

**City of Kodiak Special Council Meeting Agenda for January 16, 2014**  
**7:30 p.m., at the Borough Conference Room, 710 Mill Bay Road (Room 121)**

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<b>I. Call to Order/Roll Call</b>	
Pledge of Allegiance/Invocation	
<b>II. Previous Minutes</b>	
Approval of Minutes of the December 12, 2013, Regular Council Meeting and December 10 and December 19, 2013, Special Meetings.....	1
<b>III. Persons to Be Heard</b>	
a. Public Hearing on Report of Demolished Building at 1118 Mission Road.....	16
b. Public Comments (limited to 3 minutes) (486-3231)	
<b>IV. Unfinished Business</b>	
None	
<b>V. New Business</b>	
a. First Reading, Ordinance No. 1314, Authorizing Lease No. 211696 Between the City of Kodiak and ACS of the Northland, Inc. for Pillar Mountain Communication Site No. 10.....	20
b. Resolution No. 2014-02, Rescinding Resolution No. 06-27, Which Authorized the Future Use of the Downtown Restroom/Police Substation by the Kodiak Maritime Museum for Their Peggy Dyson Exhibit .....	30
c. Resolution No. 2014-03, Adopting a Policy for Use by the Mayor and Council Members of City-Issued Ipads .....	36
d. Resolution No. 2014-04, Expressing Strong Support for Governor Parnell’s Proposal to Appropriate \$3 Billion From the Constitutional Budget Reserve Into the Alaska Retirement Funds in 2015 .....	44
e. Resolution No. 2014-05, Authorizing the Subletting of the Right to Manage and Operate the Leased Premises Under the Lease of Pillar Mountain Communications Site No. 11 From an AT&T Subsidiary to CCATT, LLC .....	48
f. Authorization of Assessment for the Demolition Costs at 1118 Mission Road and Recording of a Lien Against the Property .....	54
g. Authorization of Trident Basin Fuel Facility and Pipeline Easement Agreement.....	100
h. Authorization of Clerk’s Employment Agreement.....	112
<b>VI. Staff Reports</b>	
a. City Manager	
b. City Clerk	
<b>VII. Mayor’s Comments</b>	
<b>VIII. Council Comments</b>	
<b>IX. Audience Comments (limited to 3 minutes) (486-3231)</b>	

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**MINUTES OF THE SPECIAL COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD TUESDAY, DECEMBER 10, 2013  
IN THE BOROUGH CONFERENCE ROOM**

**I. MEETING CALLED TO ORDER**

Mayor Pat Branson called the meeting to order at 11:03 p.m. Councilmembers Randall C. Bisop, Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia and Richard H. Walker were present and constituted a quorum. Councilmember John B. Whiddon was absent. City Manager Aimée Kniazowski and City Clerk Debra L. Marlar were also present.

**II. PUBLIC COMMENTS**

None

**III. EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER RELATED TO THE CITY MANAGER**

The City Manager called a special meeting for an executive session to discuss a personnel matter.

Councilmember Haines MOVED to enter into executive session.

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

The Council entered into Executive Session at 11:04 p.m.

The regular meeting reconvened at 11:55 p.m.

**IV. ADJOURNMENT**

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 11:55 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:

<b>DRAFT</b>
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**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, DECEMBER 12, 2013  
IN THE BOROUGH ASSEMBLY CHAMBERS**

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Assistant Clerk Catherine Perkins were also present.

After the Pledge of Allegiance, Salvation Army Sergeant Major Dave Blacketer gave the invocation.

**II. PREVIOUS MINUTES**

Councilmember Whiddon MOVED to approve the minutes of the October 24, 2013, regular meeting as presented.

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

**III. PERSONS TO BE HEARD**

**a. Oath of Office to Chief of Police Ronda Wallace**

The City Clerk administered the oath of office to Chief of Police Rhonda Wallace. Former Chief of Police T.C. Kamai presented Chief Wallace with the insignia patch.

**b. Public Comments**

**Lawrence Anderson**, Senior Citizens of Kodiak, gave an update on the organization's services and accomplishments. He said the Senior Center received national accreditation in October for the third time and said they are the only Senior Center in the state to do so.

**Trevor Brown**, director of the Chamber of Commerce, thanked the Council for their continued support.

**IV. UNFINISHED BUSINESS**

**a. Second Reading and Public Hearing, Ordinance No. 1312, Authorizing the City to Enter Into a Memorandum of Agreement With the State of Alaska, Department of Transportation and Public Facilities Regarding the Kodiak Ferry Terminal and Dock Improvements**

Mayor Branson read Ordinance No. 1312 by title. Several years ago Congress authorized funding for the planning, design and construction of an Alaska Marine Highway System

(AMHS) terminal in Kodiak. The dock will be a component of the National Highway System. The State Department of Transportation and Public Facilities (DOT&PF) is responsible for planning design and construction of a new dock at Pier I. Engineering is essentially complete, and construction is anticipated for 2014 and is estimated to cost \$14.3 million. When complete, the dock becomes the property of the City of Kodiak. DOT&PF requires the City to enter into a memorandum of agreement, which covers the terms, scope, design, construction, ownership, right-of-way, operations, and maintenance obligations for the life of the facility – about 30 years. DOT&PF asserts that the City Council must approve the MOA before the State will award construction contracts.

Councilmember Walker MOVED to adopt Ordinance No. 1312.

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

Councilmember Haines MOVED to amend Section 1 of Ordinance No. 1312 by inserting the words “revised December 12, 2013” between the words “MOA” and “hereby” in the first line and to substitute the previous MOA with the MOA revised December 12, 2013.

The roll call vote on the amendment was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The amendment passed.

The roll call vote on the main motion was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The motion passed.

**b. Second Reading and Public Hearing, Ordinance No. 1313, Enacting Kodiak City Code 18.32.115, Park Closure, to Designate Hours When Parks Are Closed to the Public**

Mayor Branson read Ordinance No. 1313 by title. City staff and the Parks and Recreation Advisory Board have recommended that Council establish open and closing hours for the many large and small parks the City owns. At this time, none of these parks are governed with opened and closed park hours. While City Code exists for noise complaints and curfew hours, KPD cannot ask a person to vacate a public place, like a park, without codified hours. Furthermore, the Parks Department cannot staff the facilities in a responsible manner without fixed hours of operation for some of the parks in its care. The opportunity for vandalism and other acts harmful to the public’s interest increases later in the evening. The value of the improvements on the parks with fields and playgrounds exceed \$10 million and are vulnerable to vandalism. The most significant act of vandalism resulted in approximately \$1 million in damage to the ice rink last summer.

Councilmember Bishop MOVED to adopt Ordinance No. 1313.

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

Councilmember Haines MOVED to amend Section 1 (a) of Ordinance No. 1313 by inserting the word “City” between the words “all” and “parks” and by striking the following words: “including parks located outside the city.”

The roll call on the first amendment was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The amendment passed.

Councilmember Davidson MOVED to amend Section 1(a)(1) of Ordinance No. 1313 by striking “11 p.m.” and inserting “midnight,” striking the words “each day in the months of” and inserting the word “from,” striking “May” and inserting “April 15,” striking “August” and inserting “September 15,” and in Section 1(a)(2), striking the words “each day in the months of,” and inserting the word “from,” and inserting “16” after the word September, and “14” after the word April.

The roll call vote on the second amendment was Councilmembers Davidson, Haines, Saravia, in favor and Councilmembers Bishop, Walker, and Whiddon opposed. Mayor Branson broke the tie and voted in favor. The amendment passed.

The roll call vote on the amended main motion was Councilmembers Davidson, Haines, Saravia, and Whiddon in favor and Councilmembers Bishop and Walker opposed. The motion passed.

**c. Authorization of FY2014 Chamber of Commerce Economic Development Agreement**

The City contracts with the Kodiak Chamber of Commerce for economic development activities. The Chamber’s Economic Development Specialist (EDS) position is funded by both the City and the Borough through similar contracts. City officials have had ongoing discussions about the scope of work for the EDS agreement and, based on recent discussions with the Chamber of Commerce’s Executive Committee, are willing to approve the attached contract for FY2014 retroactive to July 1, 2013.

Councilmember Haines MOVED to amend by substituting the FY2014 Economic Development Agreement postponed at the June 27, 2013, regular meeting with the FY2014 Economic Development Agreement No. 211484 in the amount of \$43,000, with funds coming from the General Fund, Non-Departmental, Administration, Contributions account and authorize the City Manager to sign this agreement on behalf of the City.

The roll call vote on the amendment was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The amendment passed.

The roll call vote on the main motion was Councilmembers Bishop, Davidson, Haines, Saravia, Walker, and Whiddon in favor. The motion passed.

**V. NEW BUSINESS**

**a. Resolution No. 2013–30, Adopting the FY2015 State Capital Improvements Project List**

Mayor Branson read Resolution No. 2013–30 by title. Following the work session discussion between Senator Gary Stevens, Representative Alan Austerman, and the City Council on October 8, 2013, Council indicated support for the proposed list of state capital funding priorities for FY2015.

Councilmember Walker MOVED to adopt Resolution 2013–30.

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

**b. Resolution No. 2013–31, Accepting a 2013 State Homeland Security Program Grant**

Mayor Branson read Resolution No. 2013–31 by title. The City has been awarded a State Homeland Security Program Grant to provide funding assistance to the City and, through the City, to Providence Kodiak Island Medical Center to participate in the state’s Alaska Shield 2014 exercise. The exercise is one of many being conducted statewide as required every three years by the Homeland Security Exercise and Evaluation Plan.

Councilmember Bishop MOVED to adopt Resolution 2013–31.

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

**c. Resolution No. 2013–32, Appropriating Funds to Purchase a Vehicle for Use by the City Manager and Authorizing a Bid Award**

Mayor Branson read Resolution No. 2013–32 by title. The City Manager’s office has not had a City supplied vehicle for many years. During contract negotiations between the Manager and Council, the Manager was directed to acquire an all-wheel or 4-wheel drive vehicle for her use. The Public Works Department looked at various types of vehicles that were suitable and recommended a bid for a Ford Escape.

Councilmember Haines MOVED to adopt Resolution No. 2013-32.

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

**d. Resolution No. 2013–33, Authorizing the Issuance of a Permit to the Fil-Am Association of Kodiak for the Use of Public Property for Fundraiser Activities**

Mayor Branson read Resolution No. 2013–33 by title. The Filipino-American Association of Kodiak requested the use of the Teen Center three days a week for two hours from December 17, 2013, through January 30, 2014, to host Zumba (combination of aerobics and dance type exercises) classes. One hundred percent of the fees for services rendered and any donations received by the Filipino-American Association at those activities will be sent to the Philippine Red Cross or the Samaritan’s Purse organization to assist those affected by the tragic storm event this past month.

Councilmember Davidson MOVED to adopt Resolution No. 2013–33.

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



**e. Authorization of Amendment No. 5 to the Professional Services Agreement with Cornerstone General Contractors, Inc. for Balance of Construction Work for New Library, Project No. 6012**

The City Council has previously authorized four amendments to Cornerstone General Contractors, Inc. to construct the new library. This action awards Amendment No. 5 to increase the amount of the GMP (Guaranteed Maximum Price) to account for increases in the allowances including other owner controlled elements during construction.

Councilmember Haines MOVED to authorize Amendment No.5 to the professional services contract with Cornerstone General Contractors, Inc. for the new library, to increase the guaranteed maximum price (GMP) by \$91,595, with funds coming from the Building Improvement Fund, New Library Project, Project No. 6012.

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

**f. Authorization of Amendment No. 5 to the Professional Services Contract for Construction Administration Services for Pier III Replacement, Project No. 8024/11-07**

PND Engineers Inc. submitted a proposal for construction phase engineering services for the PIER III Replacement project. This amendment would provide material procurement; PND will provide construction phase services including construction administration tasks and assistance in long lead material procurement. PND will assist with the procurement and quality assurance of long lead construction materials including pipe and sheet pile and major steel framing members.

Councilmember Davidson MOVED to authorize Amendment No. 5 to the Professional Services contract with PND Engineers for construction phase engineering Services associated with Pier III Replacement in the amount of \$996,021, with funds coming from the Pier III project, Project No. 8024/11-07 and authorize the City Manager to execute the documents on behalf of the City.

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

**g. Authorization of Amendment No. 1 to the Professional Services Contract for Pier III Project Management Through Construction, Project No. 8024/11-07**

The Pier III replacement project is nearing design completion and is moving into construction. Roe Sturgulewski of RISE Alaska, now known as ARCADIS, has submitted a proposal to complete project management services through construction from December 2013 to summer 2015.

Councilmember Davidson MOVED to authorize Amendment No. 1 to the professional services contract with RISE Alaska (ARCADIS) for project management services for the Pier III project through the end of construction on a time and expense basis in an amount not to exceed \$398,868 with funds coming from the Pier III Project, Project No. 8024/11-07 and authorizing the City Manager to execute the agreement on behalf of the City.

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

**h. Authorization of Change Order No. 5 for Shelikof Street Pedestrian Improvement Project, Project No. 13-10/8016**

The Shelikof Street Pedestrian Improvement project is now complete. During the course of construction a rock slide occurred that caused the project major delays and additional costs. Change Order No. 5 is for work performed by Brechan Enterprises to support the emergency engineering and construction services for the repair work to the slide area, which was approved by Council on June 13, 2013. The additional work performed includes labor, materials, and equipment for the shotcrete repair and traffic control. All of the work associated with this change order is additional work and was contemplated at the time of the slide but was not quantifiable due to the needed response, short time constraints, and uncertainty of the duration of the work. Brechan Enterprises performed the additional work successfully and has completed the project with the least possible impact to the processors and general public. The change order also includes additional work requested to correct problems encountered on the project prior to the slide.

Councilmember Whiddon MOVED to authorize Change Order No. 5 for the Shelikof Street Pedestrian Improvement Project, Project No. 13-10/8016, to Brechan Enterprises in the amount of \$245,623.91, with \$162,623.91 coming from Harbor Pedestrian Improvement Project No. 13-10/8016 and the remaining \$83,000 to be included in the next supplemental budget ordinance from the General Fund Fund Balance.

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

**i. Authorization of Purchase of Replacement Chlorine Storage Tanks, Project No. 030/11-08**

The City's water treatment process uses a chlorine solution that is generated on site. This product is stored for use in a chlorine storage tank. The existing 3,000 gallon fiberglass storage tank is deteriorating and must be replaced. Public Works and Utilities looked at several options and are recommending the replacement of the existing tank with two smaller polyethylene tanks that will allow the same storage capacity. Whitney Equipment Company provided a quote for two 1,500 gallon tanks and fittings that will fit within the existing limited space.

Councilmember Haines MOVED to authorize the purchase of the replacement chlorine storage tanks, Project No. 7030/11-08, and the Whitney Equipment Company quote in an amount not to exceed \$45,000, with funds coming from the Water Capital Improvement Fund, Project No. 7030/11-08 and authorize the City Manager to execute the documents for the City.

Councilmember Bishop MOVED to postpone the vote on the motion until a future meeting to be determined by the City Manager.

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

**j. Scheduling of Public Hearing for Report on Demolished Building**

Staff worked with the City Attorney to follow the process required by the Uniform Code for the Abatement of Dangerous Buildings (Uniform Code) to demolish the abandoned building that previously occupied the property at 1118 Mission Road. It was necessary for the City to demolish the abandoned building, because it had deteriorated over the years and had become a serious hazard. The property owner did not respond to numerous requests from the City to resolve the matter. A public hearing is required before the City may assess a charge against the property for the demolition expenses and to provide the public with the opportunity to protest or object to the demolition report. The process mandated by the Uniform Code to demolish the building required that the Public Works Director keep an itemized account of the expense incurred by the City for the cost of the demolition, which totals \$27,271.70.

Councilmember Haines MOVED to schedule a public hearing at the first regular or special meeting in January regarding the demolition of the building at 1118 Mission Road.

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

**k. Advisory Board Appointments**

Several seats expired on various City advisory boards at the end of December. Except for the Personnel Board, whose members are appointed by the Council, and the Employee Advisory Board, whose members are elected by City employees, members of advisory boards are appointed by the Mayor and confirmed by the Council.

Mayor Branson appointed Marcus Dunbar, Amy Fogle, Ryan Murdock, and Natasha Hayden to regular seats on the Parks and Recreation Advisory Board, with terms ending December 31, 2016, and Jermiah Gardner to the Alternate No. 1 seat on the Parks and Recreation Advisory Board, with the term ending December 31, 2014; Skip Bolton and David Gentry to regular seats on the Port and Harbors Advisory Board, with terms ending December 31, 2016; Stosh Anderson to the Alternate No.1 seat and Ed Cross to the Alternate No. 2 seat with terms ending December 31, 2014.

Councilmember Haines MOVED to appoint Curtis Law and Patricia Olsen to the Personnel Board for terms ending December 31, 2015, recommend Patricia Olsen for appointment to the three-year City seat on the Planning and Zoning Commission; and confirm the Mayoral advisory board appointments to the Parks and Recreation and Port and Harbors Advisory Boards as stated.

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

**l. Election of Deputy Mayor**

Under the provisions of City Charter Article II, Section 2, the City Council shall elect one of its members as Deputy Mayor no sooner than thirty days, nor more than sixty days, from the beginning of the newly-elected Councilmembers' terms. The Deputy Mayor serves a one-year

term and acts as Mayor in the Mayor's absence. If a vacancy occurs in the office of Mayor, the Deputy Mayor serves until another Mayor is elected by the Council.

Councilmember Bishop MOVED to elect Gabriel Saravia as Deputy Mayor for a one-year term.

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

## **VI. STAFF REPORTS**

### **a. City Manager**

Manager Kniazowski thanked the City Council for authorization of a City Vehicle for her use. She gave an update on the Federal Subsistence Board's review of the process and criteria used to determine rural subsistence status. She congratulated and welcomed Chief Rhonda Wallace and Library Director Katie Baxter and reported that the library grand opening was an enormous success with over 400 people and many dignitaries attending. She thanked Barbara Rudio for her help with the library as well as City staff and project managers. She also thanked IT Administrator Lee Peterson for his help getting the library finished.

She reported on her attendance at AML and AMMA. She offered condolences to family of Fairbanks Chief of Staff Pat Cole. She gave an update on the Aleutian Homes Water and Sewer Replacement project and reported the City did receive funding for the municipal matching grant program for the Monashka Pumphouse and Aleutian Homes projects. She also reported the Public Works Department was awarded the Alaska Water Systems of the Year Award and thanked Mark Kozak, Hap Heiberg, and staff for their hard work. She reviewed her upcoming travel schedule and wished everyone a happy and safe holiday season.

### **b. City Clerk**

City Clerk Marlar discussed the upcoming meeting schedule with the Council and informed the public of the next scheduled Council work session and regular meeting.

## **VII. MAYOR'S COMMENTS**

Mayor Branson thanked everyone who applied for Advisory Boards and congratulated Chief Wallace. She also welcomed and congratulated Library Director Baxter and said the library grand opening was a great success. She said she was very pleased with the capital budget and thanked Mark Kozak for his work. She congratulated Hap Heiberg on the Alaska Water Systems of the Year Award and gave an update on the Downtown Revitalization Committee. She wished everyone a happy and safe holiday season.

## **VIII. COUNCIL COMMENTS**

Councilmember Walker wished his family, friends, and City staff happy holidays.

Councilmember Haines welcomed Chief Wallace and Library Director Baxter. He said he is glad the library project is finished, and he congratulated KPLA on their success. He also reminded the public that is dark out and encouraged the public to drive safely.

Councilmember Davidson welcomed Chief Wallace and Library Director Baxter. He wished Levi Thomet good luck at the Cross Country National Championships in San Diego. He wished everyone happy holidays.

Councilmember Whiddon thanked Library Director Baxter for the personal tour and welcomed Chief Wallace. He congratulated Deputy Mayor Saravia and thanked his fellow Councilmembers for a great year. He wished City staff and the public a merry Christmas and happy holidays.

Councilmember Bishop congratulated Chief Wallace and welcomed Library Director Baxter. He said he was able to attend the library grand opening and hopes the public enjoys the new library. He reported on his attendance at AML and thanked the Alaska Cabaret, Hotel, and Restaurant & Retailer's Association (CHARR) for sponsoring free taxicab rides on New Year's Eve and encouraged the public to not drink and drive. He wished everyone a happy holiday and safe new year.

Councilmember Saravia thanked the Council for electing him Deputy Mayor. He said it is a pleasure to work with everyone and is glad they all have different points of view. He congratulated Chief Wallace and Library Director Baxter and said the library is a great facility. He wished everyone a happy Christmas and New Years.

## **IX. AUDIENCE COMMENTS**

None

## **X. EXECUTIVE SESSION**

### **a. Review of Draft Horizon Lines Contracts**

Councilmember Davidson MOVED to enter into executive session pursuant to AS 44.62.310(c)(1) to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City, specifically the negotiation of new contracts with Horizon Lines.

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

The Council entered into executive session at 9:10 p.m. The regular meeting reconvened at 11:04 p.m. The Council took no action.

### **b. Clerk's Annual Performance and Contract Review**

Annually, the City Council reviews the performance of the City Clerk. In accordance with the Open Meetings Act, the City Clerk does not object to the evaluation being done in executive session.

Councilmember Whiddon MOVED to enter into executive session, as authorized by Kodiak City Code Section 2.04.100(b)(2), to conduct the City Clerk’s annual performance evaluation.

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

The Council entered into executive session at 11:10 p.m. The regular meeting reconvened at 11:34 p.m. The Council took no action.

**XI. ADJOURNMENT**

Councilmember Haines MOVED to adjourn the meeting.

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

The meeting adjourned at 11:35 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:



**MINUTES OF THE SPECIAL COUNCIL MEETING  
OF THE CITY OF KODIAK  
HELD THURSDAY, DECEMBER 19, 2013  
IN THE BOROUGH CONFERENCE ROOM**

**I. MEETING CALLED TO ORDER**

Mayor Pat Branson called the meeting to order at 7 p.m. Councilmembers Randall C. Bishop, Terry J. Haines, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmembers Charles E. Davidson and Gabriel T. Saravia were absent. City Clerk Debra L. Marlar was also present.

