1) First project is \$250,690.00 to purchase and install replacement portable radios to bring the City of Kodiak up to Alaska Land Mobile Radio (ALMR) compliant capability radios.
- 2) The second project is \$272,873.12 to purchase and install replacement Tsunami Sirens for the City of Kodiak.
- 3) The final project is \$62,500.00 to purchase emergency shelter bedding of 500 cots for the Kodiak Emergency Shelter for the housing of displaced residents during emergency events.

PREVIOUS COUNCIL ACTION: Council has typically passed resolutions accepting grants from either State or Federal agencies.

BACKGROUND: In support of emergency management, goals and objectives grant funding through Alaska Department of Military and Veteran Affairs was made available to the City.

DISCUSSION: Staff recommends the adoption of Resolution No. 2019–21 to provide funding for the local participation in the exercise.

ALTERNATIVES:

- 1) Adopt Resolution No. 2019–21, which is the recommendation of staff.
- 2) Do not adopt Resolution No. 2019–21, which staff does not recommend.

FINANCIAL IMPLICATIONS: The grant amount of \$586,063.12 can be used for full reimbursement of all costs with this list of equipment purchased and installed as requested on the 2019 State Homeland Security Application.

LEGAL: The City Administration will adhere to municipal code for procurement.

STAFF RECOMMENDATION: Staff recommends adopting Resolution No. 2019–21 to accept the 2019 State Homeland Security Program Grant No. 20SHSP-GY2019.

CITY MANAGER’S COMMENTS: Fire Chief Mullican and Police Chief Putney are to be credited with this grant award. The portable radios will benefit KFD, KPD, Harbor and Public Works. The siren funding and the emergency cots are needed for the community in event of sheltering needs. This effort is another fine example of City staff concerned with supporting the community in times of need.

NOTES/ATTACHMENTS:

Attachment A: Resolution No. 2019–21

Attachment B: State Grant No. 20SHSP-GY19

PROPOSED MOTION:

Move to adopt Resolution No. 2019–21.

**CITY OF KODIAK
RESOLUTION NUMBER 2019-21**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING
A 2019 STATE OF ALASKA HOMELAND SECURITY PROGRAM GRANT FROM
THE STATE OF ALASKA DIVISION OF HOMELAND SECURITY AND EMERGEN-
CY MANAGEMENT FOR ALMR COMPLIANT CAPABILITY RADIOS, REPLACE-
MENT TSUNAMI SIRENS, AND EMERGENCY SHELTER BEDDING**

WHEREAS, the City of Kodiak has been awarded a 2019 State Homeland Security Program Grant (SHSP) in the amount of Five Hundred Eighty Six Thousand Sixty Three Dollars and Twelve Cents (\$586,063.12) for the purchase and installation of equipment to support local emergency management activities; and

WHEREAS, these funds will be used to purchase and install ALMR compliant capable Portable Radios, Tsunami Sirens and Emergency Shelter Cots essential to emergency management and community preparedness; and

WHEREAS, emergency management activities have been incorporated into the on-going operations of the City of Kodiak; and

WHEREAS, these grant funds do not require any local match, although all purchases are subject to state approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the City Manager is hereby authorized to execute and administer any and all documents required for the acceptance and management of this grant award.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Military and Veterans Affairs

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov



September 20, 2019

Mr. Mike Tvenge, City Manager
City of Kodiak
710 Lower Mill Bay Road
Kodiak, AK 99615

RE: 2019 State Homeland Security Grant, EMW-2019-SS-00031-S01
State Grant No.: 20SHSP-GY19

Certified Mail: 9171 9690 0935 0210 4296 12

Dear Mr. Tvenge:

We received funds from the U.S. Department of Homeland Security under the 2019 State Homeland Security Grant. We are pleased to award the City of Kodiak the amount of \$586,063.12 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2019 electronic Grant Kick-Off Meeting to be held in October 2019.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

The 2019 State Homeland Security Program Guidance now requires completion of the Nationwide Cybersecurity Review (NCSR) by all subrecipients by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting.

