

City of Kodiak Regular Council Meeting Agenda for April 23, 2020, 7:30 p.m.

Elected Officials will be participating via Audio/Video Conferencing and/or a few in person. Public members are encouraged to tune in to KMXT 100.1 FM. For everyone’s protection, there will be no in-person attendance for this regular meeting in compliance with the Centers for Disease Control and Prevention’s guidance on social distancing. Regular meeting agendas and packets are available online at <https://www.city.kodiak.ak.us/meetings>

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

- II. Previous Minutes**
Approval of Minutes of the April 9, 2020, Regular Council Meeting.....1

- III. Persons to Be Heard**
 - a. Public Comments (limited to 3 minutes) (486-7599)

- IV. Unfinished Business**
 - a. Second Reading and Public Hearing, Ordinance No. 1396, Authorizing a Five-Year Lease of Certain Real Property at Pier II to Matson Navigation of Alaska, LLC.....7

- V. New Business**
 - a. Resolution No. 2020–11, Accepting a State of Alaska Code Blue Grant From the Southern Region EMS Council for Acquisition of AeroClave RDS 3110 Decontamination System for Emergency Medical Services Vehicles.....20
 - b. Authorization of Purchase for Emergency Shelter Bedding in the Amount of \$62,410.50 from W.W. Grainger Inc.29
 - c. Authorization of Bid Award to Federal Signal Corporation for the Outdoor Warning Siren System Replacement Project Number 20-03/4059.....34
 - d. Approval of a Settlement Agreement Regarding the Lease Termination Between the City of Kodiak and Ocean Beauty47

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

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-7599)

- X. Adjournment**

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DRAFT

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, APRIL 9, 2020**

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

Mayor Pat Branson called the meeting to order at 7:31 p.m. and stated for the record that some Elected Officials are participating via Audio/Video Conferencing and Councilmember Whiddon is attending in person. She announced the meeting is broadcasted over KMXT 100.1 FM and that for everyone's protection, there will be no public in-person attendance for the regular meeting in compliance with the Centers for Disease Control and Prevention's guidance on social distancing. She stated that meeting agendas and packets are available online on the City of Kodiak website.

Councilmembers Randall C. Bishop, Laura B. Arboleda, Charles E. Davidson, Terry J. Haines, and John B. Whiddon were present and constituted a quorum. City Manager Mike Tvenge, City Clerk Nova Javier, and Assistant Clerk Annika Woods were also present. Councilmember Richard H. Walker joined the meeting at 7:43 p.m.

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

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the March 12, 2020, regular meeting and March 18, 2020, special meeting as presented.

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

III. PERSONS TO BE HEARD

a. Public Comments

None.

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS

a. First Reading, Ordinance No. 1396, Authorizing a Five-Year Lease of Certain Real Property at Pier II to Matson Navigation of Alaska, LLC

On February 15, 2020, Matson Navigation of Alaska, LLC submitted an application for purchase, lease, or renewal of lease of real property to the City for U.S. Survey 2537B for Pier II warehouse, office space, and adjacent parking spaces. The request is for a five-year lease.

Matson Navigation occupies a portion of the Pier II warehouse including offices, a site for a vehicle off-loading ramp, van rows 8 and 9, and parking adjacent to the Warehouse, but excluding the following: (i) all other city-owned property in the vicinity of Pier II, (ii) 162 sq. ft. of office space on the second floor, (iii) a 320 sq. ft. area in the warm room, (iv) two 60-ft parking areas on the north and south sides of the Warehouse, (v) one 120-ft parking area on the east end of the Warehouse, and (vi) a 60 ft. by 120 ft. (7,200 sq. ft.) section of the Warehouse for use as a port maintenance shop and other purposes as deemed appropriate by the City (the "Premises"), for storage, loading, and unloading of freight shipped or to be shipped across the City port facilities.

Councilmember Bishop MOVED to pass Ordinance No. 1396 in the first reading and advance to second reading and public hearing at the next regular or special meeting.

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

b. Authorization to Award the Construction Contract to Jay-Brant General Contractors LLC for the Waste Water Treatment Plant UV Effluent Disinfection Facility Project No. 20-04/7526

The "Invitation to Bid" for the project WWTP UV Disinfection Facility Project No. 20-04/7526 was issued on February 18, 2020. There were two bids received on March 20, 2020, and opened by the Deputy City Manager and City Engineer. Jay-Brant General Contractors LLC was the "Apparent Low bidder" at \$2,418,143. Staff reviewed the bid documents and determined the bid to be a responsible bid.

Councilmember Davidson MOVED to authorize the bid award for the construction contract to Jay-Brant General Contractors LLC for the Waste Water Treatment Plant UV Effluent Disinfection Facility Project No. 20-04/7526 in the amount of \$2,418,143 and authorize the City Manager to execute documents on behalf of the City.

Councilmember Walker joined the meeting at 7:43 p.m.

Councilmember Whiddon discussed the multiple reasons the City Council authorized the construction contract. He stated that this project is an unfunded federal mandate, and the City attempted to get a waiver or delay the process without success. The interest rate for the funding that the manager mentioned is locked for the duration of the loan.

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

c. Authorization to Purchase Marine Travel Lift Straps in the Amount of \$106,082.28 With Kendrick Equipment USA LLC

The Kodiak Shipyard 600C Marine Travelift requires new Slings along with Chine/Keel Pads to be purchased and installed in order to continue safe Shipyard operations without interruption. Kendricks Equipment performed an annual inspection on April 30, 2019 and stated the straps still appear to be in good condition at that time; however, with age and UV damage, replacement should be considered. Currently the Travelift straps are showing more signs of wear due to another year of use (34 lift/launches), low winter temperatures and age. The shipyard is entering into the busy season for vessel haul outs beginning at the end of March. The Kodiak Shipyard currently has 10 vessels scheduled between March 20th and the middle of June and have several additional inquiries, which may lead to additional bookings.

Councilmember Haines MOVED to authorize Council to purchase slings, chine/keel pads, from Kendricks Equipment USA LLC for \$106,082.28 with funds coming from the Shipyard Administration Machinery & Equipment less than \$5,000 line item and authorize the City Manager to execute documents on behalf of the City.

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

d. Extend Professional Services Contract for Auditing Services With Altman, Rogers, & Co. for Fiscal Years Ending June 30, 2020 and June 30, 2021

Each year, the City Council retains a qualified professional audit firm to perform an independent audit of the City's financial records. The City Charter and the City Code require the Council to accept the Comprehensive Annual Financial Report at the completion of the audit. The City's request for these services is to award a three-year contract with the option to extend for two additional years.

The current professional services contract for independent auditing services with Altman, Rogers & Co. was awarded in May 2017 for fiscal years ending June 30, 2017, 2018, and 2019 with an option to extend the contract for fiscal years ending June 30, 2020 and 2021. Finance staff and Altman, Rogers & Co. desire to extend this contract for the next two fiscal year end periods.

Councilmember Arboleda MOVED to authorize an extension of the professional services contract for fiscal years ending June 30 2020 and June 30, 2021 with Altman Rogers & Co to perform an annual independent audit in the amount of \$75,200 for FY2020 and \$77,450 for FY2021 with funds coming from the Finance Administration Professional Services account and authorize the City Manager to execute documents on behalf of the City.

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

e. Authorization of Amendment to City Manager's Employment Agreement

The City Manager is hired by contract and works directly for the City Council. The Manager's contract contains a provision that the Council and Manager meet annually to discuss goals and objectives of both the past 12 month performance period as well as the upcoming 12 month performance period. The meeting to discuss goals and objectives was held March 12, 2020, at which time the Manager's contract was discussed and a consensus voiced to amend it.

Councilmember Davidson MOVED to authorize Amendment 1 the City Manager's Employment No. 242084.

Councilmember Whiddon stated the year has been difficult from cleaning up legal issues, to passing an audit with flying colors, to staffing issues that are a part of running any large organization. He complimented the hard work, dedication, and professionalism of City Manager Mike Tvenge and thanked him for the wonderful job, especially in light of the additional work created by COVID-19 response.

Councilmember Haines also thanked Manager Tvenge for his exemplary service, especially during this critical time.

Councilmember Davidson complimented Manager Tvenge, and stated the manager has a lot of long hours ahead of him due to COVID-19 related issues.

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

VI. STAFF REPORTS

a. City Manager

Manager Tvenge gave an overview of the several up and coming City infrastructure projects that would be taking place over the coming months. He stated the City would be providing financial relief for water and sewer customers, and more information will be included in the mailings for the next billing cycle.

He stated Captain Matt Stone with the Kodiak Fire Department recently retired with 21 years of service with the City. He welcomed two new City employees, Trenton Mackenzie and Edgar Sandoval returning from their military service in Kosovo. He also welcomed new employees Police Officer Samantha Talley, Fleet Mechanic John Peterson, and Harbor Officer Thomas Green Jr. He thanked the Council for extending his contract for an additional three years.

b. City Clerk

City Clerk Javier summarized the upcoming meetings and relayed how the public can still connect with the Mayor and Council. She announced ways that the meetings are made accessible to the Public. She encouraged the public to email their public comments to the Clerk's Office email, or send in letters, or call in during the meetings by phone. She wished everyone well during this challenging time and hopes that everyone is staying safe and healthy.

VII. MAYOR'S COMMENTS

Mayor Branson stated the deadline for the Mayor Poster Contest is tomorrow. She welcomed the National Guard home as well, especially the two City employees. She congratulated Captain Matt Stone on his retirement. She thanked the CEO of KANA, Andy Teuber, for bringing in the rapid COVID-19 tests to Kodiak in an expedient manner. She went over some of the Governor's

recent vetoes including those that affect the marine highway system, school bond debt, and other vetoes that affect the Kodiak community. She stated Governor Dunleavy plans on using COVID-19 related funds to cover the vetoed funds. She thanked Kodiak for being “Kodiak Strong,” and encouraged everyone to wash their hands, practice social distancing, and wear face masks. She wished everyone a Happy Easter.