**II. PUBLIC COMMENTS**

None

**III. EXECUTIVE SESSION**

**a. Review of Draft Horizon Lines Contracts**

The City Council called a special meeting for an executive session to review the draft Horizon Lines contracts.

Councilmember Haines MOVED to enter into executive session.

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

The Council entered into Executive Session at 7:05 p.m.

The regular meeting reconvened at 8:18 p.m.

**b. Review of Clerk's Employment Agreement**

The City Council called an executive session to review the Clerk's employment agreement. The City Council conducted the annual performance review of the City Clerk at the December 12, 2013, regular meeting and gave direction regarding the Clerk's draft employment agreement.

Councilmember Whiddon MOVED to enter into executive session, as authorized by Kodiak City Code Section 2.04.100(b)(2), to review the City Clerk's employment agreement.

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

The Council entered into Executive Session at 8:18 p.m.

The regular meeting reconvened at 8:38 p.m.

**IV. ADJOURNMENT**

Councilmember Whiddon MOVED to adjourn the meeting.

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

The meeting adjourned at 8:38 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:



## **PERSONS TO BE HEARD**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniazowski, *AK* City Manager and Debra Marlar, *DM* City Clerk

**Through:** Mark Kozak, Public Works Director

**Date:** January 16, 2014

**Agenda Item:** III. a. Public Hearing on Report of Demolished Building at 1118 Mission Road

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**SUMMARY:** Staff worked with the City Attorney to follow the process required by the Uniform Code for the Abatement of Dangerous Buildings (Uniform Code) to demolish the abandoned building that was previously located on the property at 1118 Mission Road. It was necessary for the City to demolish the abandoned building because it had deteriorated over the years and had become a serious hazard. The property owner did not respond to numerous requests from the City to resolve the matter.

The process mandated by the Uniform Code to demolish the building required that the Public Works Director keep an itemized account of the expense incurred by the City for the cost of the demolition, which totals \$27,271.70. The Public Works Director's report and itemized expense list are included in the Council packet under New Business item V. f.

Before an assessment may be recorded, the Council must be presented with the Public Works Director's report and hold a public hearing to provide the public with the opportunity to protest or object to the demolition report.

Prior to the public hearing, the Clerk posted the public hearing notification in the newspaper and sent notification to the owner of the property in accordance with Uniform Code requirements.

**ATTACHMENTS:**

Attachment A: Public Hearing Notice

Attachment B: Certified Letter Sent to Property Owner



### NOTICE OF PUBLIC HEARING

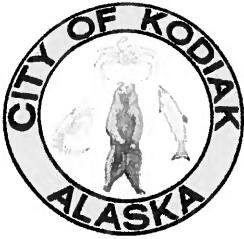
Pursuant to Section 701.3 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the City of Kodiak (“City”) has caused the demolition and removal of a dangerous building located on property described as:

Lot 2, Paul’s Subdivision, United States Survey 1681 according to Plat 40-1, and Lot 2, Block 35A, East Addition to the Townsite of Kodiak, United States Survey 2548B, according to Plat 86-6, both located in the Kodiak Recording District, Third Judicial District, State of Alaska,

With the street address of 1118 Mission Road, Kodiak, Alaska.

There has been filed with the City Clerk a report from the City Public Works Director of the work done, and the itemized cost of the work. The City Council will hold a public hearing on the report at 7:30 p.m. on Thursday, January 16, 2014, in the Kodiak Island Borough Conference Room at 710 Mill Bay Road, Kodiak Alaska. Any person interested in or affected by the cost of the work may file a written protest, describing the property in which the person is interested and the grounds of such protest, with the City Clerk at the address above at any time prior to the time set for the hearing. At the hearing, the City Council will hear and pass upon the report together with any protests. If the Council confirms the charge for the cost of the work, it shall assess the charge against the property described above and thereafter the charge shall be a special assessment and a lien upon the property.

DATED this 3rd day of January 2014.  
Debra Marlar, City Clerk



## Office of the City Clerk

710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

### Notice of Public Hearing—Assessment for Abatement of Dangerous Building

Via Regular and Certified Mail: 7008 1140 0004 5850 5138

December 23, 2013

Dolores Kairiuak aka Dolores Kairaiuak  
7837 Blackberry St.  
Anchorage, AK 99502

Dear Ms. Kairiuak aka Kairaiuak

Pursuant to Section 701.3 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the City of Kodiak ("City") has caused the demolition and removal of a dangerous building located on property described as:

Lot 2, Paul's Subdivision, United States Survey 1681 according to Plat 40-1, and Lot 2, Block 35A, East Addition to the Townsite of Kodiak, United States Survey 2548B, according to Plat 86-6, both located in the Kodiak Recording District, Third Judicial District, State of Alaska,

With the street address of 1118 Mission Road, Kodiak, Alaska ("Property").

There has been filed with the City Clerk a report from the City Public Works Director of the work done, and the itemized cost of the work. **The City Council will hold a public hearing on the report at 7:30 p.m. on January 16, 2014, in the Kodiak Island Borough Conference Room at 710 Mill Bay Road, Kodiak Alaska.** Any person interested in or affected by the cost of the work may file a written protest, describing the property in which the person is interested and the grounds of such protest, with the City Clerk at the address above at any time prior to the time set for the hearing. At the hearing, the City Council will hear and pass upon the report together with any protests. If the Council confirms the charge for the cost of the work, it shall assess the charge against the Property above and thereafter the charge shall be a special assessment and a lien upon the Property.

Sincerely,

A handwritten signature in cursive script that reads "Debra Marlar".


Debra Marlar, MMC  
City Clerk

# **NEW BUSINESS**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniaziowski, City Manager   
**Date:** January 16, 2014

**Agenda Item: V. a. First Reading, Ordinance No. 1314, Authorizing Lease No. 211696 Between the City of Kodiak and ACS of the Northland, Inc. for Pillar Mountain Communication Site No. 10**

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**SUMMARY:** Alaska Communications Systems of the Northland (ACS) (formerly PTI Communications) has maintained a lease for the Pillar Mountain communication Site No. 10 with the City since at least the mid-1990s. ACS wishes to renew the lease for five years with the same terms (Attachment C). Staff recommends Council pass Ordinance No. 1314 in the first reading and advance to the second reading and public hearing at the next regular Council meeting.

**PREVIOUS COUNCIL ACTION:** Council has approved at least three leases with this company and its predecessor, PTI Communications, starting in the mid-1990s. Leases were authorized in 1994, 2001, and 2007.

**DISCUSSION:** The City has leased property on Pillar Mountain at communication Site No. 10 for the past 17 years to ACS and its predecessor company, PTI. The most recent lease expired, and the company wishes to renew the lease for five years from January 1, 2013, through December 31, 2018. ACS will pay \$543.17 per month with a 2.5% annual escalation clause. This rate is based on the results of a communications analysis at the end of 2007 and is consistent with other communication lease site fees. The site will continue to be used as a telephone microwave relay station to ACS customers in Chiniak.

**ALTERNATIVES:**

- 1) Pass No. Ordinance 1314 in the first reading and advance to the second reading at the next regular Council meeting. This is staff's recommendation because it is consistent with other communication site leases and it provides rental income to the City and telephone services to neighboring Chiniak.
- 2) Amend or fail to pass the ordinance, which is not recommended, because the City would limit its General Fund income, possibly impact telephone services to Chiniak, and would not comply with the stated intent to renew the lease.

**FINANCIAL IMPLICATIONS:** The lease will provide the City with \$6,518.04 in 2014 with a 2.5% per year escalation clause with funds credited to the General Fund. The monetary value of this lease exceeds \$30,000 and is, therefore, subject to the requirements of City Charter, Article V, Section 17, requiring Council to approve the lease by ordinance.

**LEGAL:** The City Attorney reviewed the lease document and drafted the attached ordinance. This lease is required to be adopted by ordinance per the City's Charter, Article V, Section 17, due to value and 90 day cancellation clause identified in Section 2 of the lease document.

**STAFF RECOMMENDATION:** Staff recommends Council pass Ordinance No. 1314 in the first reading and advance to second reading and public hearing at the next regular Council meeting.

**CITY MANAGER'S COMMENTS:** I support the issuance of another five-year lease to ACS. It will provide funds to the City and allow ACS to continue to provide communication services to Chiniak. Therefore, I recommend Council pass Ordinance No. 1314 in the first reading and advance it to second reading and public hearing at the next regular meeting.

**ATTACHMENTS:**

Attachment A: Ordinance No. 1314

Attachment B: Lease No. 211696

Attachment C: ACS of the Northland's request dated 10/25/13 to enter a five-year lease

**PROPOSED MOTION:**

Move to pass Ordinance No. 1314 in the first reading and advance to second reading and public hearing at the next regular Council meeting.

**CITY OF KODIAK  
ORDINANCE NUMBER 1314**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING LEASE NO. 211696 BETWEEN THE CITY OF KODIAK AND ACS OF THE NORTHLAND, INC., FOR PILLAR MOUNTAIN COMMUNICATIONS SITE NO. 10**

WHEREAS, the City owns property on Pillar Mountain known as Pillar Mountain Communications Site No. 10 that it has leased to Alaska Communications Systems, as a microwave antenna site for several years; and

WHEREAS, ACS of the Northland, Inc. dba Alaska Communications Systems (ACS), desires to continue leasing the communications site, and has requested that the City Council authorize the Pillar Mountain Communication Site No. 10 Lease Agreement No. 211696 (“Lease”); and

WHEREAS, it is in the best interest of the City to authorize a lease with ACS that allows for ACS to continue to occupy the Property.

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

**Section 1:** Notwithstanding anything to the contrary in Kodiak City Code Chapter 18.20, the Council of the City of Kodiak hereby authorizes the Lease, which is attached and incorporated by reference, with ACS for a term of five years, January 1, 2014, through December 31, 2018, for the communications site described in the Lease, located on an unsubdivided portion of U.S. Survey 2538 A, Tract B on Pillar Mountain in the City of Kodiak.

**Section 2:** The Lease authorized by this ordinance is subject to the requirements of City Charter Section V-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

\_\_\_\_\_  
DEPUTY MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading:  
Second Reading:  
Effective Date:



**LEASE AGREEMENT NO. 211696  
PILLAR MOUNTAIN LEASE NO. 10  
ACS OF THE NORTHLAND, INC.**

THIS LEASE made this 1st day of January 2014, by and between the **City of Kodiak**, an Alaska municipal corporation, herein referred to as "Lessor," and **ACS of the Northland, Inc. dba Alaska Communications System (ACS)**, herein referred to as "Lessee," provides as follows:

**1. Leased Premises.** Upon the terms and conditions herein set forth and subject to the prompt payment and performance by Lessee of each and every sum and other obligation hereinafter referred to, the Lessor does hereby lease, let, and demise to the Lessee, and the Lessee does hereby lease from the Lessor the following described premises:

A portion of land within U.S. Survey 2538A, Tract "B" described as follows:

Commencing at Corner 1, USS Survey 2538, identical with Corner 6, USS 3945 and Corner 11, USS 2537A. THENCE N 36°03'57" W a distance of 353.78 feet along a line common with USS 2538 and USS 3945 to THE TRUE POINT OF BEGINNING.

1. THENCE N 36°03'57" W a distance of 125.00 feet along said line;
2. THENCE S 86°42'47" E a distance of 72.46 feet;
3. THENCE along a tangent curve to the left, central angle 26°30'40", radius 190.00 feet, curve length of 87.91 feet;
4. THENCE S 23°13'28" E a distance of 41.77 feet;
5. THENCE S 53°56'03" W a distance of 125.00 feet to THE TRUE POINT OF BEGINNING

Containing 9,919 square feet.

A copy of said plat of survey is attached hereto and made a part of this Lease. These leased premises are hereinafter referred to as the "Site."

**2. Term.** This Lease shall continue in effect for a period of five (5) years from January 1, 2014 through December 31, 2018, provided, however, that either party shall have the right to cancel this Lease upon ninety (90) days written notice in advance of the date of such cancellation, such notice to be by certified mail sent to the usual mailing address of the party to be notified.

**3. Rental.** Lessee agrees to pay as and for rent the sum of FIVE HUNDRED FORTY-THREE DOLLARS AND SEVENTEEN CENTS (\$543.17) per month in monthly installments which fall due on the first of each calendar month for the first year of the Lease term and according to the following schedule for the remaining four years.

YEAR	RENTAL
2	102.5% of Year 1
3	105.0% of Year 1
4	107.5% of Year 1
5	110.0% of Year 1

**4. Conditions of Lease.** The Site shall be used solely as a telephone microwave relay station to customers located in Chiniak, Alaska.

**5. Improvements.** Lessor shall have the right to make additions, alterations, or improvements to the Site, which will not impede Lessee's access to or use of the Site. Any improvements constructed by Lessee shall be consistent with the limited use of the Site authorized by this Lease and shall be constructed at Lessee's sole cost and expense. Upon termination of this Lease, such improvements shall become the property of Lessor or, at Lessor's option, will be removed by Lessee at its sole expense.

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

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

**8. Insurance.** Lessee shall further procure and maintain at its sole expense, and keep in full force and effect, policies of public and property damage liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) for death or bodily injury, or loss sustained by any one person in any one occurrence. Lessor and its officers and employees shall be named as insureds in all such policies, which shall include a clause requiring at least thirty (30) days advance written notice to Lessor by the carrier before any cancellation or non-renewal during the term of this lease. The Lessee shall provide the Lessor with proof of such insurance pursuant to this paragraph prior to the effective date of this Lease and this Lease shall not become effective until and unless such proof is made. Unless otherwise expressly agreed to in writing by the Lessor, all insurance coverage required to be obtained under this paragraph shall be placed with a carrier licensed to do business in the State of Alaska. No insurance coverage required by this Lease shall be obtained pursuant to a "claims made" policy unless, at the time such insurance is procured a "tail" policy covering all insured risks is also obtained.

## **9. Environment**

For purposes of this section:

(a) "Environmental Requirement" shall mean any law, regulation or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA)

and all similar state and local laws, rules, regulations and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation may be amended from time to time.

(b) "Environmental Hazard" shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

(c) "Hazardous Material" shall mean: (1) Any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 et seq.).

(2) Any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 et seq.);

(3) Any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 et seq.).

(4) Any pollutant as defined in the Clean Water Act (33 USC §1251 et seq.).

(5) Gasoline, petroleum or other hydrocarbon products or by-products.

(6) Asbestos.

(7) Any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

(d) "Environmental Liabilities" shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees and reasonable expert fees), arising from or based on environmental contamination or the threat of environmental contamination or noncompliance, or violation of, any Environmental Requirement, and shall include, but not be limited to, liability arising from:

(1) Any governmental action, order, directive, administrative proceeding, or ruling.

(2) Personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources.

(3) Clean-up, remediation, investigation, monitoring, or other response action.

(e) "Environmental Release" shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous Materials into the environment.

(f) At all times during the term of the Lease, Lessee shall conduct its activities at the Site, and shall ensure that any invitee of Lessee conducts its activities at the Site, in strict compliance with all applicable Environmental Requirements.

(g) Notwithstanding any other provision of this Lease, Lessee agrees to indemnify and hold harmless Lessor, Lessor's successors and assigns, and Lessor's present and future officers, directors, employees, and agents, (collectively "Lessor Indemnitees") from and against any and all Environmental Liabilities which Lessor or any or all of the Lessor Indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Lessee or Lessee's activities, or by any invitee of Lessee or by the activities of any invitee of Lessee.

(h) Notwithstanding any other provision of the Lease, Lessor agrees to indemnify and hold harmless Lessee, Lessee's successors and assigns, and Lessee's present and future officers, directors, employees and agents (collectively "Lessee Indemnitees") from and against any and all Environmental Liabilities which Lessee or any of the Lessee Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the

extent caused by or attributable to Lessor or Lessor's activities, or by any invitee of Lessor or by the activities of any invitee of Lessor.

(i) The provisions of Section 9 shall survive termination of the Lease.

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

**11. Operation of Equipment.** In installing, operating, or maintaining any equipment on the Site and in its general management of the Site, the Lessee will act in accordance with applicable laws and regulations and so as not to cause interference with any other radio or television transmitting or receiving equipment whether located on the Site or not. Specifically, the Lessee will install all equipment in accordance with industry standards. The Lessee shall at all times protect from interference all frequencies assigned to the Lessor whether or not such frequencies are in use. The Lessee will not do, attempt, or permit any acts in connection with this Lease, which could be construed as a violation of law. The Lessee will review the Federal Communications Commission's Guidelines for Human Exposure to Radiofrequency Emissions ("Guidelines") and Federal Communications Commission OET Bulletin 65, current edition, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields on a regular basis. The Lessee will post all proper warnings in plain public view and take all reasonable steps to warn the public of a possible hazard of exposure to radiofrequency emissions.

**12. Condition of Site.** The Lessee takes the Site in its present condition and the Lessor shall have no responsibility for its condition, or for any damage suffered by the Lessee or any other person due to such conditions.

**13. Assignment and Subleasing.** Lessee shall not sublease lands or any part thereof leased from the Lessor without prior written permission signed by the city manager and approved by the council. Subleases shall be in writing and be subject to the terms and conditions of the original lease.

**14. Default and Re-Entry.** If Lessee fails to cure any default of the conditions of this Lease within thirty (30) days after written notice thereof by Lessor, or in the event insolvency proceedings should be instituted by or against Lessee, then Lessor may terminate the Lease as of such date and re-enter the Site, and Lessee shall remain liable for the payment of rental to the extent provided by law.

**15. Applicable Law.** Lessee shall, at all times, in its use and occupancy of the Site and in the conduct of its operations thereon, comply with all applicable federal, state, and local laws, ordinances, and regulations.

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

CITY OF KODIAK

ACS OF THE NORTHLAND, INC.

\_\_\_\_\_  
Aimée Kniaziowski, City Manager

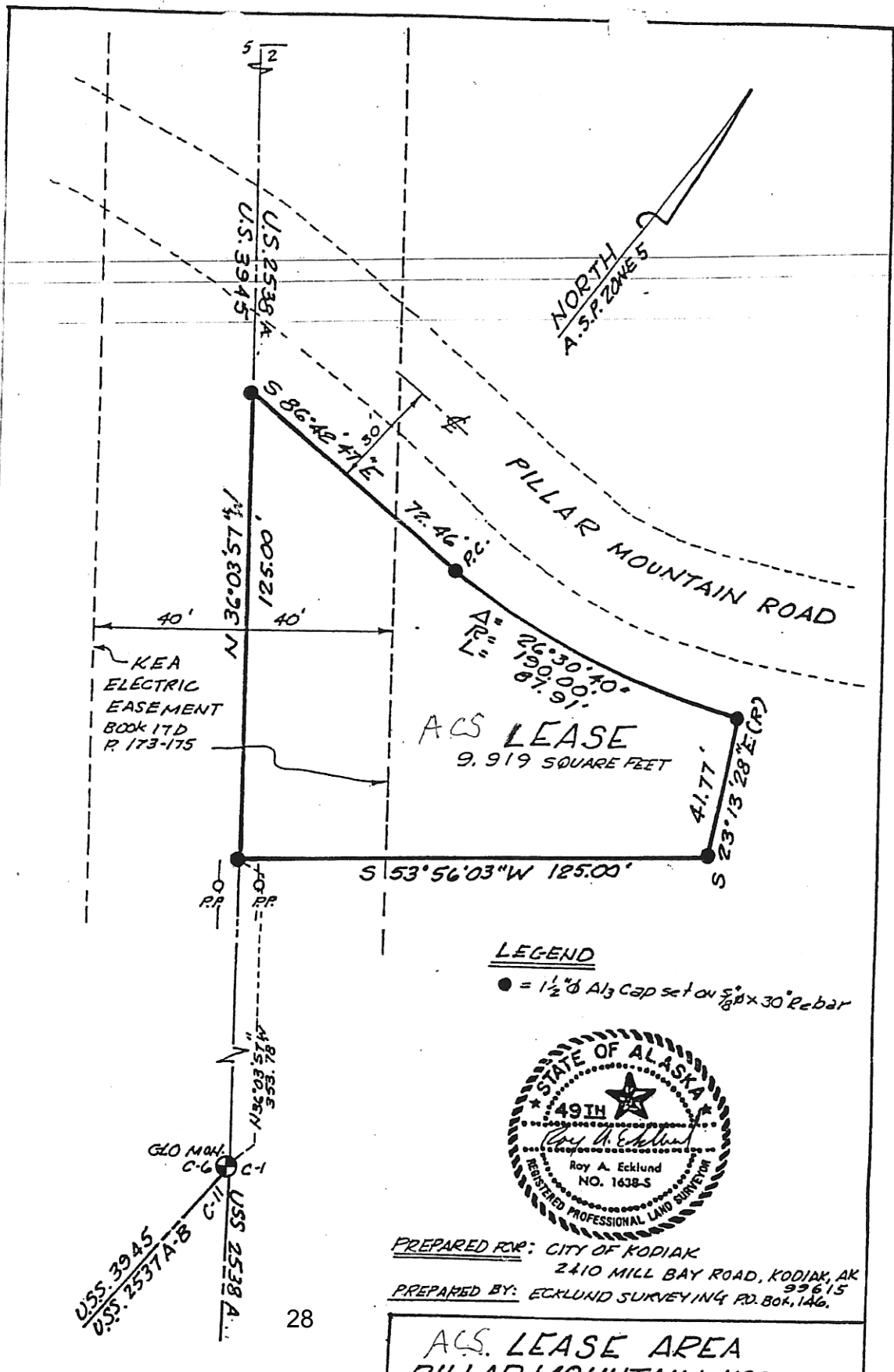
\_\_\_\_\_  
Name  
Title

Attest:

Witness:

\_\_\_\_\_  
Debra L. Marlar, City Clerk

\_\_\_\_\_



U.S. 3945  
U.S. 2537 A-B

GLO. MON. C-6  
C-1  
U.S. 2538 A.  
N 87° 53' 55" E  
125.00

**Kniaziowski, Aimee**

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**From:** Marlar, Debra  
**Sent:** Wednesday, January 08, 2014 12:47 PM  
**To:** Kniaziowski, Aimee  
**Subject:** FW: LN#100130 City of Kodiak - Lease Agreement Pillar Mountain Lease No. 10

**ERMS Folder:** City Records\01 City Clerk\0154 Contracts and Agreements\ACS, Pillar Comm Site 10, 2008-2013\  
**ERMS Time:** 10/25/2013 1:59:00 PM

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**From:** Doty, Gayle L. [<mailto:Gayle.Doty@acsalaska.com>]  
**Sent:** Friday, October 25, 2013 1:54 PM  
**To:** Marlar, Debra  
**Subject:** LN#100130 City of Kodiak - Lease Agreement Pillar Mountain Lease No. 10

Debbie –

Thank you so much for call today regarding our expiring lease. ACS desires to renew this agreement on the same terms as the existing lease.