Mr. Tvenge
September 20, 2019
Page 2 of 2

Enclosed are two pre-signed Obligating Award Documents (OADs). Please review the information for accuracy and review any Special Conditions. Sign both OADs, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact
PO Box 5750
JBER, AK 99505

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.

Sincerely,



Paul L. Nelson
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document
Project Budget Details Report

cc: James Mullican, Jurisdiction Project Manager
Karl Swanson, Jurisdiction Chief Financial Officer

Signatory Authority Form

Grant Program: 2019 State Homeland Security Grant		DUNS#	078191970
Agreement Number EMW-2019-SS-00031-S01		Date Prepared / Effective Date	
Name of Applicant (Jurisdiction): City of Kodiak			
Tax ID#: 92-6000083			



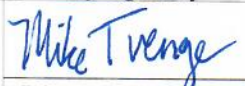
Signatory Information



Project Manager, Chief Financial Officer, and Signatory Official must be three (3) different individuals.

	<i>Primary Signatories: Grant Award/Amendments and Quarterly Grant Reports</i>	<i>Primary Delegations: Quarterly Financial and Narrative Grant Reports (only)</i>	<i>Secondary Delegations: Quarterly Financial and Narrative Grant Reports (only)</i>
Project Manager Name <i>Individual who will manage project</i>	James Mullican		
Project Manager Address City, State Zip	219 Lower Mill Bay Road Kodiak, AK 99615		
Project Manager Telephone	907-486-8640		
Project Manager Fax	907-486-8048		
Project Manager Email	jmullican@city.kodiak.ak.us		
Chief Financial Officer Name <i>Highest level financial officer, authorized to certify financial expenditures and records</i>	Kelly Mayes		
Chief Financial Officer Address City, State Zip	710 Mill Bay Road Kodiak, AK 99615		
Chief Financial Officer Telephone	907-486-8659		
Chief Financial Officer Fax	907-486-8000		
Chief Financial Officer Email	kmayes@city.kodiak.ak.us		
Signatory Official Name <i>Jurisdiction's Chief Executive Governing Official</i>	Mike Tvenge		
Signatory Official Address City, State Zip	710 Mill Bay Road Kodiak, Ak 99615		
Signatory Official Telephone	907-486-8640		
Signatory Official Fax	907-486-8041		
Signatory Official Email	mtvenge@city.kodiak.ak.us		

Signatures**

***Signature required by each of the above named individuals.*

Project Manager			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>
Chief Financial Officer			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>
Signatory Official			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>

State of Alaska						Page 1 of 8	
Division of Homeland Security and Emergency Management						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						August 06, 2019	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT PROGRAM	
						2019 State Homeland Security Grant	
RECIPIENT NAME AND ADDRESS City of Kodiak 710 Lower Mill Bay Road Kodiak, AK 99615						FEDERAL GRANT NUMBER	
						EMW-2019-SS-00031-S01	
PERFORMANCE PERIOD		AMENDMENT		CFDA:		97.067	
FROM: October 01, 2019		AMENDMENT #:		AWARD AMOUNT		\$586,063.12	
TO: September 30, 2021		EFFECTIVE DATE:					
STATE PROGRAM NUMBER						20SHSP-GY19	
DUNS NUMBER		078191970		FUNDING ALLOCATION			
EIN		92-6000083		PLANNING		EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	
				\$586,063.12			
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE		http://ready.alaska.gov	
				EMAIL		mva.grants@alaska.gov	
				PHONE		907-428-7000	
				FAX		907-428-7009	
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Tiffany Peltier		(907) 428-7026		(907) 428-7009		tiffany.peltier@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Paul L. Nelson, Deputy Director				Mike Tvenge, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
		DATE 9-19-19				DATE 10-1-19	
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	19 SHSP KODK	2SHSP2019	GYSHSP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per Executive Order 13166, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statues, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

- c. Subrecipients identified as “non-compliant” by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient’s failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are “non-compliant” must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award’s performance period.

6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.