VIII. COUNCIL COMMENTS

Councilmember Haines stated he is proud of Kodiak for coming together to stay apart. He expressed gratitude to live somewhere that is easy to enjoy the outdoors while maintaining social distancing.

Councilmember Arboleda complimented everyone for being very prepared for COVID-19 despite having no confirmed cases in Kodiak. She encouraged everyone to keep supporting one another. She said she is grateful for her fellow councilmembers and although she misses them, she is grateful she can at least see everyone remotely. She wished everyone a Happy Easter.

Councilmember Bishop also said he is grateful to live in a wonderful community like Kodiak and encouraged everyone to keep following the various health mandates. He said Kodiak really comes together when someone in the community is in need, and in this case everyone is in need to stay healthy and strong. He wished everyone a Happy Easter.

Councilmember Davidson stated these are challenging times and cautioned everyone to adhere to CDC guidelines, and to keep a face mask as a constant companion in order to help prevent the spread of illness.

Councilmember Walker thanked Kodiak for taking COVID-19 seriously and for hunkering down. He congratulated Captain Matt Stone for a long and fruitful career. He wished everyone a happy and loving Easter this Sunday. He encouraged everyone volunteer, donate, and help out during this crisis.

Councilmember Whiddon acknowledged the hard work done by the Emergency Operations Center which includes various members of the community hard at work from all fields coming together. He stated that he is impressed by the solid leadership of the EOC and said Kodiak is known for pulling together during times of challenge and rising to said challenges. He thanked Mike Murray at Safeway and all essential businesses for the logistical aspect of making sure the community has everything it needs. He stated the Economic Task Force met with a goal of helping the economy reboot once COVID-19 has finished. He said they will continue to meet and do what they can to help local businesses. He informed everyone that the Economic Task Force recently launched a website to assist with keeping the community informed with COVID-19 related updates and resources, called Kodiakeconomictaskforce.org.

Mayor Branson closed by acknowledging Manager Tvenge for his hard work with the EOC. She said a lot of stress is on his shoulders and noted that Kodiak is lucky to have him for another three years.

IX. AUDIENCE COMMENTS

None.

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 8:14 p.m.

CITY OF KODIAK

MAYOR

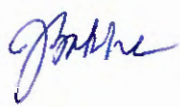
ATTEST:

CITY CLERK

Minutes Approved:

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager
Thru: Josephine Bahnke, Deputy City Manager 
Date: April 23, 2020

Agenda Item: IV. a. **Second Reading and Public Hearing, Ordinance No. 1396, Authorizing a Five-Year Lease of Certain Real Property at Pier II to Matson Navigation of Alaska, LLC**

SUMMARY: On February 15, 2020, Matson Navigation of Alaska, LLC submitted an application for purchase, lease, or renewal of lease of real property to the City for U.S. Survey 2537B for Pier II warehouse, office space, and adjacent parking spaces. The request is for a five-year lease (Attachment B).

PREVIOUS COUNCIL ACTION:

- March 2010, the Council authorized the previous agreements with Horizon Lines by Ordinance Nos. 1270, 1271, and 1272.
- January 7, 2014, the Council adopted Resolution No. 2014-01 that authorized the extension of those agreements on a month-to-month basis.
- January – August 2014, the Council provided direction to the City’s negotiating team about negotiating new agreements with Horizon Lines, and the team reported to the Council on the progress of those negotiations.
- September 25, 2014, the Council passed Ordinance No. 1326 in the first reading and advanced to second reading and public hearing.
- October 23, 2014, the Council adopted Ordinance No. 1326.
- January 8, 2015, Council passed Ordinance No. 1329 in the first reading and advanced to the second reading and public hearing.
- January 22, 2015, Council adopted Ordinance No. 1329(SUB) at their regular meeting, which included the authorization of the warehouse lease.
- April 9, 2020, Council passed Ordinance No. 1396 in the first reading and advance to second reading and public hearing at the next regular or special meeting. Also during this meeting, typos in the rent section of the agreement were noted and corrected.

BACKGROUND: Matson Navigation of Alaska LLC formerly Horizon Lines has lease warehouse space at Pier II since 2010.

DISCUSSION: Matson Navigation occupies a portion of the Pier II warehouse including offices, a site for a vehicle off-loading ramp, van rows 8 and 9, and parking adjacent to the Warehouse, but excluding the following: (i) all other city-owned property in the vicinity of Pier II, (ii) 162 sq. ft. of office space on

the second floor, (iii) a 320 sq. ft. area in the warm room, (iv) two 60-ft parking areas on the north and south sides of the Warehouse, (v) one 120-ft parking area on the east end of the Warehouse, and (vi) a 60 ft. by 120 ft. (7,200 sq. ft.) section of the Warehouse for use as a port maintenance shop and other purposes as deemed appropriate by the City (the "Premises"), for storage, loading, and unloading of freight shipped or to be shipped across the City port facilities.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1396 in the first reading with Matson Navigation of Alaska, LLC. This is staff's recommendation.
- 2) Council could amend or postpone the ordinance and/or lease, which is not recommended.

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. Matson has agreed to renew their lease at the current rate plus a 2.5 percent increase on July 1st of each year of the contract.

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 Matson for a five-year term commencing on March 1, 2020, and ending June 30, 2025, by adopting Ordinance No. 1396 in the first reading.

CITY MANAGER'S COMMENTS: The Deputy City Manager discussed the renewal of the lease with Matson General Manager and negotiated the terms of the agreement. The lease benefits Matson and the Harbor Department and also provides revenue to the City. I support the recommendation to adopt Ordinance No. 1396.

ATTACHMENTS:

- Attachment A: Ordinance No. 1396
- Attachment B: Warehouse Lease Agreement
- Attachment C: Property Application

PROPOSED MOTION:

Move to adopt Ordinance No. 1396.

**CITY OF KODIAK
ORDINANCE NO. 1396**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A FIVE-YEAR LEASE OF CERTAIN REAL PROPERTY AT PIER II TO MATSON NAVIGATION OF ALASKA, LLC

WHEREAS, the City owns property situated in U.S. Survey 2537B in the City of Kodiak, Alaska, commonly known as Pier II or Fishermen’s Terminal, on which is situated a building (the “Warehouse”), which includes warehouse and office space, and adjacent parking space; and

WHEREAS, the City and Matson Navigation of Alaska, LLC are parties to that certain Preferential Use Agreement and Terminal Operation Contract, both dated March 1, 2015; and

WHEREAS, Kodiak City Code 18.20.110(b) exempts leases negotiated in connection with an agreement for use of port and harbor facilities from the advertising, competitive bids, public notice, public auctions, and appraisal requirements of Chapter 18.20; and

WHEREAS, the Council finds that issuing this lease will facilitate economic development in accordance with the above-described Preferential Use Agreement and Terminal Operation Contract;

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

Section 1: **Approval of Lease.** Pursuant to Kodiak City Code 18.20.110(b), lease of the property in accordance with the terms of Lease Agreement No. 249457 is approved.

Section 2: **Authorization.** The form and content of the lease agreement between the City and Matson Navigation of Alaska LLC, hereby are in all respects authorized, approved, and confirmed; and the City Manager hereby is authorized, empowered, and directed to execute and deliver the lease agreement to Matson Navigation of Alaska LLC, 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 he 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 lease agreement as executed.

Section 3: **Effective Date.** As provided in Section V-17 of the Charter of the City of Kodiak, 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: April 9, 2020

Second Reading:

Effective Date:

**PORT OF KODIAK
PIER II WAREHOUSE LEASE AGREEMENT
City of Kodiak and Horizon Lines of Alaska, LLC
City Contract 249457**

THIS LEASE AGREEMENT (“Agreement”) made and entered into as of March 1, 2020, by and between the City of Kodiak, Alaska, an Alaska municipal corporation (“City”), and Matson Navigation of Alaska, LLC, a limited liability company organized under the laws of state of Delaware (“Lessee”).

W I T N E S S E T H

WHEREAS, the City owns property situated in U.S. Survey 2537B in the City of Kodiak, Alaska, commonly known as Pier II or Fishermen’s Terminal, on which is situated a building (the “Warehouse”), which includes warehouse and office space, and adjacent parking space.

WHEREAS, the City and Lessee are parties to that certain Preferential Use Agreement and Terminal Operation Contract, both dated March 1, 2015, which together with this Agreement provide for the Lessee’s use and occupancy of facilities at Port of Kodiak Piers II and III.

NOW, THEREFORE, in consideration of the premises and the terms, covenants, conditions, and agreements contained herein, and further stated in the Preferential Use Agreement and the Terminal Operation Contract, the parties agree as follows:

1. Premises. The City leases to the Lessee, and the Lessee takes and hires from the City, the Warehouse including offices, a site for a vehicle off-loading ramp, van row 8, and parking adjacent to the Warehouse, but excluding the following: (i) all other city-owned property in the vicinity of Pier II, (ii) 162 sq. ft. of office space on the second floor, (iii) a 320 sq. ft. area in the warm room, (iv) two 60-ft parking areas on the north and south sides of the Warehouse , (v) one 120-ft parking area on the east end of the Warehouse , and (vi) a 60 ft. by 120 ft. (7,200 sq. ft.) section of the Warehouse for use as a port maintenance shop and other purposes as deemed appropriate by the City (the “Premises”), for storage, loading, and unloading of freight shipped or to be shipped across the City port facilities. The Premises is more particularly described in attached Exhibits A and B.

2. Term. (a) Initial Term. The term of this Agreement shall commence on March 1, 2020 and shall continue in full force and effect until midnight June 30, 2025, unless earlier terminated pursuant to the terms of Paragraph 12.