One thing, we would like the entity name to be: ACS of the Northland, LLC.

Let me know if you need any additional information from me for this to proceed.

Thanks, again.

*Gayle Doty*  
Manager, Real Estate Programs  
907.564.1064 direct  
907.529.9757 mobile  
[gayle.doty@acsalaska.com](mailto:gayle.doty@acsalaska.com)



Customer Service: (800) 808-8083  
[alaskacommunications.com](http://alaskacommunications.com)


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This transmittal may contain confidential information intended solely for the addressee. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error; any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply or by telephone at 907-297-3000 and ask to speak with the message sender. In addition, please immediately delete this message and all attachments. Thank you. Alaska Communications

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniaziowski, City Manager   
**Date:** January 16, 2014

**Agenda Item: V. b. Resolution No. 2014-02, Rescinding Resolution No. 06-27, Which Authorized the Future Use of the Downtown Restroom/Police Substation by the Kodiak Maritime Museum for Their Peggy Dyson Exhibit**

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**SUMMARY:** Adoption of this resolution will rescind a previous resolution from 2006, which provided the Kodiak Maritime Museum (KMM) with an exclusive option to use the office space in the City's former police substation for an interpretive display. Staff supports this request and recommends Council adopt Resolution No. 2014-02.

**PREVIOUS COUNCIL ACTION:** Council adopted Resolution No. 2006-27 on July 27, 2006, which allowed the Kodiak Maritime Museum to locate its planned interpretive Peggy Dyson exhibit in that facility.

**DISCUSSION:** KMM's Executive Director, Toby Sullivan, contacted Mayor Branson back in December to inform the City that KMM was relinquishing its option to use the office space at the small bathroom/former police substation building for its long-planned Peggy Dyson interpretive exhibit. They had been given the option to use the facility back in 2006 as one aspect of their harbor interpretive project.

According to Sullivan, KMM's focus is now on another interpretive project, the Thelma C, and they do not have the capacity to do both projects. Since they are not able to use this building for the foreseeable future, and they know a business would like to lease the office space, they have agreed to relinquish their option for exclusive use of the building.

The Council will have to adopt a new resolution, Resolution No. 2014-02, which rescinds the 2006 resolution that originally provided KMM with the exclusive option to use the building for the Dyson exhibit.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2014-02, which is staff's recommendation, because it supports KMM's recent request and will allow the City to enter into a longer term lease with the company currently using the office that provides Transportation Workers Identification Cards (TWIC) for federally approved access to the harbor and port facilities.



- 2) Amend or fail to pass the resolution, which is not recommended, because the City could be prevented from fully utilizing its facility through a long-term lease, and the KMM no longer requires the space.

**FINANCIAL IMPLICATIONS:** There is no direct financial impact to Council rescinding the resolution from 2006. However, by doing so, the City can renew the lease in that building for a longer term, knowing KMM no longer has a need for it.

**LEGAL:** From time to time, the City rescinds resolutions to reflect changed circumstances.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2014-02 as outlined in this memo.

**CITY MANAGER'S COMMENTS:** I support KMM's request to relinquish their interest in the Harbor bathroom building so they can concentrate on bringing their Thelma C exhibit to completion and make the space available to the City once again. This action will allow the City to enter into a lease with the company currently providing TWIC cards in the same facility.

**ATTACHMENTS:**

- Attachment A: Resolution No. 2014-02
- Attachment B: Letter from KMM, dated 12/11/13
- Attachment C: Resolution No. 2006-27

**PROPOSED MOTION:**

Move to adopt Resolution No. 2014-02.

**CITY OF KODIAK  
RESOLUTION NUMBER 2014-02**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK, RESCINDING RESOLUTION NO. 06-27, WHICH AUTHORIZED THE FUTURE USE OF THE DOWNTOWN RESTROOM/POLICE SUBSTATION BY THE KODIAK MARITIME MUSEUM FOR THEIR PEGGY DYSON EXHIBIT**

WHEREAS, Resolution No. 06-27 authorized the future use of the downtown restroom/police substation by the Kodiak Maritime Museum for their Peggy Dyson exhibit; and

WHEREAS, the Maritime Museum has not used the space for this purpose; and

WHEREAS, the Kodiak Maritime Museum Board of Directors informed the City it is relinquishing its option to use the space for the Peggy Dyson exhibit; and

WHEREAS, another entity desires to lease the space from the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that Resolution No. 06-27 is herewith rescinded.

CITY OF KODIAK

\_\_\_\_\_  
DEPUTY MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Adopted:



## KODIAK MARITIME MUSEUM

PO Box 1876 Kodiak, AK 99615  
907-486-0384

info@kodiakmaritimemuseum.org www.kodiakmaritimemuseum.org

December 11, 2012

Mayor Pat Branson  
City of Kodiak  
710 Mill Bay Road  
Kodiak, AK 99615

Re: Downtown Bathroom Building

Dear Mayor Branson:

The Kodiak Maritime Museum Board of Director's has directed me to inform the City that KMM is relinquishing its option to use the office space in the Harbor Bathroom Building on Marine Way for an interpretive exhibit. The museum has long planned to mount an exhibit there about Peggy Dyson and her weather forecasts to Alaska's mariners, and after some preliminary design work was done by KMM, the Kodiak City Council passed a resolution in 2006 designating the space for that use.

Circumstances change however, and the museum is now fully engaged with the Thelma C Project. While we intend to revisit the Peggy Dyson Exhibit in the future, developing it in the near term is beyond our current institutional capacity. It is our understanding that the City has found another tenant for the space, but we would like to keep the option open to use the space in the future, should that tenant leave.

The museum is grateful to the City for its permission to use the Harbor Bathroom Building space, and we look forward to continuing to work with the City on the Thelma C Project. For your reference, I'm attaching a copy of the 2006 resolution by the City Council signed by Mayor Carolyn Floyd.

Sincerely,

Toby Sullivan  
Executive Director

**CITY OF KODIAK  
RESOLUTION NUMBER 06-27**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING THE FUTURE USE OF THE DOWNTOWN RESTROOM/POLICE SUBSTATION BY THE KODIAK MARITIME MUSEUM FOR THEIR PEGGY DYSON EXHIBIT**

WHEREAS, the Kodiak Maritime Museum (KMM) continues to plan for the Harbor Gateway project, which began with the installation of interpretive signs along Shelikof Avenue; and

WHEREAS, the next goal of the KMM is to work with the City of Kodiak to transform the small City-owned building west of the Harbormaster's Office ("downtown bathroom building") into an attractive exhibit that welcomes visitors to Kodiak and the St. Paul Harbor; and

WHEREAS, the KMM has recently received a final draft of the Interpretive Plan prepared for the Harbor Gateway project; and

WHEREAS, while the KMM works to finalize the Interpretive Plan, their next step is to contract an exhibit planner to create exhibit design drawings and develop a project budget; and

WHEREAS, the KMM will use the design drawings and the project budget to begin a capital campaign to fund the construction of the exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the office area in the small City-owned building west of the Harbormaster's Office ("downtown bathroom building") is reserved for use by the Kodiak Maritime Museum for a Harbor Gateway Project exhibit, preliminarily identified to honor Peggy Dyson.



CITY OF KODIAK

*Carolyn Floyd*  
MAYOR

ATTEST:

*Debra Mankin*  
CITY CLERK


Adopted: July 27, 2006

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager   
**Date:** January 16, 2014

**Agenda Item:** V. c. **Resolution 2014-03, Adopting a Policy for Use by the Mayor and Council Members of City-Issued iPads**

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**SUMMARY:** Electronic communication has become a universal method of business communication. The City's elected officials receive numerous email messages and other electronic communication from staff and community members related to their duties as elected officials. The Mayor and Council are presently using personal equipment to receive and send electronic communication related to City business. This practice presents a liability, because personal equipment may be seized in the event of a records discovery request. Staff recommended that the Council authorize the purchase of iPads for use by the Mayor and City Council, and the Council authorized the purchase of iPads in the FY2014 budget. The attached resolution will formally authorize a policy and procedures by which the City can provide elected officials with iPads to use for City business. Council indicated support for the purchase of iPads or other tablet-type devices and a use policy during the FY2014 budget cycle. Staff researched and developed the attached policy and recommend Council accept it by adopting Resolution No. 2014-03.

**PREVIOUS COUNCIL ACTION:**

- The Council authorized the purchase of City-issued iPads for use by the Mayor and Council members in the FY2014 budget, which was adopted via Ordinance No. 1309.
- The Council reviewed an iPad use policy for elected officials at the December 10, 2013, work session and directed the Clerk to purchase the equipment.

**DISCUSSION:** As mentioned above, the Mayor and Council discussed and budgeted for the purchase of electronic tablet devices in FY2014 to facilitate City business for communication and the exchange of City-related materials. The decision to use City-issued rather than personal or business electronic devices helps reduce liability to the City and elected officials; the use of iPads are now prevalent in this type of communication and can be supported by the City's IT staff; the use of the City iPads maintains the integrity of the City's record retention process; and the use reduces reliance on paper.

The Clerk oversaw the purchase of iPads and is prepared to issue them once the policy has been put into place. The policy and procedures (Attachment B) identifies the overall policy, scope, and procedures for the issuance and operation of the devices by the Mayor and Council. More importantly, it also addresses liability issues and individual user responsibilities.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2014–03, which is staff’s recommendation, because it supports Council’s intent and provides user guidance and addresses areas of liability associated with the use of such devices owned by the City.
- 2) Amend or fail to pass the resolution, which is not recommended, because this would be contrary to Council’s stated direction, and the City has already purchased the iPads and equipment needed to issue the devices to elected officials.

**FINANCIAL IMPLICATIONS:** The FY2014 City budget includes a line item of \$9,450 for the initial purchase of the devices, applications, and supplies. There will be ongoing expenses to maintain and manage the issuance and use of iPads; however, the amount is not known at this time nor is it expected to be excessive. There will be future expenses associated with repair and/or replacement costs as the devices age.

**LEGAL:** The City Attorney wrote Resolution No. 2014–03 and reviewed and finalized the iPad Use Policy.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2014–03 to formally adopt the attached iPad use policy and procedures so the devices can be issued to officials and training can be scheduled.

**CITY MANAGER’S COMMENTS:** I support the use of iPads since we rely so much on electronic communications to conduct City business. Elected officials will reduce liability for themselves and the City if they agree to adopt and follow the prepared policy and procedures. I think this is a good policy that will serve us well and will reduce or remove risks of elected officials using personal or business computers and e-mail accounts. Therefore, I request Council adopt the policy via Resolution 2014–03.

**ATTACHMENTS:**

- Attachment A: Resolution No. 2014–03
- Attachment B: Mayor and City Council iPad Policy

**PROPOSED MOTION:**

Move to adopt Resolution No. 2014–03.

**CITY OF KODIAK  
RESOLUTION NUMBER 2014-03**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK  
ADOPTING A POLICY FOR USE BY THE MAYOR AND COUNCIL  
MEMBERS OF CITY-ISSUED iPADS**

WHEREAS, the City of Kodiak recognizes the benefit of using digital technology for the efficient conduct of City business; and

WHEREAS, the City requires a system to preserve the electronic communications of City elected officials that are public records; and

WHEREAS, the City recognizes the efficiencies and saving of resources that will result from distributing documents to elected City officials in electronic rather than in paper form; and

WHEREAS, distributing City-owned iPads to the Mayor and Council members will support these goals, provided that a policy for the appropriate use of these devices is adopted; and

WHEREAS, the Council finds that the iPad Policy attached hereto establishes appropriate rules for the use by the Mayor and Council members of City-owned iPads.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska:

Section 1. The attached iPad Policy for the use by the Mayor and Council members of City-owned iPads is hereby approved.

Section 2. This resolution shall become effective upon passage and approval.

CITY OF KODIAK

\_\_\_\_\_  
DEPUTY MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Adopted:





CITY OF KODIAK  
710 MILL BAY ROAD, KODIAK, ALASKA 99615

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**CITY OF KODIAK**  
**Mayor and City Council iPad Policy**

**PURPOSE:**

The City of Kodiak recognizes the benefits of utilizing digital communication and information and, therefore, will provide an iPad to the Mayor and each City Council member (“Users”) for use in performing official duties. This policy is to ensure the Users of the iPad acknowledge, understand, and respect the iPad, Internet, and usage philosophy.

**SCOPE:**

This policy applies to all elected officials of the City of Kodiak who are issued an iPad by the City.

**POLICY:**

It is the policy of the City of Kodiak to provide iPad tablets to the City’s elected officials for the duration of their terms. Those in receipt of iPads shall adhere to this policy and procedures to ensure appropriate use and optimum functionality of City issued communication devices. The iPad, Internet, and email access that the City provides to Users are tools for conducting City business. Thus, use of such tools will be primarily for City business related purposes. All of the City’s computer systems, including the iPad, are considered to be public property. iPad, Internet, and email activities will be traceable to the City and will impact the reputation of the City. City-issued iPads shall not be used to send or knowingly download any vulgar, discriminatory, or pornographic content. Users shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts that could expose the City to liability.

**PROCEDURES:**

1. **Receipt of iPad.** The City Clerk, or designated Information Technology (IT) Administrator, will issue to each elected official an iPad that includes appropriate applications for use relating to City business. The City will direct all of its email and other electronic transmissions for a User to the User’s iPad.

2. **Care of iPad.** Users are responsible for the general care of the iPad and case issued by the City. iPads and cases must remain free of any writing, drawing, stickers, or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen.
3. **Software on iPad.** The software and applications installed by the City must remain on the iPad in usable condition and be readily accessible at all times. From time to time, the City may require Users to check in their iPads with the City Clerk or designated IT Administrator to add or upgrade software applications or for periodic updates and syncing. In the event it becomes necessary to restore an iPad to its original condition, the City will not be responsible for the loss of any software or data deleted due to a re-format and re-image.

Any software, email messages, or files downloaded via the Internet into the City system, including a City-issued iPad, become the property of the City and may only be used in ways that are consistent with applicable licenses, trademarks, or copyrights.

The City is the sole licensee of the software included with an iPad. Any copying, modification, merging, or distribution of the software, including written documentation, by the User is prohibited. The User is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections.

A User may not download a file or open an email attachment unless the User knows that the file or attachment comes from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage or breach the security of the City's information systems. A User will be held accountable for any such consequences that result from the User downloading a file or opening an email attachment for a purpose other than City business. If the City provides antivirus software for the iPads, users shall be required to scan attachments before opening, and to download all antivirus software updates as directed.

4. **Life of the iPad.** The technological life of the iPad is estimated at three years; therefore, the iPads will be assessed every three years and, if authorized through the budgeting process, the City will purchase upgraded devices. Replacement or upgrade decisions shall be made by City staff to ensure optimum performance and compatibility at a reasonable cost.
5. **WARNING – NO PRIVACY.** All software and data (including without limitation email, calendars, downloaded files and web browsing history) stored on City-issued

devices are subject to disclosure under State and City public records laws or for litigation purposes, unless a privilege or exception exists that justifies withholding the information.

6. **Representations.** In advocating, advancing, or expressing any individual religious, political, or personal views or opinions, Users must not misrepresent their statements as official City policy unless authorized to do so.
7. **Email Usage for City Business.** A User shall use his or her assigned City email account for all email related to City business. Emails sent or received on a User's City email account are archived and retained by the City. This account shall be synced to the User's individual iPad. A User's personal email box also may be synced to the iPad, but a User either shall conduct all City-related business through the User's City email account, or copy all email related to City business from the User's personal email box to the User's City email account.
8. **Acceptable Use.** The iPad, Internet, and email access that the City provides to Users will be primarily for City business related purposes, such as to review City Council agenda materials and obtain useful information for City-related business. All of the City's computer systems, including the iPad, are considered to be public property. iPad, Internet, and email activities are traceable to the City and can impact the reputation of the City if misused. City-issued iPads shall not be used to send or knowingly download any vulgar, discriminatory, or pornographic content. Users shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts that could expose the City to liability.

City-issued iPads are not to be used for operation of a business for personal gain, sending chain letters, or any other purpose that interferes with normal City business activities. Users shall not use City-issued iPads for any illegal activity.

Except in an emergency, Users shall not use email, instant messaging, text messaging, or similar forms of electronic communications at any time during a meeting of the City Council. Users must be aware that electronic communications among Users may constitute a meeting under the Alaska Open Meetings Act, and shall not conduct such communications in a manner that violates that Act. Users should consult the City Clerk for information regarding Open Meetings Act requirements related to electronic communications.

A User may download and maintain music and applications on the User's iPad; however, the items downloaded and synced to the iPad must be in compliance with Federal copyright laws and shall be acquired at the expense of the User. The City's IT personnel shall not install, work on, or support an application that is not issued by the City. All

applications used in the course of business-related activities shall be secured in conjunction with the IT Department.

9. **Use of Cellular Network.** All usage of a City cellular account, including usage for Internet access through an iPad or other device, is subject to the allowable monthly limits provided under the City's cellular plan. The User shall pay all charges resulting from City cellular account usage in excess of such monthly limits. The User also shall pay all charges for usage of the User's personal cellular account in connection with the iPad.
10. **User Responsibility.** It is the responsibility of the User to ensure the City-provided iPad is kept in a reasonable and safe condition. Should an iPad be accidentally lost, damaged, or stolen, responsibility for replacement shall be as follows:
  - a. First time: City shall repair or replace at no cost to the User.
  - b. Second time: The City shall pay half the cost of repair or replacement and the User shall pay half the cost.
  - c. Third and subsequent time: The User shall be entirely responsible for repair or replacement costs and shall replace the unit within two weeks of the equipment loss.

iPads that are damaged or destroyed through intentional misuse must be repaired or replaced at the User's expense.

11. **Security of the iPad.** The User is responsible for the security of all data stored on the iPad, whether related to City business or otherwise. The User will maintain appropriate password protection for data on the iPad, and will not delete or modify any security features that the City loads on the iPad. A User shall notify the City as soon as possible if the iPad is lost or stolen.
12. **Return of the iPad.** Users shall return their iPad to the City Clerk or designated IT Administrator when the individual's term of service as Mayor or Councilmember has ended. Upon return of the iPad to the City and following the preparation of any appropriate backup files, the iPad will be wiped clean of any and all information, and issued to the User's successor in office.
13. **Compliance with Policy.** The City reserves the right to inspect any and all files stored on iPads that are the property of the City in order to ensure compliance with this policy. Users do not have any personal privacy right in any matter created, received, stored in, or sent from any City-issued iPad, and the IT Administrator is hereby authorized to institute appropriate practices and procedures to ensure compliance with this policy. Any

violation of this policy may result in discipline as deemed appropriate by the balance of the City Council.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

I hereby certify that I have received a written copy of the Mayor and City Council iPad Policy. I have read and fully understand the terms of this policy and agree to abide by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Elected Official's Signature)

\_\_\_\_\_  
(Printed Name)

### **POLICY HISTORY**


**January 2014**

Policy approved by the City Council and adopted by Resolution No. 2014-03.

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager   
**Date:** January 16, 2014

**Agenda Item:** V. d. **Resolution 2014–04, Expressing Strong Support for Governor Parnell’s Proposal to Appropriate \$3 Billion From the Constitutional Budget Reserve Into the Alaska Retirement Funds in 2015**

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**SUMMARY:** The City was contacted by Ray Gillespie, the state lobbyist, and Alaska Municipal League (AML) asking local governments to support Governor Parnell’s budget proposal, which would move \$3 billion from the Constitutional Budget Reserve (CBR) into the state PERS and TRS retirement trust funds to help offset the unfunded liability, which is estimated at \$12 billion. This budget move by the Governor is very beneficial to Kodiak and other local governments in Alaska for multiple reasons as listed below. Staff recommends Council adopt Resolution No. 2014–04 in support of the Governor’s proposal.

**PREVIOUS COUNCIL ACTION:** N/A

**BACKGROUND:** The State of Alaska’s combined unfunded liability of Alaska’s Public Employee Retirement System (PERS) and Teacher Retirement System (TRS) has been growing over the years and has presented a problem for state and local governments. The projected shortfall in June of 2012 was \$11.8 billion and continues to grow. The Governor identified the State’s unfunded pension liability as Alaska’s biggest budget driver, with annual state assistance payments expected to exceed \$1 billion per year without a substantial cash infusion directly into the retirement trust funds. The state assistance payments on behalf of municipalities help offset costs to local governments and their taxpayers. The assistance also provides annual budget predictability.

**DISCUSSION:** The Alaska Municipal League (AML), its members, and the state retirement board have been supportive of a direct payment into the state’s retirement trust funds in order to reduce the unfunded liability estimated to be about \$12 billion. The Governor’s FY2015 budget includes a \$3 billion injection directly into the retirement system from the CBR. This is an action that has widespread support from AML, local governments, and the ARMB board.