7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies

8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D

9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles

10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2019 State Homeland Security Grant awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,077,500.00 under *Federal Grant EMW-2019-SS-00031-S01, CFDA# 97.067*. The City of Kodiak has been awarded \$586,063.12, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2019 through September 30, 2021. Project conditions must be completed by this date. The City of Kodiak cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of Kodiak shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2019–12/31/2019	01/20/2020
2	01/01/2020–03/31/2020	04/20/2020
3	04/01/2020–06/30/2020	07/20/2020
4	07/01/2020–09/30/2020	10/20/2020
5	10/01/2020–12/31/2020	01/20/2021
6	01/01/2021–03/31/2021	04/20/2021
7	04/01/2021–06/30/2021	07/20/2021
8	07/01/2021–09/30/2021	10/20/2021
9	Final Report	11/15/2021

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of Kodiak shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the *Procurement Method Report* for specific requirements.

- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of Kodiak shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

(H) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) Use of DHS Seal, Logo and Flags: All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags of likenesses of Coast Guard officials.

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.*

(K) Acknowledgement of Federal Funding: All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) Federal Debt Status: All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) False Claims Act and Program Fraud Civil Remedies: All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) Performance Measures: Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) Subrecipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Kodiak's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Kodiak of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Kodiak must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Kodiak stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Kodiak only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) Project Implementation: Due to the competitiveness of the 2019 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(U) The City of Kodiak shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), Guidance, Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, State Overview and Guidelines, State Preparedness Report/ Stakeholder Preparedness Review, Threat and Hazard Identification and Risk Assessment (THIRA) and the State Homeland Security Strategy. By signing this obligating award document, the City of Kodiak certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of Kodiak fiscal and programmatic representatives attend the 2019 Grant Kick-Off Meeting to be held electronically in October 2019.

(W) The City of Kodiak must complete a Quarterly Activities Plan by January 20, 2020. Information on this requirement will be emailed and provided at 2019 Grant Kick-off meeting.

(X) The City of Kodiak must complete/update the Alaska Assessment annually by December 31.

(Y) The City of Kodiak must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of Kodiak's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2019, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

(AA) The City of Kodiak must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting and can be found in the 2019 HSGP NOFO and DHS Information Bulletin #439, located here, <https://www.fema.gov/media-library/assets/documents/176414>.

Special Conditions

(A) The City of Kodiak shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The City of Kodiak must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the City of Kodiak must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the City of Kodiak will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. The City of Kodiak must submit an Environmental Historic Preservation (EHP) Statement of Work Request for the following project(s):

Tsunami Sirens

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.



Project Manager's Signature



Chief Financial Officer's Signature



Signatory Official's Signature

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Date: October 24, 2019

Agenda Item: V. c. **Authorization of Professional Services Agreement for State Legislative Lobbying Services with Diane Blumer of Blumer & Associates**

SUMMARY: The Council would like to continue a professional service agreement for a lobbyist with sound knowledge of public policy, clear understanding of the legislative and state administrative processes and effective communication skills. The professional service agreement recommended would start on January 1, 2020, with a term ending December 31, 2020. The cost of this agreement is \$ 43,450 which includes Lobbying services of \$43,200 and APOC registration fee of \$250. This cost amount excludes travel or other expenses which require advanced approval by the City of Kodiak.

PREVIOUS COUNCIL ACTION:

- On November 6, 2018, during a work session, Council discussed the City's plans for a State Lobbyist and determined a Request for Proposal should be issued.
- On January 8, 2019, during a work session, Council established a Lobbyist Review Committee to review proposals received for the State Lobbyist position. The committee they established included Mayor Branson, Councilmember Terry Haines, and Councilmember Rich Walker. The City Manager and City Clerk were involved the process. The Lobbyist Review Committee met on February 15, 2019, and reviewed the proposals and selected two candidates for an interview. The Lobbyist Review Committee met on February 21, 2019, and interviewed the two candidates and recommended Dianne Blumer to be the City's state lobbyist.
- On February 19, 2019, the Council authorized a professional service agreement for state legislative lobbying services with Dianne Blumer for a term ending December 31, 2019.

DISCUSSION: The City of Kodiak solicited proposals from qualified consultants/firms/individuals to represent the City on state policy and legislative issues. The RFP outlined that the desired consultant must have demonstrated experience in lobbying the Alaska State Legislature, with extensive experience on behalf of municipal clients preferred. At least five years' experience in providing legislative and intergovernmental services before the legislative and executive branches was required. The desired consultant should have demonstrated experience in bipartisan relationships with a network of access to legislators, administrative executives, and staff.