(b) This Agreement may be renewed for an additional term of five years, by mutual agreement of the parties. At least 90 days prior to the expiration of the term then in effect, the Lessee shall provide written notice to the City of its desire to renew or not renew this Agreement. The City will then reply within 15 days whether it wishes to renew the Agreement with the Lessee. If both parties agree, they shall then enter good faith negotiations to address any modifications to this Agreement requested by either party.

3. Rent. (a) The initial rent period shall run from March 1, 2020 through June 30, 2025. Thereafter, the rent period shall be annual and the annual rent shall be paid in advance on or before June 30 of each year.

(b) The initial monthly rent shall be \$10,092.06, which shall be prorated for the initial rent period and is due upon Lessee’s executing this Agreement. On June 30, 2020, the annual rent then due for the following year shall be 102.5% of the initial monthly rent, and the amount

due on each June 30 thereafter shall be 102.5% of the previous year's monthly rent.

4. Use. The Lessee shall use the Premises for the storage, loading, and unloading of freight shipped or to be shipped across the City port facilities. If on the date of execution of this Agreement there exists a labor organization which represents the majority of the individuals living in or around Kodiak, Alaska, who earn their livelihood as warehousemen, then the Lessee shall make reasonable good faith efforts to negotiate a collective bargaining agreement with said labor organization for the provision of warehousing labor services with respect to the Premises.

5. Office Space and Mutual Access. The City agrees that reasonable access to and from the Premises over the contiguous property shall be made available to the Lessee, except during cruise ship operations when access to the dock and east side of the Warehouse may be restricted to comply with marine transportation security requirements. Lessee agrees that the City shall have unrestricted access to the second-floor office, the warm room, the NOAA warehouse area, and the City's port maintenance shop, all located within the Warehouse .

6. Repairs and Maintenance. (a) All routine preventive maintenance and repairs costing \$15,000 or less in connection with any single incident of wear & tear, damage, decay, or breakdown shall be accomplished at the sole cost and expense of the Lessee, including but not limited to repairs to the overhead door, exterior doors and windows, boiler and electrical systems, and excepting only repairs to the roof, exterior walls, foundation, water and sewer systems and fire suppression system, all of which shall be maintained by the City.

(b) Except for the foregoing items to be maintained by the City and items covered by insurance and force majeure, the cost of any repairs totaling more than \$30,000 in connection with any single incident of damage, decay, or breakdown, shall be shared by the City and the Lessee, with the Lessee bearing \$30,000 (including the deductible for any insured loss) of such cost and the City bearing the remainder; provided, however, that in no event shall the Lessee be liable for more than \$50,000 in total out-of-pocket costs associated with routine preventive maintenance and repair during any one calendar year.

(c) The above limitations on the Lessee's responsibility for repair shall not apply to the repair of any damage caused by Lessee, for which Lessee shall be wholly responsible.

(d) The Lessee shall keep the Premises in a neat and broom-clean condition and contract with a janitorial service for the offices. The City retains the right to inspect the Premises during regular business hours and, should such inspection reveal a failure by the Lessee to adequately maintain the Premises, the Lessee shall make such corrections as may be required within a reasonable time specified by the City.

(e) Snow removal on the Pier II dock shall be the responsibility of the City.

7. Utilities. The City shall pay all water and sewer charges. All electric, heating oil, garbage, telephone, and janitorial charges shall be borne by the Lessee.

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, \$5,000,000 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 \$5,000,000.

(2) Commercial Automobile Liability Insurance, \$5,000,000 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) Insurance in an amount of not less than \$50,000 for loss due to property lost or stolen while in the Lessee's custody or control.

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

(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.

(3) 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 has been given by the Insurer to City by certified mail, return receipt requested.

(c) Acceptability of Insurers. Insurance is to be placed with insurers qualified to do business in Alaska having a Best's 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.

(e) The City shall provide fire insurance coverage for the Warehouse and Pier II structures.

9. Alterations. The Lessee shall make no alterations, additions, or improvements to the Premises without the prior written approval of the City. At the expiration of this Agreement or

any renewal there-of, any such improvements shall become the property of the City.

10. Fire or Other Casualty Loss. In the event the Warehouse is damaged to such an extent as to render the same untenable in whole or in substantial part, or is destroyed, the City has the option to repair, rebuild, or not to rebuild. During such repair or reconstruction, the Lessee's rental shall be abated in the proportion that the damaged space bears to the whole of the leased space. Should the City elect not to rebuild, this Agreement shall be deemed terminated and any advanced but unaccrued rentals shall be repaid to the Lessee. In either event, the City shall furnish notice of its intent to the Lessee within 30 days after the loss occurrence.

11. Assignment. Except to an entity that is owned solely by or that is an affiliate of the Lessee, Lessee may not assign or sublease any rights or interests under this Agreement without prior written permission signed by the city manager and approved by the council, which shall be granted or withheld at the City's discretion. Should the City consent to an assignment or sublease, the Lessee shall nevertheless remain liable for the performance of all of its obligations under this Agreement and the acceptance by the City directly from an assignee of any payments or other performance due under this Agreement shall not be construed as a waiver of Lessee's continuing liability. A change of control of the Lessee other than from the parent entity of the Lessee to an affiliate shall constitute an assignment for purposes of this provision.

12. Default and Termination. The City may declare a default hereunder and terminate this Agreement upon the occurrence of any of the following:

A. The failure of the Lessee to pay rent or any other sum of money due under this Agreement within 10 days after the due date.

B. The failure of the Lessee to perform or observe any covenant or condition of this Agreement, other than a default in the payment of money described in Section 12(A), which is not cured within 30 days after notice thereof from the City to Lessee, unless the default is of a kind that may be cured, but not within such 30-day period, in which case no event of default shall be declared so long as Lessee shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

C. The commencement of a case under any chapter of the federal Bankruptcy Code by or against the Lessee, or the filing of a voluntary or involuntary petition proposing the adjudication of the Lessee as bankrupt or insolvent, or the reorganization of the Lessee, or an arrangement by the Lessee with its creditors, unless the petition is filed or case commenced by a party other than the Lessee and is withdrawn or dismissed within 90 days after the date of its filing.

D. The admission in writing by the Lessee of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of the Lessee, unless such appointment shall be vacated within 10 days after its entry; the Lessee making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of the Lessee.

E. If the Lessee is in default under either the Preferential Use Agreement or the Terminal Operation Contract.

13. Indemnification.

(a) The Lessee shall indemnify and hold harmless the City and its elected and appointed officials, employees, agents, and servants from any and all losses, expenses, damages, demands, and claims by any person in connection with or rising out of any injury (including death) to persons or in connection with damage to property or the natural environment, sustained in whole

or in part as a result of the Lessee's occupancy and maintenance of the Premises, and/or exercise of its rights under this Agreement or the Lessee's breach of this Agreement. The Lessee shall defend all suits and actions brought against the City and any of its elected or appointed officials, employees, agents or servants from any such injury or damage and shall pay all damages, costs, and expenses, including attorney's fees incurred in connection with the suits or actions. The only exception to this indemnity provision shall be for claims resulting from the negligence, gross negligence, or willful misconduct of the City or its employees, agents, or servants, and for claims resulting from an act or omission of a third party, with respect to which the Lessee's obligations under this paragraph shall be limited to that portion of any such claim not attributable to the City and not attributable to a third party.

(b) This indemnity provision specifically includes all environmental damage that may result from the Lessee's operations under this Agreement and any penalties or fines which may be assessed in connection therewith.

(c) Notwithstanding any provision of this Agreement, Lessee shall not be liable for, and shall not be liable to indemnify, defend or hold the City harmless from, any condition on the Premises, whether known or unknown, which was in existence before July 1, 2004.

14. Compliance with Federal, State, and Local Laws. At all times during the lease term the Lessee shall conduct operations in accordance with all applicable federal, state, and local laws and ordinances.

15. Severability. If any part, term or provision of this Agreement is declared null or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the rest of this Agreement shall not be affected.

16. Waivers. No waiver by Lessee or the City of any covenant or condition of this Agreement shall be construed as a waiver of any other covenant or condition, nor shall the waiver of one breach be considered a waiver of any other breach.

17. Modifications and Notices. (a) No modification of this Agreement shall be effective unless agreed to by Lessee and the City in writing. No modification of one provision of this Agreement shall be considered a waiver, breach or cancellation of any other provision.

(b) All notices required to be given under this Agreement shall be effective on the date of receipt and shall be mailed to the parties at the following addresses:

Matson Navigation of Alaska, LLC	City Manager
1717 Tidewater Road	City of Kodiak
Anchorage, Alaska 99501	710 Mill Bay Road
Attn: _____	Kodiak, Alaska 99615

Any notice or document delivered by facsimile transmission to a facsimile machine at which the recipient routinely receives such transmissions shall be effective upon the date of receipt of the complete and fully legible document (so long as the original is also mailed in accordance with this paragraph) unless the transmission occurred outside of the usual business hours of the recipient, in which event the document shall be deemed to have been received on the next business day.

18. Alaska Law & KCC Chapter 18.20. (a) This Agreement is entered into in the State of Alaska, Alaska law governs its interpretation and application, and venue of any suit or other action arising out of this Agreement shall be in the Superior Court at Kodiak, Alaska.



City Clerk's Office
 710 Mill Bay Road, Rm 110
 Kodiak, AK 99615
 Phone: (907) 486-8636
 Fax: (907) 486-8600 (fax)
 Email: clerks@city.kodiak.ak.us

APPLICATION FOR PURCHASE, LEASE, OR RENEWAL OF LEASE OF REAL PROPERTY

- PURCHASE
- LEASE TERM REQUESTED: _____ YEARS
- *RENEWAL TERM REQUESTED: 5 YEARS

*KCC 18.20.340, the lessee shall, not sooner than 60 calendar days prior to expiration, and not later than 30 calendar days prior to the expiration, make application for a renewal lease in writing on forms provided entitled "application for renewal of lease."