Governor Parnell’s plan has multiple benefits. It honors the state’s constitutional obligation to fund the pension plans. It reduces the annual state assistance contributions to local governments to a sustainable \$500 million per year, and it increases the funded status of the PERS and TRS by 10%. It also supports the state’s 2008 commitment to pay employer contribution rates in excess of 22%. This move would reduce pressure on future state and local government budgets, increase future flexibility at a time when

oil production is anticipated to decline, and help solve the problem now when reserves are available rather than passing the problem to future generations of Alaskans.

This is good news for local governments and the retirement system. The City needs to support this initiative, because some legislators may be more comfortable with putting the funds into a reserve fund and not into the retirement trusts directly. That would be risky for the PERS and TRS system because, by its nature, a reserve fund allows flexibility, which gives the state the ability to use the reserve funds for purposes other than funding the retirement system in the future.

This is an important AML initiative and, if Council agrees to adopt the resolution, it will be forwarded to the City's lobbyist, the Kodiak delegation, and to AML for distribution to the legislature when the session begins.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2014-04, which is staff's recommendation, because it expresses City support of the Governor's proposed appropriation into the state retirement funds to help offset the unfunded liability.
- 2) Do not pass the resolution, which is not recommended, because the lack of support to deal with the unfunded liability will continue to cause the shortfall to increase over time.

**FINANCIAL IMPLICATIONS:** There is no direct financial implication to adopting this resolution. Any reduction to the unfunded liability of the retirement funds is a great benefit to the state retirement system. It will also provide a more sustainable level of ongoing state assistance contributions.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2014-04.

**CITY MANAGER'S COMMENTS:** I support the Governor's proposal to infuse the retirement trust funds with \$3 billion from the CBR. It will help the City's PERS contribution rate remain at 22%, which makes financial planning and budgeting much more reliable from year to year. It would not be in our best interest if the legislature placed the \$3 billion into a reserve fund, as the unfunded pension liability would remain unaddressed and the money could be used for other purposes. Therefore, I hope Council will adopt Resolution No. 2014-04.

**ATTACHMENT:**

Attachment A: Resolution No. 2014-04

**PROPOSED MOTION:**

Move to adopt Resolution No. 2014-04.

**CITY OF KODIAK  
RESOLUTION NUMBER 2014-04**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK EXPRESSING STRONG SUPPORT FOR GOVERNOR PARNELL’S PROPOSAL TO APPROPRIATE \$3 BILLION FROM THE CONSTITUTIONAL BUDGET RESERVE INTO THE ALASKA RETIREMENT FUNDS IN 2015**

WHEREAS, the combined unfunded liability of Alaska’s Public Employee’s Retirement System (PERS) and Teacher’s Retirement System (TRS) is \$11.8 billion at June 30, 2012; and

WHEREAS, the funded ration of PERS is 61.3% and TRS is 52.1% at June 30, 2012; and

WHEREAS, the Governor has identified the State’s unfunded pension liability as Alaska’s biggest budget driver, with annual State Assistance payments expected to exceed \$1 billion per year without a substantial cash infusion directly into the retirement trust funds; and

WHEREAS, State Assistance payments on behalf of municipalities provide significant rate relief to local taxpayers, provide budget predictability and stability to local governments, and are crucial to the financial health of Alaska’s municipalities and school districts; and

WHEREAS, Governor Parnell’s plan is in the best interests of the retirement systems, the State of Alaska and its municipalities by honoring Alaska’s constitutional obligations, reducing annual state assistance contributions to a more predictable and sustainable \$500 million per year, increasing the funded status of the PERS and TRS by 10%, honoring the State’s previous commitment to pay employer contribution rates in excess of 22%, allowing for future interest earnings to offset future contribution requirements, reducing pressure on future State and local government budgets, strengthening the credit rating of the State of Alaska and its municipalities, increasing future flexibility at a time when oil production is anticipated to decline, and solving the problem now when reserves are available rather than passing the problem to future generations of Alaskans.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Kodiak, Alaska, expresses strong support for Governor Parnell’s proposed transfer of \$3 billion from the State’s Constitutional Budget Reserve directly into the retirement trust funds.

BE IT FURTHER RESOLVED that the Council of the City of Kodiak, Alaska, expresses concern for any proposal to place the proposed \$3 billion into a Reserve Fund rather than directly into the retirement trust funds. The purpose of a Reserve Fund is to provide future flexibility to allow monies to be used for purposes other than the provision of pension benefits. The existence of the Reserve Fund gives a potentially false assurance that funded levels of the retirement trust funds are adequate to pay pension benefits, thereby reducing required employer contributions into the system. Future tapings of the Reserve Fund, however, would significantly exacerbate the



unfunded liability at a time when Alaska has diminished flexibility to address the problem due to lower oil production and likely lower reserves.

BE IT FURTHER RESOLVED that the Council of the City of Kodiak, Alaska, further expresses strong support for the Governor's proposal to continue to provide \$500 million per year in State Assistance payments on behalf of municipalities and school districts. State Assistance payments should not be further diminished. Any further reduction in State Assistance necessarily extends the amortization of the unfunded liability resulting in local governments and school districts having to pay the 22% (PERS) and 12.56% (TRS) employer contribution rate for many more years than they otherwise would, and significantly shifting costs from the State to its municipalities.

BE IT FURTHER RESOLVED this resolution shall take effect immediately upon adoption.

CITY OF KODIAK

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DEPUTY MAYOR

ATTEST:

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CITY CLERK

Adopted:

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager   
**Date:** January 16, 2014

**Agenda Item:** V. e. **Resolution No. 2014–05, Authorizing the Subletting of the Right to Manage and Operate the Leased Premises Under the Lease of Pillar Mountain Communications Site No. 11 From an AT&T Subsidiary to CCATT, LLC**

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**SUMMARY:** The City has a current lease for Pillar Mountain Communication Site No. 11 with AT&T. AT&T sent two letters to the City requesting consideration to transfer the lease from AT&T to Crown Castle International, an affiliate of AT&T, for the management and operation of the tower site. The transfer or sublease is allowed under the terms of the lease, and Council can approve the change by adopting Resolution No. 2014–05.

**PREVIOUS COUNCIL ACTION:** Council authorized the lease with AT&T in December 2009 and it became effective on January 1, 2010.

**DISCUSSION:** The City entered into a lease with AT&T on January 1, 2010, for a communication site (Pillar Mountain Communication Site No. 11). The site is used to support AT&T's communication services in Kodiak. In October and again in December, the City was contacted by AT&T stating that they planned to step away from cell tower management and intended to sublet most of the management and operations of their cell towers to a separate tower management company. The correspondence indicated that AT&T would assign the lease to one of its subsidiaries, and the subsidiary will sublease management rights and responsibilities to a subsidiary of Castle Crown known as CCATT, LLC.

Staff reviewed the lease and consulted with the City Attorney. He advised that Section 13(C) of the existing lease permits the lessee to assign the lease to another subsidiary without the consent of the City. Section 13 (A) of the lease and KCC 18.20.230 require Council approval of the proposed sublease. Therefore, staff requests that Council approve this transaction by adopting the resolution.

**ALTERNATIVES:**

- 1) Adopt Resolution No. 2014–05, which is staff's recommendation, because it is consistent with the terms of the existing lease and come at the request of AT&T.
- 2) Do not pass the resolution, which is not recommended, because it is contrary to the contract terms.

**FINANCIAL IMPLICATIONS:** There is no financial implication to adopting this resolution. The new company CCATT, LLC, will assume the management rights and responsibilities for the site and tower, communicate with the City, and pay the rent.

**LEGAL:** The City Attorney worked with staff to determine that the sublease is allowed and must be approved by the City Council. He also drafted the attached resolution.

**STAFF RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2014-05.

**CITY MANAGER'S COMMENTS:** I support the request from AT&T to assign the lease to a subsidiary and for the subsidiary to grant CCATT, LLC the rights and responsibilities to manage the cell tower site. I recommend Council adopt Resolution No. 2014-05 to formalize this requested change.

**ATTACHMENT:**

Attachment A: Resolution No. 2014-05

Attachment B: Letter from AT&T, dated 10/25/13

Attachment C: E-mail correspondence between the City and Crown Castle, dated 12/24/13

**PROPOSED MOTION:**

Move to adopt Resolution No. 2014-05.

**CITY OF KODIAK  
RESOLUTION NUMBER 2014-05**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK  
AUTHORIZING THE SUBLETTING OF THE RIGHT TO MANAGE AND  
OPERATE THE LEASED PREMISES UNDER THE LEASE OF PILLAR  
MOUNTAIN COMMUNICATIONS SITE NO. 11 FROM AN AT&T  
SUBSIDIARY TO CCATT, LLC**

WHEREAS, the City leased Pillar Mountain Communications Site No. 11 to New Cingular Wireless PCS, LLC, an affiliate of AT&T Inc. (“AT&T”), by a Lease Agreement dated as of January 1, 2010 (the “Lease”); and

WHEREAS, Section 13(C) of the Lease permits the lessee to assign the Lease to another subsidiary of AT&T without the consent of the City, and AT&T has notified the City of its intent to make such an assignment of the Lease; and

WHEREAS, AT&T also proposes that the AT&T subsidiary that is the assignee of the Lease sublet the right to manage and operate the leased premises to an unaffiliated entity known as CCATT, LLC; and

WHEREAS, Section 13(A) of the Lease and KCC 18.20.230 require Council approval of the proposed sublease; and

WHEREAS, AT&T has requested that the council approve the subletting of the right to manage and operate the leased premises to CCATT, LLC.

NOW, THEREFORE, BE IT RESOLVED by the council of the City of Kodiak, Alaska:

Section 1. The subletting of the right to manage and operate the leased premises under the Lease to CCATT, LLC is hereby approved.

Section 2. This resolution shall become effective upon passage and approval.

CITY OF KODIAK

\_\_\_\_\_  
DEPUTY MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Adopted:



October 25, 2013

CITY OF KODIAK  
710 MILL BAY RD  
ROOM 216  
KODIAK , AK 99615

Re: Lease ("Lease") for 10125229 located at or about KDKWLS-1 PILLAR MOUNTAIN ROAD, KODIAK, AK 99615 (the "Site")

Dear Landlord:

On October 18, 2013, AT&T Inc. ("AT&T") and Crown Castle International Corp. ("Crown Castle") entered into an agreement ("Agreement") regarding most of AT&T's tower portfolio ("Portfolio") including Crown Castle's management and operation of the Portfolio. Your Lease and Site are part of the Portfolio.

Crown Castle and AT&T expect the transactions pursuant to the Agreement ("Transactions") to close on or before December 16, 2013. As part of the Transactions, the AT&T affiliate which holds the Lease, contemplates, at or before closing, transferring the Lease and all of its rights in the Site and Lease to another subsidiary of AT&T ("AT&T Subsidiary"). The AT&T Subsidiary will sublease or grant to a subsidiary of Crown Castle, rights in the Site including the right to manage and operate the Site. The AT&T Subsidiary will remain the lessee on the Lease. Additionally, an AT&T subsidiary or subsidiaries will continue to maintain its or their communications facilities on the Site.

To the extent any such consent is required for the Transactions, Crown Castle and AT&T request you grant your consent to the Transactions by signing this letter and returning it in the enclosed self-addressed envelope.

Thank you for your prompt attention to this matter. If you have questions about the Transactions or this request, please email us immediately at [crowncastle@babstcalland.com](mailto:crowncastle@babstcalland.com) or call 1-855-605-5544.

Sincerely,

Paula Gibson  
AVP, Network Engineering

The undersigned consents to the Transactions

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Kniazowski, Aimee**

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**From:** Marlar, Debra  
**Sent:** Thursday, January 09, 2014 3:53 PM  
**To:** Kniazowski, Aimee  
**Subject:** Pillar No. 11 Lease management assignment

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**From:** Poli, Jonathan [<mailto:JPoli@babstcalland.com>]  
**Sent:** Tuesday, December 24, 2013 10:07 AM  
**To:** Marlar, Debra  
**Subject:** Re: Lease 10125229 - Consent Issue

Debra,

It was a pleasure speaking with you this afternoon regarding the AT&T/Crown Castle International Corp. ("Crown") transaction. Below is a more detailed yet hopefully clearer description of the transaction.

AT&T wishes to get out of the business of physically managing its cell tower sites. To facilitate this goal, AT&T has entered into a transaction with Crown to transfer the management rights and responsibilities in a large majority of their cell towers to Crown. Crown is the nation's leading tower management company, and their primary business is managing cell towers. The management rights and responsibilities include, but are not limited to, performing physical maintenance on the sites, communicating with landlords, and paying rent.

The transaction is structured as follows: AT&T is assigning the Lease to an AT&T subsidiary. That AT&T subsidiary is then subleasing the management rights and responsibilities to a subsidiary of Crown, called CCATT, LLC. Crown Castle is not an affiliate or subsidiary of AT&T, but an entirely separate company. Therefore, this sublease of management rights and responsibilities does not fall under the affiliate exception found in Section 13(C). Rather, the language in Section 13(A) applies: "Except as provided in this section, Lessee may not sublease the premises, either in whole or in any portion, without first obtaining the approval of the City Council in writing." Accordingly, the AT&T is required to obtain the City's consent for that transaction to take place.

If you have any further questions or concerns, do not hesitate to contact us using the information below.

Thank you very much,

Jon Poli  
Customer Service Representative  
Crown Castle Landlord Help Desk  
T: 412-773-8724 (direct) 855-605-5544 (main)  
E: [crowncastle@babstcalland.com](mailto:crowncastle@babstcalland.com)

Merry Christmas!

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniazowski, City Manager  
**Thru:** Mark Kozak, Public Works Director  
**Date:** January 16, 2014

**Agenda Item: V. f. Authorization of Assessment for the Demolition Costs at 1118 Mission Road and Recording of a Lien Against the Property**

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**SUMMARY:** Staff worked with the City Attorney to follow the process required by the Uniform Code for the Abatement of Dangerous Buildings (Uniform Code) to demolish the abandoned building that previously occupied the property at 1118 Mission Road. It was necessary for the City to demolish the abandoned building, because it had deteriorated over the years and had become a serious hazard. The property owner did not respond to numerous requests from the City to resolve the matter. A review of the Public Works Director's report of the demolition and its costs was presented to Council at the December meeting, and Council established the date for the public hearing to provide the public an opportunity to object to the demolition report. Following tonight's public hearing, staff recommends Council authorize an assessment for the demolition costs of this property and record a lien against the property to recover demolition costs.

**PREVIOUS COUNCIL ACTION:**

- The Council appropriated funds to assess the level of hazardous materials in the 1118 Mission Road building, and staff awarded a contract to TC Enterprises on April 18, 2012.
- At the August 8, 2013, regular meeting, the Council awarded a contract to Golden Alaska LLC to demolish the building at 1118 Mission Road, which was combined with demolition of the old KPD building.
- At the December 12, 2013, regular Council meeting, the Council reviewed the Public Works Director's report on the demolition of the abandoned building and scheduled a public hearing for this meeting on January 16, 2014.

**BACKGROUND:** Since 2001 staff has sent several notices to the owner of the property at 1118 Mission Road in an attempt to resolve this matter. The property owner did not respond to any of the notifications. The house continued to deteriorate over the years, and neighbors continued to complain about the condition of the property. The property was designated as a "dangerous building," and the City demolished it in accordance with the Uniform Code for the Abatement of Dangerous Buildings.

**DISCUSSION:** Using the process required by the Uniform Code, the City demolished the abandoned building at 1118 Mission Road, which had become a hazard. The City desires to place an assessment



against the property at 1118 Mission Road to recoup the demolition costs. City staff followed the process outlined in the Uniform Code. Following the public hearing at the meeting tonight, staff recommends Council authorize an assessment for the demolition costs for this property and to record a lien against the property.

**ALTERNATIVES:**

- 1) Authorize the assessment for demolition costs as outlined in this memo, which is staff's recommendation. City staff followed the Uniform Code process and direction from the City Attorney. The City should and does have the right to recover the expenses incurred for demolition costs.
- 2) Do not authorize staff to move forward in filing an assessment and lien against the property, which is not recommended. The no-action alternative would mean the City would have removed this hazard which greatly improved this land parcel without the chance to recover the money spent.

**FINANCIAL IMPLICATIONS:** The City will eventually recoup the \$27,271.70 that was spent to tear down the old building and remove and dispose of hazardous materials if a lien can be filed on the property.

**LEGAL:** The City Attorney reviewed this matter and provided guidance to staff about the process required by the Uniform Code for the Abatement of Dangerous Buildings to demolish the building and recoup the demolition costs.

**STAFF RECOMMENDATION:** Staff recommends that the Council authorize the assessment for the demolition costs incurred at 1118 Mission Road and authorize the filing of a lien against the property.

**CITY MANAGER'S COMMENTS:** There were multiple complaints about the threat posed by this abandoned house. Neighbors reported vagrants using the structure and children playing in or near it. Several notices were issued to the registered owner of the house, but no response was ever received. We followed all procedures to declare the structure abandoned and hazardous, so the City could remove the structure. We did remove the building at City expense and want to place a lien on the property to recoup the costs of this demolition process. That means the lien would have to be paid off before the property could be sold. I recommend Council authorize the assessment for demolition costs and authorize staff to record a lien against the property following the public hearing also scheduled for this evening's meeting.

**ATTACHMENTS:**

- Attachment A: Report from Public Works Director documenting the demolition of the building at 1118 Mission Road.
- Attachment B: Various reports and invoices related to the demolition work on structure at 1118 Mission Road.

**PROPOSED MOTION:**

Move to authorize the assessment of demolition costs at 1118 Mission Road and authorize City staff to record a lien against the property.



CITY OF KODIAK  
2410 Mill Bay Road, KODIAK, ALASKA 99615  
Public Works Department  
907-486-8060 Voice  
907-486-8066 Fax

TO: Debbie Marlar, City Clerk

FROM: Mark Kozak  
Public Works Director

DATE: January 10, 2014

RE: Demolition of 1118 Mission Road

---

Former Building Official, Leonard Kimball, sent a letter to the property owner identifying the Mission Road house as a dangerous building on August 21, 2001. Notifications were sent to the property owner on several occasions over the years, but no response was received. The house continued to deteriorate, becoming a more serious hazard and neighbors continued to complain about the condition of the property. After consultation with the City Attorney, the City Building Department filed court paperwork on February 10, 2012, which designated the property as a Dangerous Building. I have attached a copy of the filing.

The City appropriated funds to assess the level of hazardous materials in the building and staff approved a contract with TC Enterprises on April 18, 2012, for \$6,475. In 2012, funding for the house demolition was combined with the capital project to demolish the old Kodiak police station and jail. This was done to improve the potential number of bidders.

1118 Mission Road owner of record is Delores Kairiuak aka Delores Kairaiuak. This was the listed owner when designation of Dangerous Building was filed in Kodiak Recording District 303 on February 10, 2012. The residence consists of two parcels, Lot 2, Paul's Subdivision, United States Survey 1681 and Lot 2, Block 35A East Addition to Townsite of Kodiak, United States Survey 2538B.

The City Council awarded a contract to Golden Alaska LLC at their August 8, 2013, Council meeting. The removal of the home was combined with the removal of the old KPD building. The bid was broken into two parts, the 1118 Mission Road building and the Old KPD. The bid price for removal of 1118 Mission road building was \$18,000.

Attached is the pay request for payment for removal of the 1118 Mission Road building. All work is complete, and the City has processed the pay request.

I have also included the invoice the City paid for the hazard material survey that TC Enterprises performed for us in the amount of \$6,475.00. The Building Department had court filing fees of \$22.00, as well as title search fees of \$250.00 that I have included. The receipts are included in the attachments for back up.

From discussion with City Attorney Thomas Klinkner, I have included these as cost to the City and the Public. As discussed in Mr. Klinkner's email to Building Official Doug Mathers and myself dated August 9, 2012, I would recommend that we include a 10% administration fee. This



CITY OF KODIAK  
2410 Mill Bay Road, KODIAK, ALASKA 99615  
Public Works Department  
907-486-8060 Voice  
907-486-8066 Fax

is the standard fee for Public Works service charges, as described in City Code section 13.04.060 (b).

Title Search 2006	\$250.00
Court Filing Dangerous Building February 2012	\$22.00
Hazard Material Assessment April 2012	\$6,475.00
Removal Contract Cost	\$18,000.00
Total	\$24,747.00
Plus 10% per City Code 13.04.060 (b)	\$27,271.70



CITY OF KODIAK  
CONTRACTOR PAY REQUEST


Date: 11/12/2013

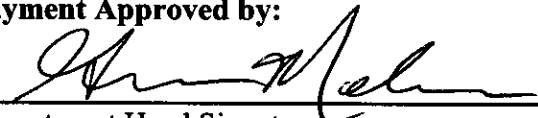
Pay Request No. 2

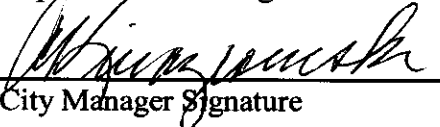
PROJECT TITLE:	Demo of Old KPD & 1118 Mission Rd Bldg
PROJECT NUMBER:	13-06
CONTRACTOR:	Golden Alaska Excavating

Total Value of this Contract (through Change Order )	\$ 349,551.00
Value of Work Completed Through 11/11/2013	\$ 40,500.00
Previous Payments	\$ 22,500.00
Amount Recommend for this 2nd Payment	\$ 18,000.00
Account No.(s)	300.300.435.470.725
P.O. No.(s)	2014-00000048

Contract Start Date	8/16/2013
Contract Days	90
Contract Completion Date	11/14/2013
Elapsed Contract Time (days)	2
Elapsed Contract Time (percent)	2%
Estimated Amount of Project Completed (percent)	12%

  
 Contractor's Signature 11/12/13  
Date

Payment Approved by:  
  
 Department Head Signature 11/12/13  
Date

  
 City Manager Signature 11/15/13  
Date

All Back-up paperwork for this Pay Request is maintained in the Engineering Department

52

**Golden Alaska Excavating, LLC**

PO Box 8908  
Kodiak, AK 99615

**Invoice**

Date	Invoice #
11/11/2013	2013116

Bill To
City of Kodiak 2410 Mill Bay Rd Kodiak, AK 99615

Due Date	Terms	Project
11/11/2013		Old KPD Demo PN 13-06/4035

Item	Description	Unit	Qty	Rate	Amount
Progress Pay Re...	Progress Pay Request #2  All work conducted Oct 31 to Nov 4, 2013. Mobilized all equipment to 1118 Mission Rd, extract asbestos, demolish building, and clean up site.		1	18,000.00	18,000.00

Thank you for your business.