ALTERNATIVES:

- 1) Council may authorize the professional services agreement, which is staff's recommendation, because it is important for the City to have a professional advocate and spokesperson working at the state level to ensure the City's interests are managed.
- 2) Amend or do not authorize the professional services agreement, which is not recommended, as it would severely limit the City's ability to make its needs known in an effective and timely way without Ms. Dianne Blumer's help.

FINANCIAL IMPLICATIONS: The funds to renew this contract were included in the City's FY2020.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: I support renewal of this agreement with Blumer & Associates. Ms. Blumer has kept the City up to date with the legislative process and issues concerning the City itself. Beyond these reports Ms. Blumer has contacts within the State Administration, and helped to facilitate these meetings, which provide useful assistance to the City.

ATTACHMENTS:

Attachment A: Professional Services Agreement with Blumer & Associates

PROPOSED MOTION:

Move to authorize Professional Services Agreement No. 247157 with Dianne Blumer, dba Blumer & Associates from January 1 through December 31, 2020, in the amount of \$43,450 with funds coming from the General Fund Legislative Professional Services account and authorize the City Manager to sign the documents on behalf of the City.

Professional Services Agreement No. 247157
Between
The City of Kodiak
and
Dianne Blumer, d.b.a. Blumer & Associates

THIS CONTRACT is between the City of Kodiak, hereinafter referred to as “City,” an incorporated municipality in the State of Alaska, and Dianne Blumer who will serve as the primary contact for the City of Kodiak with assistance from associates under her direction, d.b.a. Blumer & Associates, hereinafter referred to as “Consultant,” a private consulting firm with its principal place of business in Anchorage, Alaska.

1. TERM AND PAYMENT

- 1.01 This contract shall be effective on January 1, 2020, and continue through December 31, 2020. This agreement may be extended on the same terms and conditions herein for another year through December 31, 2021 by Council action.
- 1.02 The City shall pay the Consultant the sum of dollars (\$43,450) for calendar year 2020 and the same amount for 2021, payable in installments monthly.

The cost of this agreement is \$ 43,450 which includes Lobbying services of \$43,200 and APOC registration fee of \$250. This cost amount excludes travel or other expenses which require advanced approval by the City of Kodiak.

2. CONTRACT SERVICES

- 2.01 The Consultant shall perform those professional services described in Appendix A, Scope of Work, which is attached and incorporated by reference.
- 2.02 The Consultant will be in Juneau for an appropriate amount of time to effectively represent the City in the Legislative session.

3. TERMINATION

Either party may terminate this contract, for cause or convenience, upon thirty (30) days written notice to the other. Notice shall be deemed to have been fully given or made or sent when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, and addressed to the respective addresses set forth above the signatures of this agreement. The address to which any notice, demand, or other writing may be given or made or sent to any party may be changed by written notice given by such party as above provided.

4. RELATIONSHIP OF THE PARTIES

It is understood the Consultant will lobby on issues of identified concern to the City.

5. PERMITS, LAWS, AND TAXES

- 5.01. The Consultant shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to the performance of her duties under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules, and regulations imposed by the governmental authority.
- 5.02 The Consultant shall pay all taxes pertaining to performance of this agreement. The Consultant expressly agrees to comply with all requirements of AS 24.45.011 through 24.45.181 and any administrative regulations issued by the State of Alaska to implement those provisions of law.

6. INSURANCE

During the term of this contract, the Consultant shall provide and maintain, at the Consultant's own expense, automobile liability insurance for any vehicle owned and operated by the Consultant in connection with performance of this contract.

7. ASSIGNMENTS

The Consultant may not assign interest in this Agreement to another person or delegate any duties under this contract without prior written approval of the City. Any attempt by the Consultant to assign any interest or delegate duties under this Agreement shall give the City the right to terminate this contract.

City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615

Dianne Blumer
6058 Azalea Drive
Anchorage, AK 99615

Mike Tvenge, City Manager

Dianne Blumer, Blumer & Associates

ATTEST:

Nova M. Javier, City Clerk

EXHIBIT "A"

SCOPE OF WORK

The Consultant shall communicate directly or through Consultant's agents with any appropriate public official for the purpose of influencing Legislative or Administrative action as directed or requested by the City, and in the best interests of the City.