1. DATE OF APPLICATION <u>2/15/20</u>	
2. APPLICANT NAME Matson Navigation of Alaska LLC <small>(IF CORPORATION OR PARTNERSHIP, SEE #10 BELOW)</small>	
3. MAILING ADDRESS <u>727 Shelikof Street</u>	
4. PHYSICAL ADDRESS <u>Same</u>	
5. CITY <u>Kodiak</u>	6. STATE <u>Alaska</u>
7. ZIP <u>99615</u>	
8. WORK PHONE: _____ CELL PHONE: _____	9. EMAIL: <u>rkniazowski@matson.com</u> FAX: <u>rkniazowski@matson.com</u>
10. IF CORPORATION OR PARTNERSHIP, ATTACH ADDITIONAL INFORMATION <small>CORPORATION: Attach Schedule C, Showing Principal Agent and Contact Information PARTNERSHIP: Attach Schedule P, Listing Partners Names and Contact Information</small>	
11. LEGAL DESCRIPTION OF THE REQUESTED PROPERTY U.S. SURVEY (USS) <u>2537B</u> LOT _____ BLOCK _____ SUBDIVISION _____ OR STREET ADDRESS OR OTHER IDENTIFYING DESCRIPTION: <u>Pier II warehouse, office space and adjacent parking spaces.</u>	
12. AREA, IN SQUARE FEET OF REQUESTED PROPERTY:	

City of Kodiak

Application for Purchase, Lease, or Renewal of Lease of Real Property, Page 2

13. DESCRIPTION OF PURPOSE OF THE PROPOSED LEASE IN DETAIL (KCC 18.20.050 (b.1)). INCLUDE EXISTING IMPROVEMENTS, IF ANY, ON THE PROPERTY
 Renewal of existing lease of city owned Pier II warehouse. Use of building is for storage, loading and unloading of freight and general administration.

14. PROPOSED USAGE OF LAND (KCC 18.20.050 (b.2))

RESIDENTIAL COMMERCIAL INDUSTRIAL

15. TYPE OF CONSTRUCTION PLANNED (KCC 18.20.050 (b.3)) **NA - existing metal structure**
 (e.g.: FILL, FRAME, POST & BEAM, etc)

16. DATE DEVELOPMENT IS PLANNED TO BEGIN, AFTER SALE (KCC 18.20.050 (b.3)): **NA**

17. DATE DEVELOPMENT IS EXPECTED TO BE COMPLETED, AFTER SALE (KCC 18.20.050 (b.4)): **NA**

18. INVESTMENT, INCLUDING EQUIPMENT, PLANNED DURING DEVELOPMENT PERIOD (Optional) **\$ NA**

20. DESCRIBE ANY EXPANSION PLANS BEYOND THE INITIAL DEVELOPMENT (Optional)
None

19. ANTICIPATED TAXABLE VALUATION OF THE PROPERTY, AFTER DEVELOPMENT (Optional) **\$ Unknown**

- 22. Is the applicant at least 18 years old (KCC 18.20.040 a)? YES NO
- 23. Are four copies of an accurate plan and elevations of the proposed improvements attached to this application? YES NO
- 24. Is the preliminary survey plat submitted with this application? YES NO
- 25. If required, can you post a performance bond amounting to 10% of the estimated taxable valuation? YES NO
- 26. Does your intended use of the property comply with the zoning regulations and the comprehensive plan of the Kodiak Island Borough (KCC 18.20.020 (b.5))? YES NO
- 27. Do you agree to comply with all applicable City ordinances and regulations, Borough ordinances and zoning regulations, and all applicable state and federal law? YES NO

Notice to Applicant(s)

A. This application will not be considered unless it is accompanied by a filing fee, as established by the City Council in the Schedule of Fees and Charges. The filing fee is not refundable and should be made payable to the City of Kodiak (KCC 18.20.050b and 18.20.340).

B. Unless specifically exempted by KCC 18.20.030, 18.20.195, 18.20.196 or other provisions of City Code, any sale or lease of City property shall be made by sealed bid or at public auction. The City Council may require specific development or use of property to be sold or leased.

C. If the Council directs staff to proceed with the proposed sale or lease of this property, staff will review the application and set the amount of deposit required from the applicant in accordance with KCC 18.20.060 for costs of survey, appraisals, advertising, etc.

If the property is sold or leased to someone other than the depositor, the deposit will be refunded, unless the depositor fails to enter a bid equal to at least the minimum sale or rental price as established in accordance with KCC 18.20.100 and the property is not sold, in which case the deposit shall be forfeited.

D. Certificates of Insurance will be required to be produced within 10 business days of a lease agreement award.

I testify that I am a qualified applicant or bidder per KCC 18.20.040 and I am the authorized agent to execute the sale or lease documents.

Rick Kniazowski

 Name of Applicant



 Signature

2/15/20

 Date

SCHEDULE C

**CORPORATION
PRINCIPAL AGENT AND CONTACT INFORMATION**

This schedule is attached to the Application for Purchase or Lease of Real Property submitted to the City of Kodiak as follows:

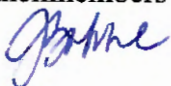
CORPORATION NAME Matson Navigation of Alaska LLC	DATE SUBMITTED 02/15/2020
--	-------------------------------------

C1. NAME OF PRINCIPAL AGENT AUTHORIZED TO EXECUTE THE SALE OR LEASE DOCUMENTS Bal Dreyfus	
C2. TITLE Vice President, Alaska	
C3. MAILING ADDRESS 1717 Tidewater Road	
C4. CITY Anchorage	C6. ZIP 99501
C5. STATE AK	
C7. TELEPHONE	C8. FAX

C9. NAME OF ALTERNATE CONTACT Rick Kniaziowski	
C10. TITLE General Manager, Kodiak Operations	
C11. CITY Kodiak	C13. ZIP 99615
C12. STATE AK	
C14. TELEPHONE	C15. FAX

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager 
Thru: Jim Mullican, Fire Chief
Date: April 23, 2020
Agenda Item: V. a. **Resolution No. 2020-11, Accepting a State of Alaska Code Blue Grant From the Southern Region EMS Council, Inc. for Acquisition of AeroClave RDS 3110 Decontamination System for Emergency Medical Services Vehicles**

SUMMARY: This Code Blue Phase 20 grant will purchase a new AeroClave RDS 3110 Decontamination System for Emergency Medical Services Vehicles for a total cost of \$17,342 of which the City of Kodiak is responsible for a local match of ten percent or \$1,734. Staff recommends Council accept this grant by adopting Resolution No. 2020-11.

PREVIOUS COUNCIL ACTION: Council routinely accepts grants from federal or state agencies by resolution.

DISCUSSION: This grant allows the Fire Department to purchase an RDS 3110 Room Decontamination System and all of its components to provide a comprehensive and cost-effective solution to decontaminate EMS vehicles. The Department staff has been working with Southern Region EMS as well as AeroClave, LLC to facilitate the purchase of said equipment.

As emerging pathogens become a more distinct possibility in this rapidly changing environment, having the ability to decontaminate emergency apparatus and first responder living quarters in a safe, rapid and effective manner is very important. Specifically with concerns over MRSA, Ebola, HIV, Hepatitis, MERS, and a variety of other bacteria and viruses, having the capability to disinfect rescue units and fire stations is crucial. The AeroClave is a state of the art decontamination system that uses a dry mist to provide effective disinfection on all surfaces, more so than traditional manual cleaning techniques and products. The disinfectant material is safe and the process is relatively quick, limiting out of service time for the unit. Literature has shown that the AeroClave process is 90% more effective than current manual methods with cleaning supplies using wipes and other standard materials. The AeroClave dry mist is a potent disinfectant, yet is safe for personnel and electronics. Adding this ability to our already robust cleaning procedures will enhance our safety program, reducing risk of exposure to staff and patients.

Having the ability to effectively and quickly decontaminate emergency response vehicles and living quarters is critical for maintaining staff and patient health. This will be extremely important during times of disease outbreaks and pandemics when the transportation assets will be in high demand. As the only

Ambulance service (emergency or non-emergent) on Kodiak Island we must do our utmost to provide for safety of all patients and medical crews. Removing the chance for exposure to illness from inadequately cleaned surfaces helps maintain the availability and effectiveness of our EMS workforce.

All maintenance will be conducted per the manufacture's recommendations. With proper maintenance and care of the unit the expected life span is seven to ten years. Future replacement of disinfectant solution and consumables will be the responsibility of the Kodiak Fire Department. The unit comes with a warranty which is reflected in the attached quote. Staff will also receive initial training utilizing literature and online videos provided by the manufacture.

ALTERNATIVES:

- 1) Adopt Resolution No. 2020-11, which is the recommendation of staff, because it will allow the purchase of a decontamination replacement of an out of service defibrillator and upgrade current machines at a significant monetary saving.
- 2) Do not adopt Resolution No. 2020-11, which is not recommended, because it would require the City to find alternative funding sources including full funding from the General Fund.

FINANCIAL IMPLICATIONS: The ten percent co-pay of \$1,734 will come from the current FY2020 Fire Department budget.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2020-11 to accept the Code Blue grant.

CITY MANAGER'S COMMENTS: The award of this grant is beneficial to the City and Fire Department. It allows Southern Region EMS to cover the majority of the cost to purchase the decontamination system. The City's ten percent contribution is easily covered under the Fire Department's existing equipment budget. I want to thank Chief Mullican and his staff for following this request through.

ATTACHMENTS:

- Attachment A: Resolution No. 2020-11
- Attachment B: Original Code Blue Approval Letter Dated March 18, 2020
- Attachment C: Code Blue Application
- Attachment D: AeroClave RDS Quote and Life Expectancy
- Attachment E: Acquisition Letter of Support

PROPOSED MOTION:

Move to adopt Resolution No. 2020-11.