<b>Subtotal</b>	\$18,000.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$18,000.00

(907) 486-5490 Msg.  
(907) 539-6490 Lori's Cell  
(907) 942-2747 Rick's Cell  
Email: rlyser@gei.net  
www.goldenalaska.biz

300.300.435.470.725  
*[Signature]* 11/15/13

62

**INVOICE ROUTING SLIP**

**ORIGINAL INVOICE**

Company: Golden Alaska Excavating LLC

Invoice No.: 2013116

Invoice Date: 11/11/2013

Project: Demo of Old KPD § 1118 Mission Rd

PN#: 13-06

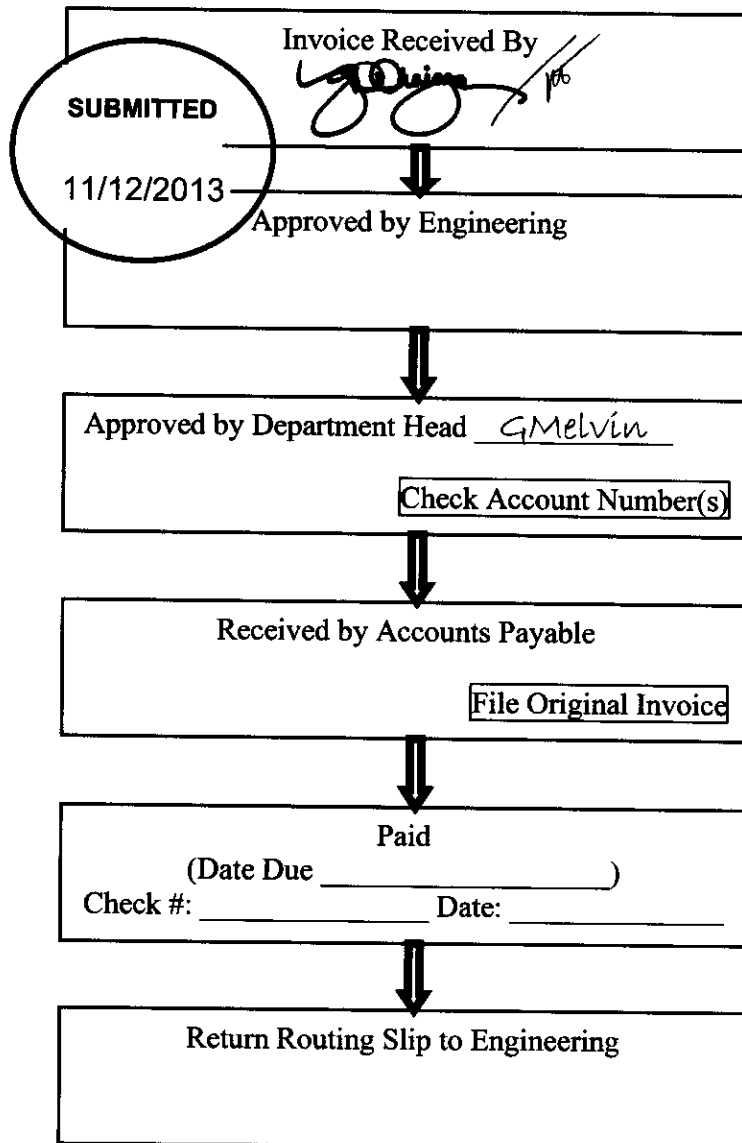
Account No.(s): 300.300.435.470.725

P.O. No.: 2014-00000048

No approval needed

City Mgr approval needed

**Initial and Date Each Box**  
Make any Special Notes in the Margins



*Handwritten initials/signature*

Ship To

Engineering Department  
2410 Mill Bay Road  
Kodiak, AK 99615

Bill To

City of Kodiak  
P.O. Box 1397  
Kodiak, AK 99615

Purchase Order  
No. 2014-00000048

DATE 08/16/2013

VENDOR 2968 - Golden Alaska Excavating, LLC



PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Contact

Golden Alaska Excavating, LLC  
PO BOX 8908  
KODIAK, AK 99615

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1  
ORIGINATOR: Genedine Diniega

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Construction - Non Capitl - Demolition of Old KPD & 1118 Mission Rd Bldgs PN 13-08/4035 The project involves the removal and disposal of two buildings 1) the old Kodiak Police Station located at 217 Lower Mill Bay Road, Kodiak, Alaska 99615 and 2) a dwelling located at 1118 Mission Road, Kodiak, Alaska 99615. 300-300-435— 470.725. - Construction - Non Capitl 349,551.00 4035.55	349,551.0000	\$349,551.00
		10/28 pay Req # 1	<22,500.00>	327,051.00
		11/11 pay Req # 2	<18,000.00>	309,051.00
TOTAL DUE				\$349,551.00

Special Instructions



**Project: Demolition of Old KPD and 1118 Mission Rd Buildings PN 13-06/4035**

City of Kodiak

2410 Mill Bay Road Kodiak, AK 99615

**Progress Payment Request #2**

November 11, 2013

Item #	Description	Quantity	Bid Amount	Total	Quantity	Cost	Remaining
1	Demo of Old KPD	1	\$ 331,551.00	\$ 331,551.00	0.07	\$ 22,500.00	99.93
2	Demo of 1118 Mission Rd	1	\$ 18,000.00	\$ 18,000.00	100.00	\$ 18,000.00	0.00
			<b>Total Bid Amt</b>	<b>\$ 349,551.00</b>	<b>Total Request</b>	<b>\$ 40,500.00</b>	

Request #1 \$ 22,500.00 10/28/2013  
 Request #2 \$ 18,000.00 11/11/2013

Golden Alaska Excavating, LLC

PO Box 8908

Kodiak, AK 99615

907-539-6490

Old KPD Bldg Demo 13-06

**Owner:** City Of Kodiak  
**Address:** 2410 Mill Bay Road,  
 Kodiak, AK 99615  
**Contractor:** Golden Alaska Excavating LLC  
**Project:** Demolition of Old KPD and 1118 Mission  
**Notice to Proceed Issued:** 8/16/2013  
**Contract Time in Days:** 90  
**Scheduled Completion Date:** 11/14/13

Schedule of Values

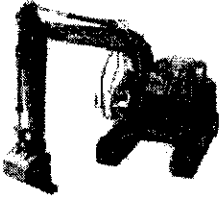
Item No.	Description	Quantity	Bid	Total	Elapsed Contract Time (days)	Pay Estimate Date:	Quantity	Cost	Remaining
1.00	Demo of Old KPD	1.00	\$ 331,551.00	\$ 331,551.00		11/14/13			0.93
2.00	Demo of 1118 Mission Rd	1.00	\$ 18,000.00	\$ 18,000.00			1.00	\$ 18,000.00	0.00
3.00			\$ -	\$ -				\$ -	0.00
			<b>Total Bid =</b>	<b>\$ 349,551.00</b>			<b>Total =</b>	<b>\$ 18,000.00</b>	

Charged to PO No.(s) 2014-00000048

Pay Request #	Account No.	Quantity	Remaining
1	300.300.435.470.725	10/28/2013	\$ 22,500.00
2	300.300.435.470.725	11/11/2013	\$ 18,000.00
3		date 3	\$ -
4		date 4	\$ -
5		date 5	\$ -
6		date 6	\$ -
7		date 7	\$ -
8		date 8	\$ -
9		date 9	\$ -
10		date 10	\$ -

Total Spent to date = \$

40,500.00



**TC Enterprises, Inc.**

P.O. Box 2338  
Kodiak, AK 99615  
Phone # 907-486-3755  
Fax # 907-486-5553

**Invoice**

Date	Invoice #
6/25/2012	10017

<b>Bill To</b>
City of Kodiak 710 Mill Bay Rd. Kodiak, AK 99615

Due Date	P.O. No.
6/30/2012	

Quantity	Description	Rate	Amount
1	As Per Contract Conduct AHERA survey 1118 Mission Road. PAN 12-07  100-160-164-430-110 OKMK	6,475.00	6,475.00
		<b>Total</b>	\$6,475.00
		<b>Balance Due</b>	\$6,475.00

# TC Enterprise Inc.



City of Kodiak  
Mark Kozak  
Department of Public Works

6/25/2012

Re: 1118 Mission Road HAZ-Mat Survey Summary

## Background:

The City of Kodiak public works department solicited TC Enterprise Inc. to conduct an EPA AHERA building survey for the subject building. This building survey was to be completed in preparation with an RFP for building demolition for the above mentioned address.

A field survey was conducted by an AHERA certified Inspector. Subject building was found to have two main areas of concern for demolition activities. The first area of concern is the Cement Asbestos Board (CAB) siding that will need to be removed prior to the demolition of the building. This CAB siding is on all four sides of the house and is approximately 1,240 SF of these tiles. The second area of concern is the green vinyl flooring that lies under the current white vinyl flooring. The vinyl itself came back as asbestos containing and should be assumed the mastic is also asbestos containing. Removal of the subject floor should be removal in entirety where vinyl is top covering. Vinyl floor covering is less than 500 SF. The structure is painted in lead based paint which was verified by White Environmental to contain Lead. A TCLP sample was collected to verify disposal at the local landfill which passed and can be disposed of as general debris.

- On page two is a table of results:
- Appendix A shows the sample location:
- Appendix B shows the Chain of Custody for sampling events.

If you have any questions regarding this limited AHERA survey please feel free to contact the undersigned.

Respectfully,

  
Ryan Sharratt, IH, AHERA Inspector, CEI #77367



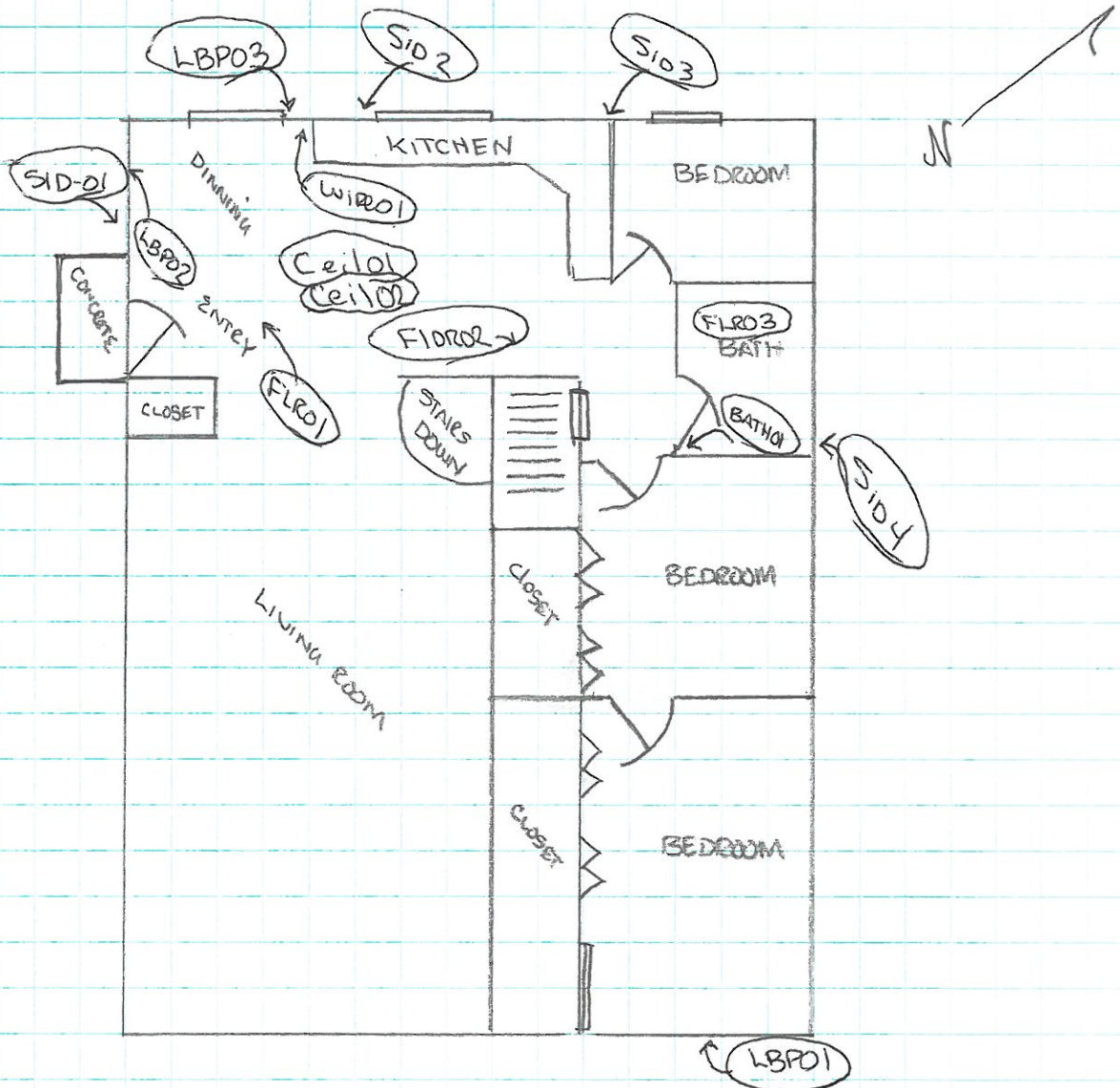
PO Box 2338 \* Kodiak, AK 99615 \* Website [www.KevinArndt.net](http://www.KevinArndt.net) \*  
Office (907) 486-3755 \* Fax (907) 486-5553  
Email [Kevin@KevinArndt.net](mailto:Kevin@KevinArndt.net) \* [Ryan@KevinArndt.net](mailto:Ryan@KevinArndt.net)

Sampling Table:

Sample ID	Analysis Type	Result	Pass TCLP
1118-Wire-01	Asbestos	<u>Non Detect</u>	
1118-Wire-01	Lead	<b>290 ppm</b>	Yes
1118-Bat-01 / 02	Asbestos	<u>Non Detect</u>	
1118-Bat-01 / 02	Lead	<b>750 ppm</b>	Yes
1118-FLR-01	Asbestos	<b>20% Chrysotile*</b>	
1118-FLR-02	Asbestos	<b>20% Chrysotile*</b>	
1118-FLR-03	Asbestos	<b>20% Chrysotile*</b>	
1118-CEIL-01	Asbestos	<u>Non Detect</u>	
1118-CEIL-02	Asbestos	<u>Non Detect</u>	
LBP-01	Lead	<b>1400 ppm</b>	Yes
LBP-02	Lead	<b>3200 ppm</b>	Yes
LBP-03	Lead	<b>76 mg/kg</b>	Yes
1118-Roof-01	Asbestos	<u>Non Detect</u>	
1118-TAR-01	Asbestos	<u>Non Detect</u>	
1118-SID-01	Asbestos	<b>20% Chrysotile</b>	
1118-SID-02	Asbestos	<b>20% Chrysotile</b>	
1118-SID-03	Asbestos	<b>20% Chrysotile</b>	
1118-SID-04	Asbestos	<b>20% Chrysotile</b>	

\*Green Layer of sheet Vinyl contains 20% Chrysotile, the additional layers were non-detect.

Sample map  
5-2-2012



1118 MISSION BUILDING, AHERA INSPECTION = NTS

MAIN FLOOR

# WEC WHITE ENVIRONMENTAL CONSULTANTS INC.

383 Industrial Way, Suite 300 Anchorage, AK 99501 (907)258-8661 Main (907)258-8662 Fax  
4868 Old Airport Way Fairbanks, AK 99701 (907)456-4637 Main (907)456-4638 Fax

## CHAIN OF CUSTODY

Date: 02-May 2012

Client Name: TC Enterprise Inc. Project Name: 1118 Mission Road Project #: 2012-218

Billing Address: PO Box 2338 City: Kodiak State: AK Zip Code: 99615

Phone: 907-486-3755 Fax: 907-486-5553 Cell: 907-942-544

Email: Ryan@KevinArndt.Net

**\*\*By signing for these samples you are responsible for payment. We will not bill someone else on your behalf.\*\***

Samples Relinquished By: *[Signature]* Date: 5-2-2012 Time: 4 pm

Samples Received By: *[Signature]* Date: 5-4-12 Time: 8 AM

Samples Relinquished By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples Analysis Type: PCM PLM TEM LEAD TCLP Other (specify)

Composite: Y (N)

Turn-around Time: 6 HR RUSH 24HR 48HR 72HR 5DAY

Method of Payment: CASH CHECK CREDIT CARD ACCOUNT

Sample #	Collection Date	Sample Condition	Turnaround Time	Analysis Type	Volume (L) Air Samples	Time (min) Air Samples	Flow Rate Samples	A/R
1118-Wire-01	5/2/2012	BULK	5 Day	PLM	/			
1118-Wire-01	5/2/2012	BULK	5 Day	LEAD				
1118-BAT-01	5/2/2012	BULK	5 Day	PLM				
1118-BAT-01	5/2/2012	BULK	5 Day	LEAD				
1118-FLR-01	5/2/2012	BULK	5 Day	PLM				
1118-FLR-02	5/2/2012	BULK	5 Day	PLM				
1118-FLR-03	5/2/2012	BULK	5 Day	PLM				
1118-CEIL-01	5/2/2012	BULK	5 Day	PLM				
1118-CEIL-02	5/2/2012	BULK	5 Day	PLM				
LBP-01	5/2/2012	BULK	5 Day	LEAD				
LBP-02	5/2/2012	BULK	5 Day	LEAD				
LBP-03	5/2/2012	BULK	5 Day	LEAD				
1118-Roof-01	5/2/2012	BULK	5 Day	PLM				
1118-TAR-01	5/2/2012	BULK	5 Day	PLM				
1118-SID-01	5/2/2012	BULK	5 Day	PLM				
1118-SID-02	5/2/2012	BULK	5 Day	PLM				
1118-SID-03	5/2/2012	BULK	5 Day	PLM				

Revision Date: March 1, 2011 SRS

**Bulk Sample Analysis for Asbestos**

E-MAILED MAY 08 2012

WEC Project #: 12G-401  
Client Project#: 2012-218

Report #: 87604  
Report By: C.Blanchard  
Report Date: 5/8/2012

Client: TC Enterprise  
P.O. Box 2338  
Kodiak, AK 99615

Collection Date: 5/2/2012  
Collection By: CLIENT  
TAT: 5 Day  
Analysis By: D.Milton  
Analysis Date: 5/7/2012  
Received By: Milton  
Received Date: 5/3/2012

# Samples: 13 # Layers: 19

Project Name/Location: 1118 Mission Road

Client ID#	WEC ID#	Location	Material	Layer
1118-Wire-01	AB12-3606	None Noted	Wire Insulation	1 of 1
<b>ASBESTOS</b>				
None Detected		% Other Fibrous Materials: 30%	Homo- genous No	Color Black/OW
Other Fibrous Materials		% Non-Fibrous Materials: 70%		
Cellulose 30%				

Client ID#	WEC ID#	Location	Material	Layer
1118-BAT-02	AB12-3607A	None Noted	Fiberboard	1 of 2
<b>ASBESTOS</b>				
None Detected		% Other Fibrous Materials: 98%	Homo- genous No	Color Brown
Other Fibrous Materials		% Non-Fibrous Materials: 2%		
Cellulose 98%				

Client ID#	WEC ID#	Location	Material	Layer
1118-BAT-02	AB12-3607B	None Noted	Mastic Residue	2 of 2
<b>ASBESTOS</b>				
None Detected		% Other Fibrous Materials: <1%	Homo- genous No	Color Black
Other Fibrous Materials		% Non-Fibrous Materials: 100%		
Cellulose <1%				

Sample Comments: Suspect Contamination

Client ID#	WEC ID#	Location	Material	Layer
1118-FLR-01	AB12-3608A	None Noted	Sheet Vinyl	1 of 2
<b>ASBESTOS</b>				
None Detected		% Non-Fibrous Materials: 100%	Homo- genous No	Color Off-White
Other Fibrous Materials				
None Detected				



**Bulk Sample Analysis for Asbestos**

WEC Project #: 12G-401  
Client Project#: 2012-218

Report #: 87604  
Report By: C.Blanchard  
Report Date: 5/8/2012

Client ID#	WEC ID#	Location	Material	Layer
1118-FLR-01	AB12-3608B	None Noted	Sheet Vinyl	2 of 2
<b>ASBESTOS</b>			<b>% Asbestos:</b> 20%	<b>Homogenous:</b> No
Chrysotile 20%			<b>% Other Fibrous Materials:</b> 5%	<b>Color:</b> Green
<b>Other Fibrous Materials</b>			<b>% Non-Fibrous Materials:</b> 75%	
Cellulose 5%				
1118-FLR-02	AB12-3609A	None Noted	Sheet Vinyl	1 of 2
<b>ASBESTOS</b>			<b>Homogenous:</b> No	<b>Color:</b> Off-White
None Detected			<b>% Non-Fibrous Materials:</b> 100%	
<b>Other Fibrous Materials</b>				
None Detected				
1118-FLR-02	AB12-3609B	None Noted	Sheet Vinyl	2 of 2
<b>ASBESTOS</b>			<b>% Asbestos:</b> 20%	<b>Homogenous:</b> No
Chrysotile 20%			<b>% Other Fibrous Materials:</b> 5%	<b>Color:</b> Green
<b>Other Fibrous Materials</b>			<b>% Non-Fibrous Materials:</b> 75%	
Cellulose 5%				
1118-FLR-03	AB12-3610A	None Noted	Sheet Vinyl	1 of 2
<b>ASBESTOS</b>			<b>Homogenous:</b> No	<b>Color:</b> Off-White
None Detected			<b>% Non-Fibrous Materials:</b> 100%	
<b>Other Fibrous Materials</b>				
None Detected				
1118-FLR-03	AB12-3610B	None Noted	Sheet Vinyl	2 of 2
<b>ASBESTOS</b>			<b>% Asbestos:</b> 20%	<b>Homogenous:</b> No
Chrysotile 20%			<b>% Other Fibrous Materials:</b> 5%	<b>Color:</b> Green
<b>Other Fibrous Materials</b>			<b>% Non-Fibrous Materials:</b> 75%	
Cellulose 5%				