In this regard the Consultant shall:

- A.** Receive guidelines for lobbying efforts from the City Council through the Mayor, City Manager, or City Clerk and work within such guidelines to promote, advocate, support, modify, oppose, or delay any appropriate Legislative or Administrative action. Modifications to these guidelines may be made from time to time by the City.
- B.** Communicate with the Mayor, City Manager, and City Clerk for the purpose of acquiring information, statistics, studies, and analyses to use as back-up and support material in support of Consultant's lobbying activities.
- C.** The Consultant will be called upon to arrange meetings and/or conferences, provide information and/or research, and provide such other services as required or convenient to enhance communication between the City and all branches of the State Government.
- D.** The Consultant shall provide reports and professional advice to the City regarding Consultant's lobbying efforts on behalf of the City. The scope of work should include legislators, interim communications, engagement with Commissioners and Division Directors, and the Governor's office. Work may include, but is not limited to:
 - 1. Identify state legislation and legislative proposals that may impact Kodiak;
 - 2. Identify proposed state regulatory changes that may impact Kodiak;
 - 3. Work with the City Council, Clerk, and Manager to develop positions on relevant legislation;
 - 4. Assist the Mayor in arranging municipality lobbying visits to Juneau to help ensure productive meetings;
 - 5. Draft legislation and amendments, as necessary;
 - 6. Lobby for the City's position on legislation and regulatory matters, including:
 - o Direct contact and communication with state legislators and staff;
 - o Direct contact and communication with state agencies;
 - o Direct contact and communication with associations and other interest groups that may

- have similar interests or interests that conflict with those of Kodiak;
7. Draft letters and talking points on legislation as necessary;
 8. Maintain close working relationship with Mayor and Council and designated members of staff;
 9. Provide written monthly reports to the Mayor, City Manager, and City Clerk during the session and as requested or needed during the interim, and such reports shall include, but shall not be limited to, contacts and progress made on behalf of the City, changes in the status of capital project funding requests, legislation of interest to the City, and any anticipated problem areas of which the Consultant becomes aware;
 10. Provide one visit annually to Kodiak for briefings in person to the Council, public and staff on key issues, legislative committees or legislative session status;
 11. Exercise best professional judgment in all matters relating to work for the City and immediately report any position or action taken which involves an area of uncertainty or controversy;
 12. Work in conjunction with the Kodiak Island Borough's state lobbyist on matters of interest or concern to both governments when directed by the City.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Date: October 24, 2019

Agenda Item: V. d. Authorization to Cancel the November 28, and December 26, 2019, Regular Meetings and Authorize the City Manager to Schedule Special Meetings if Needed

SUMMARY: The regularly scheduled Council meetings for November and December may be cancelled to reflect the holidays and elected official and staff travel schedules. Elected officials and staff attend the Annual Alaska Municipal League Conference November 18 through November 22. Thanksgiving is on November 28 and December 26 is following the Christmas holiday, these are both regular meeting days. Staff discussed the meeting schedule with the Council at the October 8, 2019, work session, and Council recommended cancelling the work sessions and the November 28 and December 26, 2019, regular meetings and authorizing the City Manager to schedule special meetings if needed.

PREVIOUS COUNCIL ACTION: The City Council cancels regular meetings and schedules special meetings from time to time due to travel and other scheduling conflicts.

LEGAL: Kodiak City Code 2.04.010 identifies regular meetings are held on the second and fourth Thursdays of each month. It also allows the Council to advance, retard, or cancel meetings as necessary. If a regular meeting must be cancelled, a special meeting may be scheduled for any specific business named in the call of the meeting. The attendance requirements do not apply to special meetings.

PROPOSED MOTION:

Move to cancel the November 28, and December 26, 2019, regular meetings and authorize the City Manager to schedule additional special meetings if needed.