**CITY OF KODIAK
RESOLUTION NUMBER 2020-11**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING
A STATE OF ALASKA CODE BLUE GRANT FROM THE SOUTHERN REGION EMS
COUNCIL, INC. FOR ACQUISITION OF AEROCLAVE RDS 3110 DECONTAMINA-
TION SYSTEM FOR EMERGENCY MEDICAL SERVICES VEHICLES**

WHEREAS, the City of Kodiak has been awarded a Code Blue grant from the Southern Region EMS Council in the amount of Fifteen Thousand Six Hundred Eight dollars (\$15,608) to purchase a decontamination system for the use of the Kodiak Fire Department’s EMS response team; and

WHEREAS, the Southern Region EMS Council will pay the cost of purchase; and

WHEREAS, the City will pay 10% or \$1,734 toward the purchase of the equipment; and

WHEREAS, this grant will provide important decontamination system to effectively and quickly decontaminate Emergency Services Vehicles which is critical for maintaining staff and patient health; and

WHEREAS, the assistance provided by the grant greatly reduces the cost burden on the City to fully pay for this important equipment.

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:



Southern Region EMS Council Anchorage, Alaska

Mission: Improve the quality, availability and sustainability of emergency patient care

6130 Tuttle Place, Suite B, Anchorage, AK 99507-7102
(907) 562-6449 FAX: (907) 562-9893 www.sremsc.org

March 18, 2020

Frank Dorner
Deputy Fire Chief
Kodiak Fire Department
219 Lowe Mill Bay Rd
Kodiak, AK 99615

RE: Code Blue Phase 20

Dear Deputy Chief Dorner:

The Code Blue Phase 20 equipment requests submitted by your agency for consideration have gone through a rigorous review process. There have been multiple review steps along the way, which include Southern Region staff, Board of Directors Equipment Review Committee, the Southern Region Board of Directors, and finally the Statewide Code Blue Steering Committee.

The portion of funding we receive from the State via the Governor's Capital Equipment bill for this phase was vetoed by the Governor. The Code Blue Steering Committee approved to move all approved projects from this phase as priorities into Phase 20. The Governor has put funding back into the budget for FY21 and if the legislation is signed, we hope to receive funding sometime in September 2020. Once we have been notified, we will be contacting you to see if you still need the items and if you still have the community match available.

There were leftover funds from previous phases of which some of your projects may have been moved into. It will be noted below if any of your projects were moved into this phase. If that was the case, we will be contacting you soon regarding the purchasing process.

If your item is listed below as **Approved**, your project(s) are on the State Code Blue Equipment list and pending grant processes. If it is **Changed**, it was altered within the review process and an explanation will be detailed below. If it is listed as **Not Funded**, it will not be considered in this Code Blue phase and an explanation will be detailed below.

Item	Status	Local Match	STATE	UNMET	Total
Decontamination System	Approved	\$1,734	\$15,608	\$ 0.00	\$17,342 Funded under PH20

Thank you for all you do for EMS in Alaska. At Southern Region, we are working hard to support you in every way that we can.

Sincerely,


Michael M. Forcier, CEO

CC: Shanna Rockenbach, Subarea Coordinator



Southern Region EMS Council, Inc Code Blue EMS Equipment Request Form



EMS Agency Name:	Contact Person:	Email Address:
Mailing Address:	Physical Shipping Address:	Phone Number:
		Fax Number:

PLEASE TYPE OR PRINT CLEARLY - ONE ITEM PER FORM - INCOMPLETE FORMS WILL NOT BE ACCEPTED

Model	Equipment Description	Unit Cost	Quantity	Shipping	Total Cost	*Priority	Quotes Attached? Y/N
Local Match Amount							
Guaranteed By Whom				Match Letter Included			
A letter guaranteeing the required local match MUST be submitted with this request form.							

Justification (Patient Transport Vehicle requests must include complete shipping plan and estimate. Attach additional sheets as needed)	New or Replaced Equipment?
	New Replacement

Maintenance Plan / Training Plan (Attach additional sheet if needed)

*Signature & Printed Name of EMS Agency Medical Director	*Date
	Date

*Signature & Printed Name of SubArea Coordinator	*Date
	Date

* Complete this Section if Applicable

**AeroClave, LLC**4007 Forsyth Road
Winter Park
Florida
United States 32792**Quote**

Valid Till: 05/03/2020

Quote Number : 1491633000008712121

BILL TO:**219 Lower Mill Bay Road**Kodiak
Alaska
United States
99615**SHIP TO:****219 Lower Mill Bay Road**Kodiak
Alaska
United States
99615Account Name: **City of Kodiak Fire Department (AK)**
Contact Name: **Frank Dorner**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	RDS3110T AeroClave Room Decontamination System, Model 3110-Trident.	1	\$ 13,999.00	\$ 0.00	\$ 13,999.00
2.	APA25 AeroClave Portable Applicator, Hand Sprayer, 25'	2	\$ 1,249.00	\$ 0.00	\$ 2,498.00
3.	VOXU12 Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	4	\$ 140.00	\$ 0.00	\$ 560.00
4.	RDS3110T - shipping Shipping and Handling	1	\$ 175.00	\$ 0.00	\$ 175.00
5.	APA25 - shipping Shipping and Handling	2	\$ 15.00	\$ 0.00	\$ 30.00
6.	VOXU12 - shipping Shipping and Handling	4	\$ 20.00	\$ 0.00	\$ 80.00
				Sub Total	\$ 17,342.00
				Tax	\$ 0.00
				Adjustment	\$ 0.00
				Grand Total	\$ 17,342.00

Terms and Conditions

ALL PRICES ARE LISTED IN USD (\$)

The information contained in this quote is applicable for 30 days.

On-site training is available for \$2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 per case + \$20.00 shipping per case
- 12-35 cases - \$132.00 per case + \$20.00 shipping per case
- 36 case pallet - \$120.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC

(This space is left intentionally blank)



November 5, 2019

Sent via email to: fdorner@city.kodiak.ak.us

Frank Dorner | Deputy Fire Chief
City of Kodiak Fire Department
219 Lower Mill Bay Road, Kodiak, AK 99615

Subject: AeroClave RDS 3110 Life Expectancy

To Whom It May Concern:

With proper, responsible care and if recommended preventative maintenance instructions are followed, AeroClave estimates that the life expectancy of the RDS 3110 Room Decontamination System and all of its components to be 7-10 years.

If there are any questions pertaining to the information provided above, please feel free to contact Michael Quinoy at 407-788-3300 ext. 101 or email at mquinoy@aeroclave.com.

Sincerely,
M. G. Quinoy
Michael G. Quinoy
Vice President of Commercial Sales
AeroClave, LLC.

4007 Forsyth Road
Winter Park, FL 32792
Phone: 407.788.3300 Fax: 407.339.0019
www.aeroclave.com

Memorandum

6 November 2019

To: State of Alaska Code Blue Grant Team

From: John Everett MD, Medical Director, Kodiak Fire Department

Re: Letter of Support for acquisition of AeroClave RDS 3110 Decontamination System

A hygienic work environment is essential for optimal patient care and for protection of first responders. Risk for exposure to environmental contaminants during initial evaluation and transport represents a significant risk for development of infection which can complicate clinical course and worsen prognosis.

The addition of a proven decontamination system for EMS vehicles will protect not only patients, but also front line KFD personnel from exposure to infectious pathogens and other environmental contaminants. It is therefore that I offer my full support for any and all efforts at securing funding from the Alaska Code Blue Grant team for addition of an AeroClave unit for decontamination of our EMS vehicles. Due to the ever-increasing cost of providing medical services in community across the State of Alaska, Code Blue grants have been invaluable in assisting with keeping up to date equipment in our communities.

Please feel free to contact me for further clarification of my position.

John Everett MD


Medical Director, Kodiak Fire Department

Board Certified Emergency Medicine Physician, Providence Kodiak Medical Center

(907) 486 9578

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MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: City Manager, Mike Tvenge 
Thru: Chief Jim Mullican
Date: April 23, 2020

Agenda Item: V. b. Authorization of Purchase for Emergency Shelter Bedding in the Amount of \$62,410.50 From W.W. Grainger Inc.

SUMMARY: On September 20, 2019, the City received notification from the State of Alaska of the grant award of \$62,500 toward the purchase of Emergency Shelter Bedding. This purchase includes 346 Emergency Shelter Cots, and it is anticipated that this project will take approximately four months to complete at the cost of \$62,410.50. Due to the current COVID-19 situation and its effect on nationwide stocks of emergency bedding, it will take time for the distributor and manufacturer to meet nationwide demand. The Fire Chief received procurement method approval from the State of Alaska on March 24, 2020. Staff requests the authorization of the shelter bedding purchase to W.W. Grainger Inc. in the amount of \$62,410.50.

PREVIOUS COUNCIL ACTION:

- On October 24, 2019, Council adopted 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.

BACKGROUND: This is 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: Currently, during this time of community wide emergencies, the need for mass sheltering becomes necessary. To that end, the Kodiak High School has been designated as Kodiak's mass shelter facility. Due to the lack of bedding, community members would be required to sleep on the floor. The City Fire Chief as Emergency Services Coordinator, worked with American Red Cross and was able to stage 400 Red Cross Cots within the community to help meet the community's sheltering needs. However, the expected occupancy load for our emergency shelter will quickly use the existing Red Cross inventory. In response, the City applied for a State of Alaska Homeland Security Grant (SHSP) to cover the cost of purchasing the requested bedding. This purchase is phase 1 of a proposed 2-phase project.

ALTERNATIVES:

- 1) Authorize the purchase of emergency shelter bedding, which is the recommendation of staff.
- 2) Do not authorize the purchase of emergency shelter bedding, which staff does not recommend.