## Bulk Sample Analysis for Asbestos

WEC Project #: 12G-401

Client Project#: 2012-218

Report #: 87604

Report By: C.Blanchard

Report Date: 5/8/2012

Client ID#	WEC ID#	Location	Material	Layer									
1118-Ceil-01	AB12-3611	None Noted	Ceiling Tile	1 of 1									
<b>ASBESTOS</b>													
None Detected			Homogenous	Color									
			No	Brown									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Other Fibrous Materials: 98%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Cellulose</td> <td style="text-align: right;">98%</td> </tr> </table>			<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 98%	Cellulose		98%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Non-Fibrous Materials: 2%</td> </tr> </table>		<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 2%
<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 98%											
Cellulose		98%											
<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 2%											
1118-Ceil-01	AB12-3612	None Noted	Ceiling Tile	1 of 1									
<b>ASBESTOS</b>													
None Detected			Homogenous	Color									
			No	Brown									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Other Fibrous Materials: 98%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Cellulose</td> <td style="text-align: right;">98%</td> </tr> </table>			<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 98%	Cellulose		98%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Non-Fibrous Materials: 2%</td> </tr> </table>		<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 2%
<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 98%											
Cellulose		98%											
<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 2%											
1118-Roof-01	AB12-3613A	None Noted	Roof Felt	1 of 3									
<b>ASBESTOS</b>													
None Detected			Homogenous	Color									
			No	Black									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Other Fibrous Materials: 80%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Cellulose</td> <td style="text-align: right;">80%</td> </tr> </table>			<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 80%	Cellulose		80%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Non-Fibrous Materials: 20%</td> </tr> </table>		<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 20%
<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 80%											
Cellulose		80%											
<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 20%											
1118-Roof-01	AB12-3613B	None Noted	Roof-Red	2 of 3									
<b>ASBESTOS</b>													
None Detected			Homogenous	Color									
			No	Black									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Other Fibrous Materials: 30%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Fibrous Glass</td> <td style="text-align: right;">30%</td> </tr> </table>			<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 30%	Fibrous Glass		30%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Non-Fibrous Materials: 70%</td> </tr> </table>		<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 70%
<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 30%											
Fibrous Glass		30%											
<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 70%											
1118-Roof-01	AB12-3613C	None Noted	Roof-Green	3 of 3									
<b>ASBESTOS</b>													
None Detected			Homogenous	Color									
			No	Black									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Other Fibrous Materials: 60%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Cellulose</td> <td style="text-align: right;">60%</td> </tr> </table>			<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 60%	Cellulose		60%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><i>Other Fibrous Materials</i></td> <td style="text-align: right;">% Non-Fibrous Materials: 40%</td> </tr> </table>		<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 40%
<i>Other Fibrous Materials</i>		% Other Fibrous Materials: 60%											
Cellulose		60%											
<i>Other Fibrous Materials</i>		% Non-Fibrous Materials: 40%											

**Bulk Sample Analysis for Asbestos**

WEC Project #: 12G-401  
Client Project#: 2012-218

Report #: 87604  
Report By: C.Blanchard  
Report Date: 5/8/2012

Client ID#	WEC ID#	Location	Material	Layer
1118-Tar-01	AB12-3614	None Noted	Tar Paper	1 of 1
<b>ASBESTOS</b>			Homo- genous	Color
None Detected			No	Black
<i>Other Fibrous Materials</i>			% Other Fibrous Materials: 80%	
Cellulose 80%			% Non-Fibrous Materials: 20%	
1118-Sid-01	AB12-3615	None Noted	CAB	1 of 1
<b>ASBESTOS</b>			Homo- genous	Color
Chrysotile 20%			No	Gray
<i>Other Fibrous Materials</i>			% Asbestos: 20%	
None Detected			% Non-Fibrous Materials: 80%	
1118-Sid-02	AB12-3616	None Noted	CAB	1 of 1
<b>ASBESTOS</b>			Homo- genous	Color
Chrysotile 20%			No	Gray
<i>Other Fibrous Materials</i>			% Asbestos: 20%	
None Detected			% Non-Fibrous Materials: 80%	
1118-Sid-03	AB12-3617	None Noted	CAB	1 of 1
<b>ASBESTOS</b>			Homo- genous	Color
Chrysotile 20%			No	Gray
<i>Other Fibrous Materials</i>			% Asbestos: 20%	
None Detected			% Non-Fibrous Materials: 80%	
1118-Sid-04	AB12-3618	None Noted	CAB	1 of 1
<b>ASBESTOS</b>			Homo- genous	Color
Chrysotile 20%			No	Gray
<i>Other Fibrous Materials</i>			% Asbestos: 20%	
None Detected			% Non-Fibrous Materials: 80%	

**Bulk Sample Analysis for Asbestos**

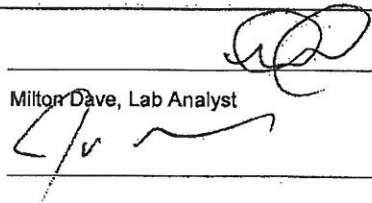
WEC Project #: 12G-401

Client Project#: 2012-218

Report #: 87604

Report By: C. Blanchard

Report Date: 5/8/2012

  
Milton Dave, Lab Analyst

Date 5/8/2012

Date 5/8/2012

Analysis performed by EPA Method 600/R-93/116. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of WEC Inc., and are subject to WEC Inc. General Terms and Conditions (see reverse).

## Lead Analysis in Paint

WEC Project #: 12G-401  
Client Project#: 2012-218

Report #: 87623  
Report By: C. Blanchard  
Report Date: 5/9/2012

Client: TC Enterprise  
P.O. Box 2338  
Kodiak, AK 99615

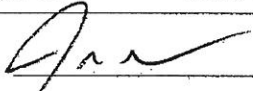
Collection By: CLIENT  
Collection Date: 5/2/2012  
Analysis By: J. Hicklin  
Analysis Date: 5/8/2012  
Received By: Hicklin  
Received Date: 5/4/2012

TAT: 5 Day

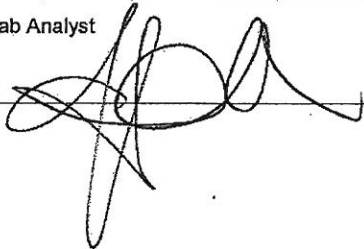
# Samples: 4

Project /NameLocation: 1118 Mission Road

Client ID #	WEC ID#	Result	Result Units	Reporting Limit (ppm)
1118-Wire-01	AL12-765	290	ppm	69
1118-Bat-01	AL12-766	750	ppm	100
LBP-01	AL12-767	1,400	ppm	53
LBP-02	AL12-768	3,200	ppm	67

  
\_\_\_\_\_  
Joel Hicklin, Lab Analyst

Date 5/9/2012

  
\_\_\_\_\_

Date 5/9/2012

Analysis performed by flame atomic absorption spectroscopy, EPA Method SW846-7420. The Reporting Limit is twice that of the Method Detection Limit (MDL) which is the minimum concentration of analyte that can be reported with 99% confidence that the analyte's concentration is greater than zero, and is determined from statistical analysis of replicate samples in a given matrix containing the analyte as defined in 40CFR Part 136, Appendix B. Any modifications that have been made to the previously referenced test methods are documented in WEC Inc.'s Standard Operating Procedures Manual. Supporting Laboratory Documentation is available upon request. WEC is a current proficient participant in the AIHA ELPAT program (Lab ID# 102739). Test reports must not be reproduced without the approval of WEC Inc., and are subject to WEC Inc. General Terms and Conditions (see reverse).

**Lead Soil**

WEC Project #: 12G-401  
Client Project#: 2012-218

Report #: 87624  
Report By: C.Blanchard  
Report Date: 5/9/2012

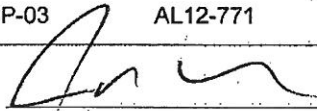
Client: TC Enterprise  
P.O. Box 2338  
Kodiak, AK 99615

Collection By: CLIENT  
Collection Date: 5/2/2012  
Analysis By: J.Hicklin  
Analysis Date: 5/8/2012  
Received By: Hicklin  
Received Date: 5/4/2012

TAT: 5 Day # Samples: 1

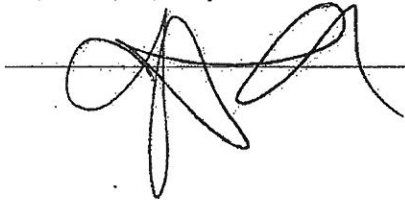
Project Name/Location: 1118 Mission Road

Client ID #	WEC ID #	Sample Type	Result	Result Units	Reporting Limit (mg/kg)
LBP-03	AL12-771	Soil Sample	76	mg/kg	12




Joel Hicklin, Lab Analyst

Date 5/9/2012



Date 5/9/2012

Analysis performed by flame atomic absorption spectroscopy, EPA Method SW846-3050A. The Reporting Limit is twice that of the Method Detection Limit (MDL) which is the minimum concentration of analyte that can be reported with 99% confidence that the analyte's concentration is greater than zero, and is determined from statistical analysis of replicate samples in a given matrix containing the analyte as defined in 40CFR Part 136, Appendix B. Any modifications that have been made to the previously referenced test methods are documented in WEC Inc.'s Standard Operating Procedures Manual. Supporting Laboratory Documentation is available upon request. WEC is a current proficient participant in the AIHA ELPAT program (Lab ID# 102739). Test reports must not be reproduced without the approval of WEC Inc., and are subject to WEC Inc. General Terms and Conditions (see reverse).

SHIPPER'S NAME, ADDRESS & PHONE <b>WHITE ENVIRONMENTAL CONSU 7311 I STREET, ANCHORAGE AK 99501</b>		SHIPPER'S ACCOUNT NUMBER <b>W2062</b>	NOT NEGOTIABLE <b>AIR WAYBILL</b> (AIR CONSIGNMENT NOTE)  4700 Old International Airport Road Anchorage, Alaska 99502
---	--	--	---

CONSIGNEE'S NAME, ADDRESS & PHONE <b>WHITE ENVIRONMENTAL CONSU 7311 I STREET, ANCHORAGE AK 99501</b>		CONSIGNEE'S ACCOUNT NUMBER <b>9072588661000</b>	It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT AS LISTED IN THE COMPANIES TARIFFS. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
---	--	--	---

ISSUING CARRIER'S AGENT NAME, CITY & PHONE	ALSO NOTIFY NAME & ADDRESS
--	----------------------------

AGENT'S IATA CODE	ACCOUNT NO.	ACCOUNTING INFORMATION 6618745
AIRPORT OF DEPARTURE Kodiak	Declared Value \$ 0.00	Insured Amount \$ 0.00

ROUTING AND BY FIRST CARRIER		TO	BY	TO	BY	COMMENTS
AIRPORT OF DESTINATION Anchorage		FOR CARRIER USE ONLY				

No. Of Pieces Rcd	Gross Weight	kg lb	Rate Class	Commodity Item No.	Chargeable Weight	Rate/Charge	Total	Nature and Quantity of Goods
1	2	lb	M		1	\$29.18	\$29.18	SAMPLES
1	2						\$29.18	

PREPAID	WEIGHT CHARGE	COLLECT	OTHER CHARGES AND DESCRIPTION	
\$29.18			AMOUNT	DESCRIPTION
	VALUATION CHARGE			
\$0.00				
	FEDERAL EXCISE TAX			
\$1.82				
	TOTAL OTHER CHARGES DUE AGENT			
\$0.00				
	TOTAL OTHER CHARGES DUE CARRIER		HAZMAT	
\$0.00			No	
TOTAL PREPAID	TOTAL COLLECT			
\$31.00				



STATION NUMBERS  
 ANCHORAGE - (907) 243-2761  
 ANIAK - (907) 675-4572  
 BARRROW - (907) 852-5300  
 BETHEL - (907) 543-5863  
 DEADHORSE - (907) 659-9222

FAIRBANKS - (907) 450-7250  
 GALENA - (907) 656-1875  
 KOTZEBUE - (907) 442-3020  
 NOME - (907) 443-7595  
 ST. MARYS - (907) 438-2247  
 UNALAKLEET - (907) 624-3595

Shipper certifies that the particulars on the face hereof are correct, agrees to the CONDITIONS AS LISTED IN THE COMPANIES TARIFFS, accepts that carrier's liability is limited as stated in the companies tariffs and accepts such value unless a higher value for carriage is declared on the face hereof subject to an additional charge and that insofar as any part of the consignment contains restricted articles, such part is described by name and is in proper condition for carriage by air according to applicable national governmental regulations, and for international shipments, the current International Air Transport Association's Restricted Articles Regulations.

**X**

**Consignee Copy**

A

# WEC WHITE ENVIRONMENTAL CONSULTANTS INC.

383 Industrial Way, Suite 300 Anchorage, AK 99501 (907)258-8661 Main (907)258-8662 Fax  
 4868 Old Airport Way Fairbanks, AK 99701 (907)456-4637 Main (907)456-4638 Fax

## CHAIN OF CUSTODY

Date: 6-19-12

Client Name: TC Enterprise, Inc. Project Name: MISSION ROAD - 1118 Project #: 2012-218

Billing Address: P.O. Box 2338 City: KODAK State: AK Zip Code: 99615

Phone: 907-486-3755 Fax: 907-486-5553 Cell: 907-942-5544

Email: RYAN@KEVINARNDT.NET

**\*\*By signing for these samples you are responsible for payment. We will not bill someone else on your behalf.\*\***

Samples Relinquished By: [Signature] Date: 6-19-12 Time: 3:15 pm

Samples Received By: JM Date: 6-20-12 Time: 2:11M

Samples Relinquished By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples Analysis Type: PCM PLM TEM LEAD **TCLP** Other (specify)

Composite: **Y** N

Turn-around Time: 6 HR RUSH **24HR** 48HR 72HR 5DAY

Method of Payment: CASH CHECK CREDIT CARD **ACCOUNT**

Sample #	Collection Date	Sample Condition	Turnaround Time	Analysis Type	Volume (L) Air Samples	Time (min) Air Samples	Flow Rate Samples	A/R
TCLP-01	6-19-12	DRY	24 hr.	TCLP	—	—	—	

*It is the responsibility of the Customer to ensure that samples are correctly taken and packaged. WEC reserves the right to refuse samples for analysis which are obviously unsuitable due to damage, incorrect or insufficient labeling, or incorrect sample loading. WEC will contact the Customer as soon as such a problem is identified and will discuss with the Customer the course of action to be taken.*



# WL WHITE LABORATORIES LLC.

383 INDUSTRIAL WAY ANCHORAGE, AK 99501 PH (907) 258-8661

E-MAILED JUN 22 2012

## TCLP (Lead)

WL Project #: 12G-578  
Client Project#: 2012-218

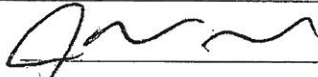
Report #: 89252  
Report By: L.White  
Report Date: 6/22/2012

Client: TC Enterprise  
P.O. Box 2338  
Kodiak, AK 99615

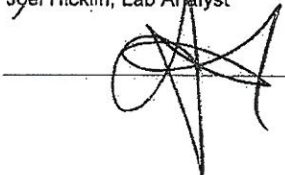
Collection By: CLIENT  
Collection Date: 6/19/2012  
# Samples: 1  
Analysis By: J.Hicklin  
Analysis Date: 6/21/2012  
Received By: J.Hicklin  
Received Date: 6/20/2012  
TAT: 24 Hour

Project Name/Location Mission Road-1118

Client ID #	Lab ID #	Ext Fid by Ph test	Weight (g)	Ext Fid Vol (l)	mg/l Lead
TCLP-01	AL12-1261	1	100.0	2.000	<RL


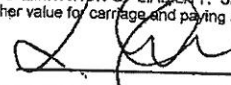
  
Joel Hicklin, Lab Analyst

Date 6/22/2012



Date 6/22/2012

Reporting Limit is 0.40 milligrams per liter (mg/L). Analysis is performed by flame atomic absorption spectroscopy NIOSH 7082, preparation method SW846-1311. The Reporting Limit is twice that of the Method Detection Limit (MDL) which is the minimum concentration of analyte that can be reported with 99% confidence that the analyte's concentration is greater than zero, and is determined from statistical analysis of replicate samples in a given matrix containing the analyte as defined in 40CFR Part 136, Appendix B. Any modifications that have been made to the previously referenced test methods are documented in WEC Inc.'s Standard Operating Procedures Manual. Supporting Laboratory Documentation is available upon request. WEC is a current proficient participant in the AIHA ELPAT program (Lab ID# 102739). Test reports must not be reproduced without the approval of WEC Inc., and are subject to WEC Inc. General Terms and Conditions (see reverse).

SHIPPER'S NAME, ADDRESS & PHONE <b>WHITE ENVIROMEN WHITE ENVIR 7311 I STREET ANCHORAGE AK 99518</b>		SHIPPER'S ACCOUNT NUMBER <b>9072588661</b>		NOT NEGOTIABLE <b>AIR WAYBILL</b> (AIR CONSIGNMENT NOTE)  4700 Old International Airport Road Anchorage, Alaska 99502					
CONSIGNEE'S NAME, ADDRESS & PHONE <b>WHITE ENVIROMEN WHITE ENVIR 7311 I STREET ANCHORAGE AK 99518</b>		CONSIGNEE'S ACCOUNT NUMBER <b>W2062</b>		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT AS LISTED IN THE COMPANIES TARIFFS. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.					
ISSUING CARRIER'S AGENT NAME, CITY & PHONE				Received in Good Condition  Place _____ Date _____ <b>TO EXPEDITE MOVEMENT, SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTION HEREON</b>					
AGENT'S IATA CODE		ACCOUNT NO.		ALSO NOTIFY NAME & ADDRESS					
AIRPORT OF DEPARTURE <b>Kodiak</b>		Declared Value <b>\$ 0.00</b>		Insured Amount <b>\$ 0.00</b>					
ROUTING AND DESTINATION				ACCOUNTING INFORMATION 6631524 Acc#: W2062 WHITE ENVIRONMENTAL CONSULT.					
TO BY FIRST CARRIER		TO BY		COMMENTS samples					
AIRPORT OF DESTINATION <b>Anchorage</b>		FOR CARRIER USE ONLY							
		FLIGHT DATE <b>0</b>		FLIGHT DATE					
No. Of Pieces Rcp	Gross Weight	kg lb	Rate Class	Commodity Item No.	Chargeable Weight	Rate/Charge	Total	Nature and Quantity of Goods	
1	2	lb	M		1	\$29.18	\$29.18		
1	2						\$29.18		
PREPAID		WEIGHT CHARGE		COLLECT		OTHER CHARGES AND DESCRIPTION			
				\$29.18		AMOUNT DESCRIPTION			
		VALUATION CHARGE		\$0.00					
		FEDERAL EXCISE TAX		\$1.82					
		TOTAL OTHER CHARGES DUE AGENT		\$0.00					
		TOTAL OTHER CHARGES DUE CARRIER		\$0.00		HAZMAT No			
TOTAL PREPAID		TOTAL COLLECT		\$31.00					
STATION NUMBERS ANCHORAGE - (907) 243-2761 ANIAK - (907) 675-4572 BARROW - (907) 852-5300 BETHEL (907) 543-3825 DEADHORSE - (907) 659-9222		FAIRBANKS - (907) 450-7250 GALENA - (907) 656-1875 KOTZEBUE - (907) 442-3020 NOME - (907) 443-7595 ST. MARYS - (907) 438-2247 UNALAKLEET - (907) 624-3595		Shipper certifies that the particulars on the face hereof are correct, agrees to the CONDITIONS AS LISTED IN THE COMPANIES TARIFFS, accepts that carrier's liability is limited as stated in the companies tariffs and accepts such value unless a higher value for carriage is declared on the face hereof subject to an additional charge and that insofar as any part of the consignment contains restricted articles, such part is described by name and is in proper condition for carriage by air according to applicable national governmental regulations, and for international shipments, the current International Air Transport Association's Restricted Articles Regulations.					



Consignee Copy



# BUILDING DEPARTMENT

710 MILL BAY ROAD, ROOM 208  
KODIAK, ALASKA 99615

---

---

dmathers@city.kodiak.ak.us

TELEPHONE 907-486-8070  
907-486-8072  
FAX 907-486-8071

10/9/2013

To: Mark Kozak  
Public Works Director

Re: 1118 Mission Rd  
Order of Demolition

Mark

It appears that an Order of Demolition has not been issued as required by section 801.1 of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

Please accept this letter as the Order of Demolition for an abandoned house at 1118 Mission Rd. LT 2 Paul's Sub and LT 2 BLK 35A, East addition.

A handwritten signature in black ink, appearing to read "Doug Mathers", with a long horizontal flourish extending to the right.

Doug Mathers  
Building Official  
City of Kodiak  
907 486 8072



cc

DESIGNATION OF DANGEROUS BUILDINGS  
Kodiak Recording District 303

Pursuant to Section 402 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, which has been incorporated into the Kodiak City Code by KCC 14.04.010,G, I Douglas Mathers, in my capacity as Building Official of the City of Kodiak herby certify that the building described below is a dangerous building and the owner thereof has been so notified.