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Nova Javier, City Clerk
Date: October 24, 2019

Agenda Item: V.e. Certification of Election

SUMMARY: The City of Kodiak held a regular election October 1, 2019, and voters casted ballots for the two-year Mayoral position and the two three-year City Council positions. The Canvass Board met on October 9, 2019, to tally the votes of the admissible questioned, personal representative, and absentee ballots, together with votes counted on election night. The final results of the October 1, 2019, Municipal City election are below:

Mayor—One Two-Year Term

Pat Branson 398
Write-ins 19

City Council—Two Three-Year Terms

Charles Davidson365
John Whiddon.....342
Write-Ins.....24

VOTE PERCENTAGE HISTORY:

Election Year	City Registered Voters	Votes Cast	Percentage
2015	3,469	597	17.2%
2016	3,598	856	23.8%
2017	3,574	603	16.9%
2018	4,013	403	10%
2019	4,056	454	11%

Of the 4,056 registered City voters, 454 cast eligible City ballots, for an 11 % voter turnout, which is 1% higher than last year.

NOTES/ATTACHMENTS:

- Attachment A: Certificate of Election
- Attachment B: Canvass Report of Final Results

PROPOSED MOTION:

Move to certify the results of the October 1, 2019, regular election and declare Pat Branson elected Mayor for a two-year term and Charles Davidson and John Whiddon elected to the City Council for three-year terms.

CITY OF KODIAK, ALASKA
2019 Municipal Election
Certificate of Election

WE, the undersigned MAYOR and CITY CLERK of the City of Kodiak, Alaska, do hereby certify that the Council of the City of Kodiak, Alaska, in accordance with KCC 2.28.015, have received the report of the Canvass Board for the 2019 Municipal Election, held on the 1std day of October 2019 and have determined that the election was validly held and have certified the following results:

Mayor, one two-year term

Number of votes cast:417

Candidate	Votes Received
Pat Branson	398
Write-ins	19

Councilmember, two three-year terms

Number of ballots cast:731

Candidates	Votes Received
Charles Davidson	365
John Whiddon	342
Write-ins	24

By the authority vested in us by the laws of the State of Alaska and the Charter and Code of the City of Kodiak, Alaska, we do hereby affix our hand and seal.

MAYOR

CITY CLERK

DATED this 24th day of October 2019.

CANVASS BOARD CERTIFICATE OF ELECTION OCTOBER 1, 2019, REGULAR ELECTION

	Harbormaster (32/820)	Teen Center (32/825)	Absentee, Questioned, & Personal Rep	Total	Percentage
Registered Voters	2033	2023		4056	
Ballots Cast	229	181	44	454	11%
VOTES CAST - City Mayor, One Two-Year Term					
Pat Branson	197	163	38	398	95%
Write-ins	10	9	0	19	5%
Total	207	172	38	417	100%
VOTES CAST - City Council, Two Three Year Terms					
Charles Davidson	189	136	40	365	50%
John Whiddon	185	128	29	342	47%
Write-ins	13	11	0	24	3%
Total	387	275	69	731	100%

We, the undersigned Canvass Board for the 2019 City of Kodiak Municipal Election held October 1, 2019, hereby certify that the above is a true and correct statement of election results.

Dated this ninth day of October 2019.


Deborah Clifford-Tvenge


Helen Williams


Pat Szabo


Gail Otto

OATH OF OFFICE

CITY OF KODIAK, ALASKA

Oath of Office

October 24, 2019

I, _____, do solemnly affirm that I will support the Constitution and laws of the United States, the laws of the State of Alaska, the ordinances of the City of Kodiak, and that I will faithfully and honestly perform the duties of _____, so help me God.

CITY OF KODIAK

Elected Official's Signature

ATTEST:

Nova M. Javier, City Clerk

(This page left intentionally blank.)

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Date: October 24, 2019

Agenda Item: X.a. Discussion With the City Attorney About the City of Kodiak-Ocean Beauty Lease Agreement Post Termination Issues

SUMMARY: The City Council will enter into executive session to discuss post termination issues regarding the Ocean Beauty lease agreement with the City Attorney.

PROPOSED MOTION:

Move to enter into executive session pursuant to KCC 2.04.100(b)(1) and (c) to discuss legal matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City.

October 24, 2019
Agenda Item X. a. Memo Page 1 of 1