FINANCIAL IMPLICATIONS: National Association of State Procurement Officials (NASPO) agreements are competitively solicited and meet City procurement guidelines set forth in KCC 3.12.

LEGAL: Staff complied with KCC 3.12.070.

STAFF RECOMMENDATION: Staff recommends authorizing this purchase of shelter bedding, which will be funded by 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. Their efforts will allow for the purchase of the emergency cots which are needed by 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: Procurement Method Report Pre-Bid Contract
- Attachment B: Grainger Quote

PROPOSED MOTION:

Move to authorize the purchase for emergency shelter bedding in the amount of \$62,410.50 from W.W. Grainger Inc. with funds coming from the General Capital Projects Fund-Project No. 4061, Emergency Shelter Bedding, machinery and equipment greater than \$5,000 account and authorize the City Manager to execute documents on behalf of the City.

Procurement Method Report Pre-Bid Contract

Use this form for Procurements (purchases/orders) that are from a Pre-Bid contract (i.e., GSA, NASPO or local equivalent).

Subrecipients shall accomplish three (3) requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature on third page. (Project Manager's signature is adequate certification that competition was done, and that the Subrecipient is complying with the most stringent procurement procedures-whether federal, state, or local).

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subrecipient: City of Kodiak

Grant Award/Disaster Number: 20SHSP-GY19

PBD/PW/PJ: 3

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

NOTE: DHS&EM will no longer approve (nor reimburse) this type of procurement after the purchase is made. E-mail to mva.grants@alaska.gov for approval

Pre-Bid Contract	
Pre-Bid Contract Type:	NASPO
Contract Vendor:	W.W. Grainger Inc.
Contract Number:	N-2018-FAC-0002
Purchase Amount:	\$ 62,410.50
Justification for Vendor Selection. Please include any written supporting documents providing justification for vendor selection. NASPO agreements are competitively solicited and meet City procurement guidelines set forth in KCC 3.12	
Send to DHS&EM for approval prior to purchase	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subrecipient Action	
<input checked="" type="checkbox"/>	1. Check System for Award Management (SAM) for debarment/suspension.
<input checked="" type="checkbox"/>	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

[Signature]
Subrecipient Project Manager's Signature

3-24-2020
Date

James Mulhires Fire Chief
Printed Name and Title

E-mail signed for to mva.grants@alaska.gov for approval

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Returned for Further Justification	Date
SAA/GAR Point of Contact or Authorized Representative <u>Bill Dennis, Bill</u>			Date <u>3-24-20</u>

1657 Shermer Road
 Northbrook IL 60062-5362
 Ph : (800) 323-0620
 Fax: (800) 722-3291

Customer Information

CITY OF KODIAK
 2160 MILL BAY RD
 KODIAK AK 99615-6633

Billing Information

CITY OF KODIAK
 PO BOX 1397
 KODIAK AK 99615-1397

Shipping Information

CITY OF KODIAK
 2160 MILL BAY RD
 KODIAK AK 99615-6633

Information

Grainger Quote Number 2044025586
 Validity Start Date 03/21/2020
 Validity End Date 04/21/2020
 Creation Date 03/21/2020
 Grainger EIN Number 36-1150280
 PO # QUOTE
 PO Create Date
 PO Release #
 Customer Number 824611990
 Department Number
 Project/Job Number
 Requisitioner Name
 Attention
 Caller VICTORIA ELLIS
 Telephone Number 9074868076
 Page 1 / 2

N-2018-FAC-0002

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier: * See line item detail
 Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
20	4VNG5	Emergency Treatment Cot Mfg Brand Name: KAMP-RITE TENT COT INC Manufacturer Part No: ETC911 Carrier:		345.00	EA	180.90	62,410.50
Sub Total							62,410.50
Total USD							\$ 62,410.50



Quotation

1657 Shermer Road
Northbrook IL 60062-5362
Ph : (800) 323-0620
Fax: (800) 722-3291

Information

Grainger Quote Number	2044025586
Creation Date	03/21/2020
Customer Number	824611990
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
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Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at <http://www.grainger.com> or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.

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MEMORANDUM TO COUNCIL

To: Mayor and City Councilmembers
From: City Manager, Mike Tvenge
Thru: Josie Bahnke, Deputy City Manager
Date: April 23, 2020



Agenda Item: V.c. Authorization to Award the Kodiak Outdoor Warning Siren System Purchase, Replacement, and Installation to Federal Signal Corporation

SUMMARY: The Request for Proposals (RFP) for the Kodiak Outdoor Warning Siren System Replacement Project was advertised on February 18, 2020, with a submission deadline from proposers on March 27, 2020. An addendum issued on March 23, 2020 extended the deadline to April 10, 2020. A mandatory pre-proposal meeting was held on March 12, 2020, in the City of Kodiak conference room which was attended by representatives from potential proposers and sub-contractors. The City of Kodiak received three proposals on April 10, 2020. On April 14, 2020, a review team consisting of City and Borough staff met to evaluate and score proposals. Federal Signal Corporation was identified with the highest score and best value at \$567,206.02. The Kodiak Island Borough's nine (9) road system tsunami sirens were included in the RFP as an additive alternate and they may award separately if the Borough Assembly so wishes.

Staff recommends Council authorize the Outdoor Warning Siren System Replacement Project No. 20-03/4059 to Federal Signal Corporation.

PREVIOUS COUNCIL ACTION: City staff has applied for and Council has accepted numerous grants for assessment and replacement of the tsunami sirens.

BACKGROUND: The City of Kodiak is responsible for the early warning system in case of tsunami or other hazards. The current warning siren system includes 12 sirens within City limits and nine sirens owned by the Borough that are located along the road system. All sirens are part of the same system activated through the KPD Public Safety Answering Point (PSAP). The maintenance of these sirens is the responsibility of each respective municipal body.

In 2009, the City of Kodiak received \$34,609 in grant money to hire a communication consultant who subsequently completed a comprehensive assessment of the City and Borough Siren Alert and Warning System (SAWS). The result of the study was that at least another 6 years of service could be expected from the sirens. The units making up the current saws are 25 to 35 years old and some of the software used is almost obsolete.

On January 30, 2018, Mayor Branson testified in Washington D.C. before the Senate Committee on Energy and Natural Resources regarding the 7.9 magnitude earthquake and tsunami warning that occurred in Kodiak on January 23, 2018. In her testimony, she spoke about the City's need to upgrade the tsunami warning siren system.

DISCUSSION: The City's current sirens are beyond their recognized lifespan of 20 years and are beginning to fail. A new outdoor warning siren system that reaches the majority of Kodiak residents will provide capabilities to immediately notify residents of potential hazards and also the ability to broadcast voice messages in numerous languages, if necessary. Updating the system will ensure the community has a reliable warning system for years to come.

ALTERNATIVES:

- 1) Approve the authorization to award, which is the recommendation of staff.
- 2) Fail the approval, which staff does not recommend.

FINANCIAL IMPLICATIONS: The City of Kodiak has applied for and received funding from the following sources:

National Oceanic Atmospheric Administration	\$108,000.00
State of Alaska Homeland Security Program Grant	<u>\$272,873.12</u>
Total	\$380,873.12

The cost for the City's contribution to the project is \$186,332.90. Additional funds will be needed at a future date for additional work with another vendor to complete integration with the KPD emergency systems as well as a 10% contingency. Funds will be coming from the General Fund transfers and shown as \$300,000 in the FY 2020 Supplemental Budget requests.

LEGAL: The City Attorney reviewed the RFP and drafted the agreement with Federal Signal Corporation. The City Administration will adhere to municipal code for procurement.

STAFF RECOMMENDATION: Staff recommends the authorization to award. Federal Signal Corporation has worked with 19 Alaska communities and two Alaska military bases where they have installed outdoor warning systems. This includes small rural communities with similar logistical challenges as Kodiak. In addition, they have a long-term relationship with their Alaska based sub-contractor who also has a lot of experience installing outdoor warning systems. Their proposal guarantees a five-year warranty on the sirens and the cost/value is superior over the other proposals received and scored.

CITY MANAGER'S COMMENTS: City staff, especially Fire Chief Mullican and Police Chief Putney are to be credited with this authorization that will benefit the entire community. The coordinated and proactive efforts across multiple departments is another example of City staff working collaboratively to

enhance community preparedness, reduce risk, increase responder safety and citizen survivability in a disaster event.

ATTACHMENTS:

Attachment A: Introductory Letter from Federal Signal Corporation

Attachment B: Bid Forms, Bid Summary, and Proposal Evaluation Summary

Attachment C: Agreement with Federal Signal Corporation

PROPOSED MOTION:

Move to authorize the award for the Kodiak Outdoor Warning Siren System Purchase, Replacement, and Installation to Federal Signal Corporation in the amount of \$186,332.90 with funds coming from the FY2020 General Fund and authorize the City Manager to execute the documents on behalf of the City.

INTRODUCTORY LETTER

April 10, 2020

Tvenge, City Manager
City of Kodiak
710 Mill Bay Rd. Room 114
Kodiak, AK 99615

Re: Warning Siren Replacement Proposal

Dear Mr. Tvenge,

Federal Signal Corporation is pleased to present our proposal to furnish and install an outdoor warning siren replacement system for the City of Kodiak and the additive siren replacement for the Kodiak Island Borough. Enclosed with our proposal, we have included a bill of materials and quotation separate from the bid form to include pricing for the twelve (12) City of Kodiak Sirens, pricing for the additive of eleven (11) Kodiak Island Borough sirens, optional spares, and a reduced price/credit to both the City and Borough projects if the Kodiak Island Borough project is awarded as a complete project (refer to quotes SYSQ3152 and SYSQ3153 in the solution overview section).