DESCRIPTION OF PROPERTY:

Parcel #1: Lot 2, Paul's Subdivision, United States Survey 1681, according to plate 40-1 located in the Kodiak Recording District, Third Judicial District, State of Alaska


Parcel # 2: Lot 2 Block 35A East Addition to The Townsite Of Kodiak, United States Survey Number 2538B, according to plat 86-6, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

DESCRIPTION OF BUILDING:

One abandoned single family dwelling


OWNER OF RECORD:

Dolores Kairiuak aka Dolores Kairaiuak  
Dated January 10, 2012

  
Douglas Mathers,  
Building Official,  
City of Kodiak

After Recording, please return to:  
Douglas Mathers  
City of Kodiak  
PO Box 1397  
Kodiak AK  
99615

NENITA S. NICOLAS  
Notary Public  
State of Alaska  
My Commission Expires  
April 24, 2013

  
Notary Public in and for the State of Alaska  
My commission Expires 4-24-13

KODIAK RECORDING OFFICE  
204 MISSION RD ROOM 110  
KODIAK, AK 99615  
907-486-9432

KODIAK RECORDING OFFICE  
0017340000252752102500

Date: 02/10/2012 10:57:33 AM

CREDIT CARD SALE

CARD NUMBER: \*\*\*\*\*0086 S  
TRAN AMOUNT: \$22.00  
APPROVAL CD: 010186  
RECORD #: 002  
CLERK ID: NROCSTU  
CUST CODE: 230  
SALES TAX: \$0.00

Thank you!

Customer Copy

# WESTERN ALASKA LAND TITLE CO.

Agent for STEWART TITLE GUARANTY COMPANY

506 Marine Way, Suite 3 • P.O. Box 864 • Kodiak, Alaska 99615

(907) 486-4433 • Fax (907) 486-5109

## INVOICE

CITY OF KODIAK  
P.O. BOX 1397  
KODIAK, AK 99615  
Attention: DOUG MATHERS

Our Order No./Invoice No. : 4289  
Your Reference No. :  
Date : 7/19/2006  
Buyer/Borrower : KAIRIUAK  
Seller :  
Abbreviated Legal : LT 2 PAUL'S SUB AND LT 2, BLK 35A, EAST ADDITION

ITEM DESCRIPTION	PREMIUM/FEES
Owner/Purchaser Premium	
( ) Standard - ( ) ALTA Mortgage Premium	
Limited Liability Report	\$250.00
Recording Fees	
	Tax Exempt
<b>TOTAL AMOUNT DUE</b>	<b>\$250.00</b>

Per the State of Alaska Insurance Commissioner, a **\$250.00** deposit must be paid immediately upon receipt of the Preliminary Title Commitment. Should this transaction be cancelled – the \$250.00 deposit will be retained by Western Alaska Land Title Company, Inc. as a “Cancellation Fee” per requirement of the State of Alaska

**Please pay from this invoice. This is the only billing you will receive. Thank you!**

**WESTERN ALASKA LAND TITLE CO.**

506 Marine Way, Suite 3 • P.O. Box 864 • Kodiak, Alaska 99615  
(907) 486-4433 • Fax (907) 486-5109

**LIMITED LIABILITY REPORT**

CITY OF KODIAK  
P.O. BOX 1397  
KODIAK, AK 99615  
Attention: DOUG MATHERS

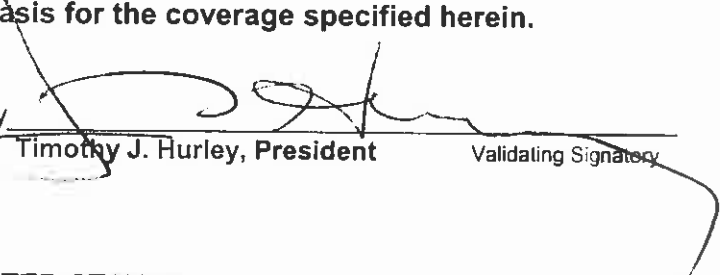
Our Order Number: 4289

Date: July 19, 2006 at 8:00 a.m.

**Amount Due** \$250.00

That title to the property described herein is vested on the date shown above in DOLORES KAIRIUAK, an estate in fee simple, subject only to the exceptions shown herein.

**This report shall have no force or effect except as a basis for the coverage specified herein.**

By   
Timothy J. Hurley, President Validating Signatory

**LEGAL DESCRIPTION:**

Parcel No. 1: LOT TWO (2), PAUL'S SUBDIVISION, UNITED STATES SURVEY 1681 according to Plat 40-1, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

Parcel No. 2: LOT TWO (2) BLOCK THIRTY-FIVE "A" (35A) EAST ADDITION TO THE TOWNSITE OF KODIAK, UNITED STATES SURVEY 2538B, according to Plat 86-6, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

- continued -

NOTE Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity

**SUBJECT TO:**

1. Reservations contained in United States Patent.
2. Taxes, if any, due the Kodiak Island Borough.
3. Easement for the construction, maintenance and operation of sewer lines as granted to the City of Kodiak by instrument recorded August 1955 in Book 2 at Page 33.
4. Matters disclosed by Plat 40-1 and Plat 86-6.
5. "Notice of Water Charges Lien" by the City of Kodiak in the amount of \$592.00 recorded January 15, 1998 in Book 154 at Page 237.
6. This report is restricted to the use of the addressee, and is not to be used as a basis for closing any transaction affecting title to said premises. Liability of the company for the information provided herein and any claim of negligence resulting therefrom shall be limited to the compensation received therefor.

**END OF EXCEPTIONS**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company and Western Alaska Land Title Company, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers (06/06/03)

TJH/amp  
7/26/06



7/25/06 13:28:45

KODIAK ISLAND BOROUGH

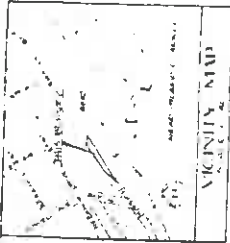
LBTXIN

Real & Personal Property Inquiry

Property Number: R1260000020                      Jurisdiction: CITY  
 Previous Property#:                                      Land Area: ACRE  
 Owner(s) Name: KAIRIUAK DOLORES                      Building Area sq.ft:  
 Physical Address: 1118 MISSION RD                      Main Level  
 Mailing Address: 7837 BLACKBERRY ST.  
 Mailing City: ANCHORAGE                      State: AK   Zip Code: 99502  
 Zoning Type: R2      Current Use:                      Exemption:  
 Legal Desc.: PAULS LT 2/EAST ADD BK 35A LT 2

		Assessments			
Year	Type	Land	Improvements	Pers.Property	Vess/Plane
2006	REAL	57000	39200		

		Tax Billing			
Year	Type	Billings	Interest	Penalty	Total
2006	REAL	1202.50			1202.50
Total Borough Taxes Due:			1202.50		
Total Borough Utilites Due:			.00		



**OWNER'S APPROVAL**  
 I hereby approve the proposed subdivision of the above described land into lots as shown on the attached plat.  
 Date: 1/15/84  
 Signature: [Signature]

**NOTARY'S ACKNOWLEDGMENT**  
 I, Notary Public, do hereby certify that the above described person is the owner of the above described land and that he has executed the foregoing instrument for the purposes and in the capacity therein expressed.  
 Date: 1/15/84  
 Signature: [Signature]

**DEED APPROVAL**  
 I hereby approve the proposed subdivision of the above described land into lots as shown on the attached plat.  
 Date: 1/15/84  
 Signature: [Signature]

**SUBDIVISION CERTIFICATE**  
 This is to certify that the above described land has been subdivided into lots as shown on the attached plat and that the same are being offered for sale to the public.  
 Date: 1/15/84  
 Signature: [Signature]

**LEGEND**  
 1. Property of [Owner]  
 2. [Other description]

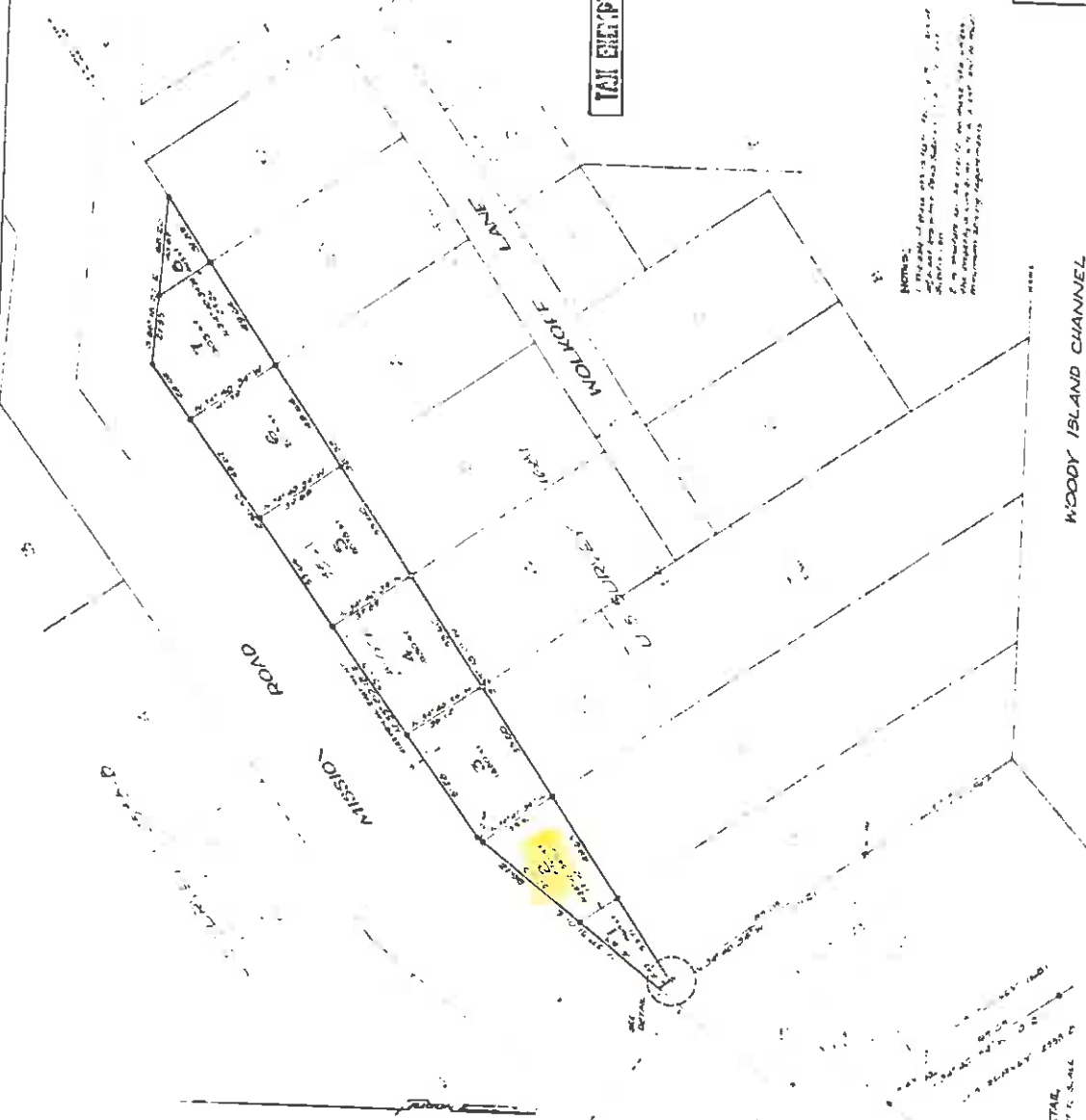
**NOTE**  
 The plat is subject to the provisions of the [Act]

**PREPARED BY**  
 [Signature]

**EXPIRES**  
 1/15/84

TAX DELINQUENT

**NOTES:**  
 1. Property of [Owner]  
 2. [Other description]

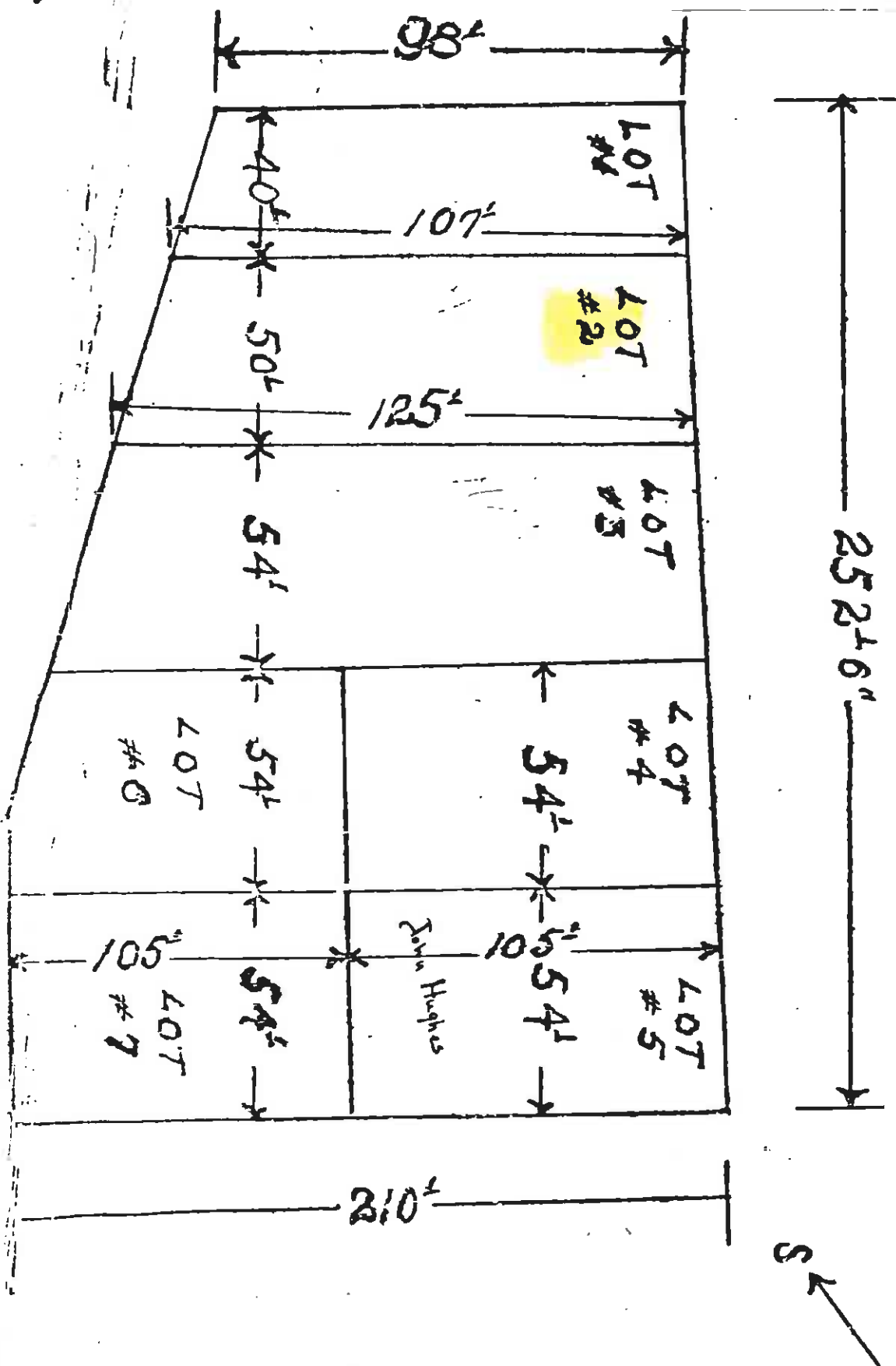


Plat 576 6

1	1/15/84
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49	1/15/84
50	1/15/84

WOODY ISLAND CHANNEL

Base Aerial Photograph



2005-002858-0

Recording Dist. 303 - Kodiak  
10/19/2005 2:44 PM Pages: 1 of 2

A  
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A  
S  
K  
A



QUITCLAIM DEED

The Grantor, Kodiak Island Borough, a municipal corporation, of 710 Mill Bay Road, Kodiak, Alaska 99815, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to the Grantee, Dolores Kairiuk, of 7837 Blackberry St., Anchorage, Alaska 99502 all interest, if any, in and to that certain real property located in the State of Alaska and more particularly described as follows:

PARCEL NO 1: LOT TWO (2), PAUL'S SUBDIVISION, U.S SURVEY NO. 1681, according to Plat 40-1, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

PARCEL NO 2: LOT TWO (2), BLOCK THIRTY FIVE "A" (35A), EAST ADDITION TO THE TOWNSITE OF KODIAK, U.S SURVEY NO. 2538B, according to Plat 86-8, located in the Kodiak Recording District, Third Judicial District, State of Alaska.

DATED this 17<sup>th</sup> day of October, 2005, at Kodiak, Alaska.

KODIAK ISLAND BOROUGH

By *Rick Gifford*  
Rick Gifford, Manager, Grantor

ATTEST:

*Judith A. Nielsen*  
Judith A. Nielsen, Borough Clerk



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 17<sup>th</sup> day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, commissioned as such, personally appeared Rick Gifford, to me known to be the Manager of the Kodiak Island Borough, a municipal corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was executed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its bylaws or a resolution of its Assembly

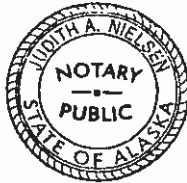
WITNESS my hand and notarial seal the day and year first above written.

*Judith A. Nielson*  
Notary Public in and for Alaska  
My Commission Expires: 12/22/2007

**AFTER RECORDING, RETURN TO:**

Assessing Department  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, AK 99615

4702689 kairiak deed 2.wpd



QUITCLAIM DEED - page 2 of 2



0154 237

NOTICE OF WATER CHARGES LIEN

Pursuant to SEC 13.08.060, the City of Kodiak, Alaska hereby gives notice that it claims a lien against the following real property within the Kodiak Recording District, Third Judicial District, State of Alaska to secure payment of unpaid charges for water or water service delivered to the property:

1118 Mission Road (Legal Description: Sub Lot 2/East Addition Block 35A, Lot 2)

Information concerning this lien is as follows:

Account Debtor(s):	<u>Delores Kairajack</u>
Address:	<u>2927 Blackberry St, Anchorage AK 99502</u>
Amount of Lien through <u>01/01/98</u> :	\$ <u>392.00</u>
Principal:	\$ <u>392.00</u>
Accretion fee:	\$ <u>100.00</u>
TOTAL:	\$ <u>492.00</u>

Pursuant to AS 45.45.010 interest accrues on the amount of unpaid water charges at the rate of ten and one-half percent (10.5%) per year until paid. Partial payments are credited first to current charges, then to delinquent principal.

Any questions concerning this lien should be directed to City of Kodiak, P.O. Box 1397, Kodiak, Alaska 99615, Attn: Finance Director.

DATED this 11th day of January, 1998.

98-0084  
6-

Eric Scudder  
ERIC SCUDDER, FINANCE DIRECTOR  
CITY OF KODIAK

KODIAK REC  
DISTRICT  
REQUESTED BY

City of Kodiak  
'98 JAN 15 PM 1 29

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that the foregoing instrument acknowledged before me this 11th day of January, 1998, by ERIC SCUDDER, the Finance Director of the CITY OF KODIAK, Alaska on behalf of the City of Kodiak.

Witness my hand and notarial seal the day and year first above written.

Sanni M. Healy  
Notary Public in and for Alaska  
My Commission Expires: 1/03/00

Recording Information  
KODIAK RECORDING DISTRICT  
AFTER RECORDATION PLEASE RETURN TO:  
CITY OF KODIAK, P.O. BOX 1397, KODIAK, ALASKA 99615, ATTN: FINANCE DIRECTOR



WARRANT

KNOW ALL MEN BY THESE PRESENTS that Thomas L. Gallagher and Mary  
Gallagher, his lawful wedded wife, of Kodiak, Alaska, hereinafter referred to  
as the "Grantor", in consideration of One and no/100ths (\$1.00) Dollars, and  
other good and valuable consideration, the receipt of which is hereby acknow-  
ledged, hereby grants unto the City of Kodiak, a municipal corporation of the  
Territory of Alaska, its successors and assigns, hereinafter referred to as the  
"Grantee", an easement situated in that certain property within the City of  
Kodiak, Kodiak Precinct, Alaska, and affecting that certain lot, which property  
and easement is more fully described as follows, to-wit: Lot 3, Paul's Sub-div.

"Beginning at L. E. Survey No. 1661 V.C.M.C.I.; thence  
S 34° - 43' E 24.3 feet; thence N 63° - 56' E 40.3  
feet to the point of beginning; thence N 63° - 56' E  
50.1 feet; thence S 34° - 43' E 10.1 feet; thence S  
63° - 56' W 50.1 feet; thence N 34° - 43' W 10.1 feet  
to the point of beginning. This tract contains 0.01  
acres".

TO HAVE AND TO HOLD the above-described easement unto the Grantee,  
its successors and assigns, together with the right of ingress and egress to  
and from the above-described easement, over and across the adjacent land of  
the Grantor for the purpose of erection, construction, maintenance and opera-  
tion therein and thereon of sewer mains and collection system, together with  
such facilities as may be reasonably connected therewith or appurtenant there-  
to; provided, that the Grantor, its successors and assigns, shall have the  
right to reasonably use and enjoy said above-described easement for all pur-  
poses which may not interfere or be inconsistent with the use of the Grantee  
for the purposes above-mentioned and provided also that if the Grantee, its  
successors and assigns, shall fail to use said easement for the purposes above-  
mentioned for a continuous period of one year after construction, then and in  
that event this easement shall terminate and all rights and privileges granted  
hereunder shall revert to the Grantor, its successors and assigns.

The Grantor, for itself and its successors and assigns covenants to  
and with the Grantee, its successors and assigns, that the Grantee, its suc-  
cessors and assigns shall peaceably enjoy the rights and privileges here granted.

IN WITNESS WHEREOF, Thomas L. Gallagher and Mary Gallagher have executed these presents this 2 day of June, 1973

*Thomas L. Gallagher*  
Thomas L. Gallagher

*Mary Gallagher*  
Mary Gallagher

EXECUTED IN THE PRESENCE OF:

*Margaret L. King*  
*Richard H. Berg*

TERRITORY OF ALASKA

THIRD JUDICIAL DISTRICT

On this 2 day of June, 1973, before me appeared Thomas L. Gallagher and Mary Gallagher, to me personally known, who being duly sworn, did execute the foregoing document and acknowledged said instrument to be a free act and deed of said parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Richard H. Berg*

SEAL

*Richard H. Berg*  
Notary Public  
The within instrument was filed for record in the office of the Notary Public at the County of Alaska, State of Alaska, on the 2 day of June, 1973, at the City of Anchorage, Alaska, and duly recorded in Volume 100, page 100 of the records of said District.