Federal Signal is a leading provider in designing and engineering mass notification solutions for communities and facilities around the world, offering the widest range of Electronic and Mechanical Sirens available today. Since manufacturing our first outdoor siren in 1917, we have proven the ability to deliver systems and solutions through the utilization of advanced motor design and cutting-edge amplifier and acoustic driver technology. Our systems provide the highest level of reliability and quality available today to increase safety, security, and provide early warning to workers, first responders, and communities around the world of natural disasters, biological hazards, industrial hazards, and national emergencies, to name a few.

Federal Signal Corporation utilized 'SoundPLAN', an internationally recognized noise modeling software, to estimate the Siren sound level. The SoundPLAN model is based on the International Standardization ISO 9613 and takes into account physical effects including geometrical divergence, atmospheric absorption, ground effect, reflection from surfaces, and screening by obstacles.

We have included factory-trained personnel that will perform installation, testing, training, and support for this project. Our team is experienced in providing turnkey services that meet or exceed the needs of the City in the most expedient and economical manner possible. Below we provide a summary of the Federal Signal team and proposed roles.


Vendor	Role
Federal Signal Corporation	Prime vendor, manufacturer, system design, and project management
West Shore Services	Installation, training, and removal of the existing system
Alster Communications	Local Sales representative

We are excited to have the opportunity to work with you to deliver a state-of-the-art solution that will assist you in achieving your goals and build a long-term successful partnership with you. We are confident in the high quality of our equipment and are pleased to offer an extension of our factory warranty. Our warranty for the Modulator siren has been extended to 5 years and the UltraVoice controller is 3 years.

Please feel free to contact **Bruce Ross** at **858-264-8568** and/or **bross@federalsignal.com** should you have any questions or need further assistance. In addition, Paul J. Merkouris is our local sales representative in Alaska. He can be reached at 907-301-2168 and/or **paul@alster.com**.

Sincerely,

FEDERAL SIGNAL CORPORATION



Bruce Ross
 WESTERN REGIONAL SALES MANAGER

KODIAK OUTDOOR WARNING SIREN REPLACEMENT PROJECT
APPENDIX C: BID FORMS

City of Kodiak – Outdoor Warning Siren Replacement Project
Bid Form

TO: Tvenge, City Manager
City of Kodiak
710 Mill Bay Rd. Room 114
Kodiak AK 99615

In submitting this Proposal, I agree:

1. To hold my Proposal open for 60 days.
2. To accept and comply with the provisions of the Request for Proposals.
3. To enter into and execute a Contract, if awarded, on the basis of this Proposal, and to furnish Bonds in accord with the RFP.
4. To accomplish the work in accord with the Contract Documents.
5. That the City of Kodiak reserves the right to waive any informality or to reject any or all bids.

The undersigned represents (check appropriate boxes) that it operates as an:

Individual; Partnership; LLC; Joint Venture; Corporation incorporated in the State of Delaware.

The undersigned acknowledges receipt of the following addenda to the bid and/or specifications (give number and date of each):

Addendum	<u>1</u>	Date	<u>March 23, 2020</u>	Initial	<u>Bnt Havnkul</u>
Addendum	<u>2</u>	Date	<u>March 31, 2020</u>	Initial	<u>Bnt Havnkul</u>
Addendum	<u>3</u>	Date	<u>April 3, 2020</u>	Initial	<u>Bnt Havnkul</u>

NAME OF FIRM OR INDIVIDUAL (Type or Print): Federal Signal Corporation

BY: (Signature in ink): Bnt Havnkul

TITLE: (Type or Print) VP/GM Systems

**KODIAK OUTDOOR WARNING SIREN REPLACEMENT PROJECT
APPENDIX C: BID FORMS**

City of Kodiak – Outdoor Warning Siren Replacement Project

Bid Schedule

In accordance with the Request for Proposals, I propose to complete the Work for the following lump sum price:

Total Project Bid **without** Additives

\$ 567,206.02

Note: Refer to quotes for additional options and discount for both projects if they are installed together

The proposer shall complete the following Schedule of Values for the Work. Type or print legibly.

Item No.	Item Description	Value (\$)
1	Equipment Procurement & Fabrication	\$272,987.26
2	Freight and Shipping	\$13,621.36
3	Installation and Construction	\$270,652.94
4	Testing and Closeout	\$9,944.52
	Total Project Bid without Additives (same as above)	\$567,206.02

The proposer may insert a bid price for each pay item listed below, if any. Type or print legibly. City may select any, all or none of the following items if proposer is selected for the contract.

Item No.	Pay Item Description	Bid Amount (\$)
Add. 1	Kodiak Island Borough Work	\$543,241.54

Note: Refer to quotes for additional options and discount for both projects if they are installed together

PROPOSER:

Federal Signal Corporation

Company (Print)
Brent Gambrel

Authorized Representative (Print)
Brent Gambrel

Authorized Representative (Signature)

KODIAK OUTDOOR WARNING SIREN REPLACEMENT PROJECT
APPENDIX C: BID FORMS

Title (Print)

VP/GM Systems

Date

April 8, 2020

Telephone

708-534-3400

CORPORATE SEAL (If Corporation)



PROPOSER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Addenda Acknowledged?	PROPOSAL COST	KIB Additive
Federal Signal Corporation	4/10/2020 5:40	N/A	N/A	Yes	\$567,206.02	\$543,241.54
American Signal Corporation	4/10/2020 11:30	N/A	N/A	Yes	\$783,887.33	\$771,071.65
Acoustic Technology, Inc. (ATI Systems)	12:56 PM 4/10/2020	N/A	N/A	Yes	\$791,238.37	\$818,714.14

Witness Mike Trevny 4/10/2020 Date
 Witness [Signature] 4/10/2020 Date
 Witness [Signature] 4/10/2020 Date

**CITY OF KODIAK TSUNAMI SIREN REPLACEMENT PROJECT
EVALUATION OF PROPOSALS**

EVALUATION CRITERIA RANKING						
Reviewer # - 1	PROPOSAL DEEMED RESPONSIVE	QUALIFICATIONS	TECHNICAL MERITS	COST/VALUE	OTHER FACTORS	EVALUATION CRITERIA TOTAL
CONTRACTOR	Y/N	(MAX 15%)	(MAX 50%)	(MAX 30%)	(MAX 5%)	(MAX 100%)
Federal Signal	Y	15%	45%	30%	3%	93%
American Signal	Y	10%	45%	20%	5%	80%
ATI	Y	10%	45%	20%	5%	80%

Reviewer # - 2	PROPOSAL DEEMED RESPONSIVE	QUALIFICATIONS	TECHNICAL MERITS	COST/VALUE	OTHER FACTORS	EVALUATION CRITERIA TOTAL
CONTRACTOR	Y/N	(MAX 15%)	(MAX 50%)	(MAX 30%)	(MAX 5%)	(MAX 100%)
Federal Signal	Y	15%	50%	30%	5%	100%
American Signal	Y	10%	49%	25%	4%	88%
ATI	Y	10%	48%	25%	4%	87%

Reviewer # - 3	PROPOSAL DEEMED RESPONSIVE	QUALIFICATIONS	TECHNICAL MERITS	COST/VALUE	OTHER FACTORS	EVALUATION CRITERIA TOTAL
CONTRACTOR	Y/N	(MAX 15%)	(MAX 50%)	(MAX 30%)	(MAX 5%)	(MAX 100%)
Federal Signal	Y	15%	50%	20%	4%	89%
American Signal	Y	10%	45%	20%	4%	79%
ATI	Y	10%	40%	20%	4%	74%

Reviewer # - 4	PROPOSAL DEEMED RESPONSIVE	QUALIFICATIONS	TECHNICAL MERITS	COST/VALUE	OTHER FACTORS	EVALUATION CRITERIA TOTAL
CONTRACTOR	Y/N	(MAX 15%)	(MAX 50%)	(MAX 30%)	(MAX 5%)	(MAX 100%)
Federal Signal	Y	12%	33%	28%	4%	76%
American Signal	Y	12%	37%	18%	4%	69%
ATI	Y	11%	33%	15%	5%	63%

Reviewer Average	PROPOSAL DEEMED RESPONSIVE	QUALIFICATIONS	TECHNICAL MERITS	COST/VALUE	OTHER FACTORS	EVALUATION CRITERIA TOTAL
CONTRACTOR	Y/N	(MAX 15%)	(MAX 50%)	(MAX 30%)	(MAX 5%)	(MAX 100%)
Federal Signal	Y	14%	45%	27%	4%	89%
American Signal	Y	10%	44%	21%	4%	79%
ATI	Y	10%	41%	20%	4%	76%

AWARD SELECTION

KODIAK OUTDOOR WARNING SIREN REPLACEMENT PROJECT

AGREEMENT

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

- 1.1.1 This Agreement
- 1.1.2 Request for Proposal Kodiak Outdoor Warning Siren Replacement
- 1.1.3 Instructions to Bidders
- 1.1.4 Bid Forms
- 1.1.5 Performance Bond
- 1.1.6 Payment Bond
- 1.1.7 General Conditions of the Contract
- 1.1.8 RFP Addenda, if any
- 1.1.9 The Contractor's Proposal, dated April 10, 2020
- 1.1.10 Change orders which may be delivered or issued after the effective date of the Agreement and not attached hereto.

1.2 These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the entire Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later October 8, 2020 for all work subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 Time is of the essence for all obligations of the Contractor contained in the Contract Documents.

**ARTICLE 4
CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \$567,206.02, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment, including all supporting documentation, submitted to the Owner and the Owner's Representative by the Contractor and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Owner shall make payment to the Contractor pursuant to an application for payment that complies with the Contract within 30 calendar days of the date that the Owner receives the application. If part or all of a payment is going to be withheld for unsatisfactory performance, or if the Contractor's application for payment does not comply with the requirements of the Contract, Owner shall within eight calendar days after receipt of the application for payment notify the Contractor in writing. This notice shall state specifically why part or all of the payment is being withheld and what remedial actions may be taken by the Contractor to receive the full payment. The withheld portion of the payment shall then be paid within 21 calendar days after the Contractor satisfactorily completes the remedial actions identified in that notice.

5.1.4 Deleted.

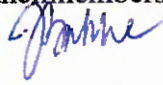
5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of the Work by the total Contract Sum. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing);
3. Subtract the aggregate of previous payments made by the Owner; and

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager 
Date: April 23, 2020
Agenda Item: V. d. **Approval of Settlement Agreement Regarding the Lease Termination Between the City of Kodiak and Ocean Beauty**

SUMMARY: The City of Kodiak entered into a lease agreement with Ocean Beauty on November 1, 2006, for a parcel of real property consisting of approximately 5 acres, which included a crab/fish processing plant, compressor equipment building, a dock with docking space, three hydraulic cranes, a second dock with docking space, and an ice house with two ice makers. The lease was terminated by the City effective March 1, 2018. When Ocean Beauty vacated the property, the City contended default of section 8 (care of property) of the lease. Since 2018, the Secretary and CFO of Ocean Beauty Seafoods and the City Manager and their respective attorneys have worked toward a Settlement and Release Agreement (Attachment A).

PREVIOUS DISCUSSION:

- On November 9, 2006, Council adopted Ordinance No. 1214, which authorized a lease between the City of Kodiak and Ocean Beauty Seafoods, Inc. for property located in Gibson Cove
- On January 12, 2012, Council adopted Ordinance 1294, which authorized the renewal of the lease between the City of Kodiak and Ocean Beauty for property located in Gibson Cove
- On April 26, 2012, Council adopted Resolution No. 2020-11, authorizing the assignment of the lease from Ocean Beauty Seafoods, Inc. to Ocean Beauty Seafoods, LLC
- On January 16, 2016, Council discussed City Property and Facility Leases
- On May 10, 2018, Council met in executive session to discuss post termination issues
- On October 24, 2019, Council discussed the Ocean Beauty Lease Agreement Post Termination Issues with the attorney in executive session
- On February 13, 2020, Council discussed the Ocean Beauty Lease Agreement Post Termination Issues with the attorney in executive session

ALTERNATIVES:

- 1) Council may accept this settlement and release agreement.
- 2) Do not authorize this settlement and release agreement, which is not recommended.

FINANCIAL IMPLICATIONS: Ocean Beauty will pay the City of Kodiak \$100,000 per the settlement and release agreement.

LEGAL: City Attorney Brooks Chandler worked with the City Manager on this settlement and drafted the release agreement.

CITY MANAGER'S COMMENTS: It is in the City's best interest to reach a mutually agreeable resolution and recommend the Council approve the settlement payment agreement.

ATTACHMENTS:

A: Settlement Agreement

PROPOSED MOTION:

Move to accept the Release Agreement between the City of Kodiak and Ocean Beauty Seafoods Inc. and accept the settlement payment of \$100,000 to be deposited between the City Enhancement Fund (50%) and City General Fund (50%) per City Code 3.28.020(b) and authorize the City Manager to execute the necessary documents for the City.

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT AND RELEASE (“**Agreement**”), dated effective _____, 2020 (the “**Effective Date**”), is entered into by and between OCEAN BEAUTY SEAFOODS INC., an Alaska corporation (“**OBS**”) and the City of Kodiak, Alaska (“**Kodiak**”) (each a “**Party**” and collectively the “**Parties**”).

A. RECITALS

1. OBS and Kodiak entered into that certain Lease Agreement, effective as of November 1, 2006 (such lease, as amended, the “**Lease**”), pursuant to which Kodiak leased the property (the “**Property**”) described in the Lease to OBS.

2. The Lease was terminated by Kodiak pursuant to that certain Notice of Termination of Lease, dated January 29, 2018, from Kodiak to OBS.

3. OBS vacated the Property prior to May 1, 2018.

4. Kodiak contends that OBS is in default under the terms of Section 8 of the Lease which provides that upon termination of the Lease the Lessee “... will surrender the Property in as good a condition and repair as it is now or may hereafter be put into, reasonable use and wear and tear excepted.”

5. OBS denies that it defaulted under the terms of the Lease, and further denies that it has any post-termination liability to Kodiak with respect to the Lease.

6. The Parties believing it is in their respective best interests to reach a mutually agreeable resolution, wish to enter into this Agreement in settlement of all claims and potential claims which have been or could have been asserted by the Parties against one another with respect to the Lease, on the terms described below.

B. AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms and conditions in full settlement, compromise and satisfaction of the alleged claims arising out of the dispute between the Parties:

1. **No Admission of Liability.** Each Party agrees that this Agreement represents a compromise and settlement of disputed claims. Neither this Agreement nor any action by the Parties in connection herewith is, or may be construed as, or may be used as, an admission or concession by or against any Party on any point of fact or law, or of any alleged fault, breach of agreement, breach of covenant, violation of law or regulation, wrongdoing, or liability whatsoever.

2. **Payment.** In consideration of Kodiak's release and other promises as set forth herein, OBS shall pay to Kodiak by way of check payable to "City of Kodiak Alaska" the total amount of One Hundred Thousand and 00/100 Dollars (\$100,000) (the "**Settlement Amount**") in full satisfaction of all Claims (defined below) of Kodiak relating to the Lease. Such payment shall be made within five (5) business days of the mutual execution of this Agreement, and sent to the City of Kodiak, Attn: Mike Tvenge, City Manager, at 710 Mill Bay Road, Room 114, Kodiak, Alaska 99615.

3. **Release of Claims by Kodiak.** Effective upon Kodiak's receipt of the Settlement Amount, Kodiak hereby waives any right to recourse against OBS under or otherwise in connection with the Lease. Except for the obligations under this Agreement, Kodiak, its agents, attorneys, employees, insurers, successors and assigns, and any other parties who may make any claim by or through them, hereby forever release, discharge, and acquit OBS, its managers, members, officers, directors, employees, agents, attorneys, insurers, predecessors, successors, related companies, assigns, affiliates and any other parties who may act or have acted by or through them ("**Affiliates**") from any and all manner of claims or actions, known and unknown, whether liquidated or unliquidated, contingent or noncontingent, in law or in equity, in contract or tort ("**Claims**"), which may have arisen, are or may be based upon, or in any way arise out of the facts, acts, conduct, representations, omissions, contracts, Claims, events, causes, matters, issues, or other things occurring at any time on or before the Effective Date of this Agreement and related in any way to the Lease, including without limitation any obligations of OBS with respect to the Lease, including obligations with respect to Section 8 of the Lease (Care of Property).

4. **OBS' Release.** Except for the obligations under this Agreement, OBS, its managers, members, officers, directors, employees, agents, attorneys, insurers, successors, assigns, affiliates and any other parties who may act by or through them, hereby forever releases and discharges Kodiak and its Affiliates from all Claims which may have arisen, are or may be based upon, or in any way arise out of the facts, acts, conduct, representations, omissions, contracts, Claims, events, causes, matters, issues, or other things occurring at any time on or before the Effective Date of this Agreement and related in any way to the Lease.

5. **Assignments.** Each Party represents and warrants to the other Party that it has not and will not assign or otherwise transferred or subrogated any interest in any Claims which are related in any way to the Lease or the subject matter of this Agreement. Each Party agrees to indemnify, defend and hold the other Party harmless from any Claims, expenses and or attorneys' fees incurred by such Party as a result of any person or entity asserting such assignment, transfer or subrogation.

6. **Voluntary Execution.** In executing this Agreement, each Party acknowledges that it has consulted with an attorney. The Parties further agree and covenant that the Parties are signing this Agreement voluntarily, without fraud, duress, or undue influence, and acknowledge that the waivers made in this Agreement are knowing,

conscious, and with full appreciation that the Parties are forever foreclosed from pursuing any of the rights so waived.

7. **Confidentiality.** Each Party agrees not to directly or indirectly disclose or authorize the disclosure of the terms and conditions of this Agreement and will keep all information relative to this Agreement strictly confidential, except to the extent that disclosure is required by law, by subpoena, or in order to perform their respective obligations under this Agreement. Notwithstanding the foregoing, either Party may communicate as necessary with their Affiliates.

8. **Entire Agreement.** This Agreement contains the entire understanding among the Parties and supersedes any prior agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the Parties bound by such modification or amendment.

9. **Review of Agreement.** This Agreement has been submitted to the scrutiny of the Parties and each party has had the opportunity to consult their respective legal counsel, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its being drafted by or for one of the Parties.

10. **Right, Power and Authority.** The Parties warrant to each other that they have the right, power and authority to execute and enter into this Agreement, and to perform their duties and obligations under this Agreement in accordance with its terms, conditions and provisions.

11. **Effect.** This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement, together with their heirs, executors, administrators, successors, and all persons now or hereafter holding or having all or any part of the interest of a Party hereto.

12. **Attorneys' Fees.** In the event of any action between the Parties hereto to enforce any of the terms of this Agreement or any other agreement relating to or arising out of or pertaining to this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection with such lawsuit or legal proceeding, including, without limitation, reasonable attorneys' fees and costs.

13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alaska.

14. **Severability.** In the event any provision of this Agreement is held invalid, all remaining provisions shall continue in full force and effect.

15. **Counterparts and Facsimile Transmission.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument. Electronic transmissions of any signed original document, or transmission of any signed facsimile document, shall be the same as delivery of an executed original. At the request of any of the Parties, the Parties will confirm facsimile transmission signatures by signing and delivering an original document.

(Remainder of Page Intentionally Left Blank – Signature Page to Follow)

[Signature Page – Settlement Agreement and Release]

Effective as of the date first written above.

OCEAN BEAUTY SEAFOODS LLC

CITY OF KODIAK

By: _____

Tony Ross

Its: Secretary and CFO

By: _____

Its: City Manager

Date: _____

Date: _____