Parcel: 012-241-94-000

Residential Single Family

07/25/06

---

GALLAGHER-KAIRAIUAK DOLORES L

EAZY ACRES

LT 2

7837 Blackberry Street

Anchorage AK 99502

Site 7837 Blackberry St

**Kodiak Island Borough**  
 Serving the people of Kodiak Island and the surrounding area

[Home](#), [Search Again](#)

<b>Property ID</b>	R1260000020
<b>Last Name</b>	KIB/KAIRIUAK
<b>First Name</b>	DOLORES
<b>Legal Description</b>	PAULS LT 2/EAST ADD BK 35A LT 2
<b>Street Address</b>	1118 MISSION RD
<b>Tax Code Area</b>	1
<b>School District</b>	KISD
<b>Exempt Code</b>	EX
<b>Zoning Type</b>	R2
<b>Property Use</b>	SFR
<b>Mailing Address</b>	7837 BLACKBERRY ST. ANCHORAGE, AK 99502
<b>Land Value</b>	50000
<b>Misc Value</b>	0
<b>Building Value</b>	39200
<b>Total Value(\$)</b>	89200

**This information is current as of July 2005**

[View this property on a map](#)

Copyright 2003 - Kodiak Island Borough

Kodiak Island, Alaska  
PAVUS LT 2/EASTR ADD BK 35A LT 2

REQUESTED BY: ASCLR2 RUN 07/24/06 02:32 PM  
KAI'RITIAK, DOLORES  
7837 BLACKBERRY ST.  
ANCHORAGE, AK 99502

1118 MISSION RD  
KODIAK  
99615  
PAGE 1 OF 1  
R1260000020

STYLE RES BLDG NO. 001  
Bldg Type: RBSM Residential with Basement  
Ext Wall 1: 00 Wood Siding Avg Grade  
% Wall 1: 00 N/A  
Ext Wall 2: 00  
% Wall 2: 00  
Roof Sfr: 01 Gable  
Roof Cvr: 01 Composition Shingle  
Int Wall 1: 01 Sheetrock  
Int Wall 2: 00 N/A  
Wall 1: 00  
Wall 2: 00  
Floor 1: 05 Carpet/Vinyl Fair Grade  
Floor 2: 00 N/A  
Heating: 02 Oil Hot Water BB  
Quality: 01 Fair  
No. Baths: 04 ONE BATH  
Bedrooms: 04 4 Bedrooms  
# Stories: 0001  
# Units: 0001  
Blt Year: 1940  
Eff Year: 1940  
Func Obs: 000  
Econ Obs: 000  
Obs Cn Cdt: None  
Obs Cond: 000  
Depr Tbl: 01  
Fireplace: WSA1 1-Woodstove AG  
Appliance: SFRG SFR Fair Grade Appliance  
Appraiser:  
Appr Date:

Comments :

PROPERTY NOTES :

PERMIT NO TYPE DATE AMOUNT

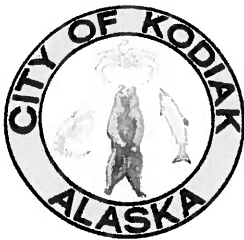
AREA GR AREA PCT AJ AREA  
BAS 1200 100 1200  
BSM 1200 100 1200

EFF AREA  
RCN 2,400  
DEPR 101,261  
OBSQL 66.00  
BUILDING 34,400  
BOOK PAGE DATE OS SALE PRC  
2005 2858 10 19 1

LAND VALUE 57,000  
MISC VALUE 0  
BLDG VALUE 39,200  
CAMA VALUE 39,500  
TOTAL VALUE 96,200  
VALUE BY OVERRIDE  
PV 96,200

APPRaiser  
APP DATE  
PROP USE  
MILL GROUP  
NSHD L 0 M 0 B 0  
SFR 01

RFC	BLDG	CODE	DESC	LENGTH	WIDTH	UNITS	ADJ PRICE	EYE	DT	PCT	ADJUSTMNT	VALUE
1		WDSF	Woodstove	.00	.00	1.00	1500.00	0000	OD	0	.00	1500
		MBA	Wood Balcony	.00	.00	180.00	20.00	0000	OD	0	.00	3600
											MISC TOTAL	5100
RFC	IUSE	DESC	ZONING FRONTAGE	DEPTH	UNITS TP	ACRES	PRICE				AJ PRICE	VALUE
1	9999	Converted	.00	.00	11927.00 S	.27	.00				.00	0
											LAND TOTAL	0



Office of the City Clerk

710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

Notice of Public Hearing—Assessment for Abatement of Dangerous Building

Via Regular and Certified Mail: 7008 1140 0004 5850 5138

December 23, 2013

Dolores Kairiuak aka Dolores Kairaiuak  
7837 Blackberry St.  
Anchorage, AK 99502

Dear Ms. Kairiuak aka Kairaiuak

Pursuant to Section 701.3 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the City of Kodiak ("City") has caused the demolition and removal of a dangerous building located on property described as:

Lot 2, Paul's Subdivision, United States Survey 1681 according to Plat 40-1, and Lot 2, Block 35A, East Addition to the Townsite of Kodiak, United States Survey 2548B, according to Plat 86-6, both located in the Kodiak Recording District, Third Judicial District, State of Alaska,

With the street address of 1118 Mission Road, Kodiak, Alaska ("Property").

There has been filed with the City Clerk a report from the City Public Works Director of the work done, and the itemized cost of the work. **The City Council will hold a public hearing on the report at 7:30 p.m. on January 16, 2014, in the Kodiak Island Borough Conference Room at 710 Mill Bay Road, Kodiak Alaska.** Any person interested in or affected by the cost of the work may file a written protest, describing the property in which the person is interested and the grounds of such protest, with the City Clerk at the address above at any time prior to the time set for the hearing. At the hearing, the City Council will hear and pass upon the report together with any protests. If the Council confirms the charge for the cost of the work, it shall assess the charge against the Property above and thereafter the charge shall be a special assessment and a lien upon the Property.

Sincerely,

Debra Marlar, MMC  
City Clerk



## NOTICE OF PUBLIC HEARING

Pursuant to Section 701.3 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the City of Kodiak ("City") has caused the demolition and removal of a dangerous building located on property described as:

Lot 2, Paul's Subdivision, United States Survey 1681 according to Plat 40-1, and Lot 2, Block 35A, East Addition to the Townsite of Kodiak, United States Survey 2548B, according to Plat 86-6, both located in the Kodiak Recording District, Third Judicial District, State of Alaska,

With the street address of 1118 Mission Road, Kodiak, Alaska.

There has been filed with the City Clerk a report from the City Public Works Director of the work done, and the itemized cost of the work. The City Council will hold a public hearing on the report at 7:30 p.m. on Thursday, January 16, 2014, in the Kodiak Island Borough Conference Room at 710 Mill Bay Road, Kodiak Alaska. Any person interested in or affected by the cost of the work may file a written protest, describing the property in which the person is interested and the grounds of such protest, with the City Clerk at the address above at any time prior to the time set for the hearing. At the hearing, the City Council will hear and pass upon the report together with any protests. If the Council confirms the charge for the cost of the work, it shall assess the charge against the property described above and thereafter the charge shall be a special assessment and a lien upon the property.

DATED this 3rd day of January 2014.


Debra Marlar, City Clerk

---

## MEMORANDUM TO COUNCIL

---

**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniaziowski, City Manager 

**Thru:** Mark Kozak, Public Works Director

**Date:** January 16, 2014

**Agenda Item:** V. g. **Authorization of Trident Basin Fuel Facility and Pipeline Easement Agreement**

---

**SUMMARY:** Since the first approval of this lease in June 2003, Sea Hawk Air has operated this fuel facility at Trident Basin. Staff recommends Council approve the renewal of the attached lease for a period of five years with terms identified in the lease with a beginning payment of \$3,101 for the first year and a 2.5% annual increase in each of the following years.

**PREVIOUS COUNCIL ACTION:**

- In 1996 Council recognized the need for a public fueling facility at Trident Basin
- At a February 2001 work session, Council reviewed a lease request from Sea Hawk Air Inc. to provide an aviation fuel distribution facility at Trident Basin
- The first lease was approved by Council at a June 2003 Council meeting
- The lease was renewed by Council at a June 2008 Council meeting

**DISCUSSION:** Trident Basin is a very active float plane facility with many users such as local air taxis, Fish and Wildlife, Fish and Game, and other private users. The need for a public fueling facility continues to be important to Trident Basin and the community as a means to support aviation activities, particularly float planes.

In 1996 Council recognized the need for a public fueling facility at Trident Basin. They selected the area where the present fueling facility is located. In 2001 Sea Hawk Inc. president Rolan Ruoss met with Council at a work session and presented a lease application to provide an aviation fuel distribution facility at Trident Basin. Council agreed with his proposal and approved the initial five-year lease in June 2003. Sea Hawk Air, dba Trident Basin Fuel, has held a lease with the City since 2003 without problem or incident.

The present lease expired in June 2013 and the Clerk's office notified Sea Hawk in October that the lease had expired. Seahawk requested a renewal, and it needs Council approval.

**ALTERNATIVES:**

- 1) Authorize the renewal agreement, which is staff's recommendation, because Sea Hawk Air has a substantial investment in the fuel facility and has been a responsible tenant. The lease allows that other users could develop a fuel facility if they comply with applicable codes and regulations.
- 2) Do not approve the lease, which is not recommended, since it would eliminate fuel availability at Trident Basin for multiple users, as well as transient visitors to the island.

**FINANCIAL IMPLICATIONS:** The lease amount for 2014 is at the rate of \$3,101 per year and has a 2.5% escalation clause for each of the remaining four years of the lease. This income helps offset the subsidy that the City provides to the Trident Basin enterprise fund.

**LEGAL:** The City Attorney reviewed and updated the lease document and advised that the City Council can approve this lease by motion.

**STAFF RECOMMENDATION:** Staff recommends Council approve the renewal of this five-year agreement with Sea Hawk Air, dba: Trident Basin Fuel, from January 1, 2014, through December 31, 2018.

**CITY MANAGER'S COMMENTS:** I support Mark Kozak's recommendation that Council authorize this agreement with Sea Hawk Air, Inc. for the operation of the fuel facility at Trident Basin. Sea Hawk has been a good tenant since 2003 and has operated without incident or harm to the City or its property while providing a needed service to Trident Basin users. I recommend Council approve the agreement and authorize me to execute the documents on behalf of the City.

**ATTACHMENT:**

Attachment A: Lease and Pipeline Agreement for Trident Basin Fuel Facility

**PROPOSED MOTION:**

Move to approve Lease and Pipeline Easement Agreement No. 211923 with Sea Hawk Air, Inc. for a term of five years from January 1, 2014, through December 31, 2018, and authorize the City Manager to execute the necessary documents.

**LEASE AND PIPELINE EASEMENT AGREEMENT NO. 211923  
TRIDENT BASIN FUEL FACILITY**

THIS LEASE AND EASEMENT AGREEMENT, made this \_\_\_ day of January 2014, by and between the CITY OF KODIAK, an Alaska municipal corporation, herein referred to as "Lessor," and Sea Hawk Air, Inc., DBA Trident Basin Fuel, an Alaska corporation, herein referred to as "Lessee," provides as follows:

**1. Premises.** Upon the terms and conditions herein set forth and subject to the prompt payment and performance by Lessee of each and every sum and other obligation hereinafter referred to, the Lessor does hereby:

A. Lease, let, and demise to the Lessee, and the Lessee does hereby lease from the Lessor that certain property located within the Kodiak Recording District, State of Alaska, containing approximately 1,194 square feet as described on Attachments "A" and "B" as follows:

Commencing at Corps of Engineers Monument TDB-121 reset, a 2" aluminum cap monument found, from which Corps of Engineers Monument TDB-119 bears S 22E41'06" E 1046.71 feet. This being the Basis of Bearing for this description.

Thence S 43E00'14" W 298.99 feet to the True Point of Beginning;

Thence from said point of beginning, S16E50'10"E, 35.02 feet;

Thence S 72E56'45" W, 33.73 feet;

Thence N 17E29'13" W, 35.33 feet;

Thence N 73E28'44" E, 34.13 feet; to the point of beginning.

B. Grant to Lessee an easement for the location and maintenance of a pipeline for an aviation fuel delivery system, over, across, on, and under that portion of the premises as described on Attachments "A" and "C" containing approximately 1,916 square feet, described below, for ingress and egress to and from the Fuel Distribution Facility; provided, however, that in no event shall the rights granted to the Lessee pursuant to this easement be construed or exercised so as to interfere with the access to or use of the Trident Basin Float Plane Dock by other parties.

Fuel Service Easement:

Commencing at Corps of Engineers Monument TDB-121 reset, a 2" aluminum cap monument found, from which Corps of Engineers Monument TDB-119 bears S 22E41'06" E 1046.71 feet. This being the Basis of Bearing for this description.

Thence S 43E00'14" W 298.99 feet to the True Point of Beginning;

Thence from said point of beginning, S16E50'10"E, 3.69 feet;

Thence N 80E14'13" E, 16.56 feet;

Thence S 12E50'26" E, 35.97 feet;

Thence N 87E22'10" E, 10.68 feet;

Thence N 01E55'11" W, 12.82 feet;

Thence N 90E00'00" E, 10.18 feet;

Thence S 01E22'44" E, 17.84 feet;

Thence S 57E07'38" E, 53.80 feet;

Thence S 70E04'47" E, 10.22 feet;

Thence S 64E38'07" E, 52.34 feet;

Thence N 29E59'20" E, 7.88 feet;

Thence S 63E09'29" E, 7.32 feet;



Thence N 23E47'49" E, 2.70 feet;  
 Thence S 64E55'26" E, 5.83 feet;  
 Thence S 26E10'56" W, 15.95 feet;  
 Thence N 63E48'23" W, 5.78 feet;  
 Thence N 10E41'59" W, 3.99 feet;  
 Thence N 65E00'42" W, 55.88 feet;  
 Thence S 29E18'58" W, 5.90 feet;  
 Thence S 86E41'04" W, 5.12 feet;  
 Thence N 65E12'21" W, 8.65 feet;  
 Thence N 57E21'56" W, 60.69 feet;  
 Thence S 86E06'53"W, 17.19 feet;  
 Thence N 12E15'46" W, 18.80 feet;  
 Thence S 75E28'31" W, 4.78 feet;  
 Thence N 16E50'10" W, 26.85 feet;  
 Thence N 16E50'10" W, 3.69 feet; to the point of beginning.

These leased premises and pipeline easement are hereinafter referred to as the "Site."

**2. Term.** This Lease shall continue in effect for a period of five years from January 1, 2014, through December 31, 2018, provided, however, that either party shall have the right to cancel this Lease upon thirty (30) days written notice in advance of the date of such cancellation, such notice to be by certified mail sent to the usual mailing address of the party to be notified.

**3. Rental.** Lessee agrees to pay as and for rent the sum of \$3,101 annually in equal monthly installments which fall due on the first of each calendar month of the Lease term and according to the following schedule for the remaining four years.

YEAR	RENTAL
2	102.5% of Year 1
3	105.0% of Year 1
4	107.5% of Year 1
5	110% of Year 1

If a monthly installment is not paid by the fifth of the month in which it becomes due, a penalty of \$30 will be added to the rental amount; and, in addition, simple interest shall accrue and be added to the rental amount at the rate of 10.5% per annum from the due date until paid.

**4. Conditions of Lease.** The Site shall be used solely as an aviation fuel distribution facility. The City agrees to prohibit the refueling of aircraft at Trident Basin Seaplane Base by any dispensing system that does not comply with all applicable codes and regulations.

**5. Availability of Service.** Lessee shall operate its aviation fuel distribution facility at the Site as a first class business of high quality and public service. Lessee shall make aviation fuel available to the public at the Site twenty-four hours a day, seven days a week.

**6. Price of Fuel Sold to Public.** Lessee shall furnish aviation fuel to the public at the Site at a reasonable price. The price which Lessee establishes and maintains from time to time for the sale of aviation fuel to the public shall be comparable to and competitive with the prices

maintained for aviation fuel of like grade and quality at other aviation fuel distributors on Kodiak Island. Notwithstanding the foregoing, Lessee shall not be required to sell aviation fuel to the public at a price per gallon that is less than Lessee's operating and capital costs of furnishing aviation fuel at the Site, on a per gallon basis. Lessee's operating and capital costs shall consist of the cost of those items listed on Attachment D attached hereto and made a part hereof. Costs that are not incurred on a per gallon basis shall be allocated on a per gallon basis using a reasonable estimate of the number of gallons that will be sold in a year.

**7. Required Records.** Lessee shall keep at its business headquarters in Kodiak full and accurate books of account, records, cash receipts, and other pertinent data showing Lessee's operating and capital costs of furnishing aviation fuel at the Site, the prices at which Lessee sells aviation fuel to the public, and Lessee's gross receipts from such sales. Lessee shall install and maintain one or more accurate receipt-printing cash registers and shall record on a cash register every sale of aviation fuel made from the Site. Such books of account, records, cash receipts and other pertinent data for a lease year shall be kept for a period of two years after the end of the lease year. During the term and for a period of two years after the expiration of the term, Lessor may inspect Lessee's books of account, records, cash receipts, and other pertinent data, so Lessor can ascertain Lessee's operating and capital costs of furnishing aviation fuel at the Site, the prices at which Lessee sells aviation fuel to the public, and Lessee's gross receipts from such sales. Lessee shall cooperate fully with Lessor in making such inspection. Lessor shall keep any information gained from such inspections confidential and shall not disclose it other than to carry out the purposes of this Lease.

**8. Parties Interested Herein.** Nothing in this Lease, express or implied, is intended or shall be construed to give to any person, other than Lessor, any right, remedy or claim under or by reason of this Lease; provided that the covenants, stipulations and agreements in Section 6 [Price of Fuel Sold to Public] are and shall be for the benefit of both Lessor, its successors and assigns, and the members of the public who purchase aviation fuel from Lessee at the Site, each of whom is explicitly recognized as being a third-party beneficiary under such section and may enforce any right, remedy or claim that it may have under such section.

**9. Improvements.** Lessor shall have the right to make additions, alterations, or improvements to the Site which will not impede Lessee's access to or use of the Site. Lessee shall have the right to erect or construct a suitable building and/or associated structure(s) necessary for the distribution of aviation fuel. Any improvements constructed by Lessee shall be consistent with the limited use of the Site authorized by this Lease and shall be constructed at Lessee's expense. Upon termination of this Lease, such improvements shall become the property of Lessor or, at Lessee's option, removed by Lessee at its sole expense.

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

**11. Insurance/Indemnification.** The Lessee shall not commence with use of the Site until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Kodiak. The required lines and limits of insurance are as follows:

A. General Liability Insurance: The Lessee shall procure and maintain during the life of this agreement, general liability insurance on an “occurrence basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

B. Motor Vehicle Liability Insurance: The Lessee shall procure and maintain during the life of this agreement, motor vehicle liability insurance, including all applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit.

C. Workers Compensation Insurance: The Lessee shall procure and maintain during the life of this contract, workers compensation insurance, including employer’s liability coverage, in accordance with all applicable statutes of the State of Alaska.

D. Pollution Liability Insurance: The Lessee shall procure and maintain during the life of this contract, pollution liability insurance, on an “occurrence basis” with limits of liability not less than \$1,000,000 per occurrence.

E. Additional Insured: All insurance policies, as described above, shall include an endorsement stating the following shall be Additional Insured: The City of Kodiak, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether the other available coverage be primary, contributing or excess.

Cancellation Notice: All insurance policies, as described above, shall include an endorsement stating the following: “Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Kodiak.

**12. Environmental.** A. For purposes of this section:

i. “Environmental Requirement” shall mean any law, regulation, or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA) and all similar state and local laws, rules, regulations, and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation may be amended from time to time.

ii. “Environmental Hazard” shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

iii. “Hazardous Material” shall mean

(a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 *et seq.*)

(b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 *et seq.*)

(c) any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 *et seq.*)

(d) any pollutant as defined in the Clean Water Act (33 USC §1251 *et seq.*)

(e) gasoline, petroleum, or other hydrocarbon products or by-products

(f) asbestos

(g) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

iv. Environmental Liabilities shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), arising from or based on (i) environmental contamination or the threat of environmental contamination or (ii) noncompliance, or violation of, any Environmental Requirement and shall include, but not be limited to, liability arising from

(a) any governmental action, order, directive, administrative proceeding, or ruling

(b) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources

(c) clean-up, remediation, investigation, monitoring, or other response action

v. Environmental Release shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous materials into the environment.

B. At all times during the term of the Lease, Lessee shall conduct its activities at the Site, and shall ensure that any invitee of Lessee conducts its activities at the Site in strict compliance with all applicable Environmental Requirements.

C. Notwithstanding any other provision of this Lease, Lessee agrees to indemnify and hold harmless Lessor, Lessor's successors and assigns, and Lessor's present and future officers, directors, employees, and agents, (collectively "Lessor Indemnitees") from and against any and all Environmental Liabilities which Lessor or any or all of the Lessor Indemnitees may hereafter suffer, bear, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Lessee or Lessee's activities, including any Environmental Hazard at the Site to the extent caused by or attributable to any invitee of Lessee or by the activities of any invitee of Lessee.

D. The provisions of this section shall survive termination of this Lease.

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

**14. Operation of Equipment.** In installing, operating, or maintaining any equipment on the Site and in its general management of the Site, the Lessee will act in accordance with applicable laws and regulations and will not do, attempt, or permit any acts in connection with this Lease which could be construed as a violation of law.

**15. Condition of Site.** The Lessee takes the Site in its present condition and the Lessor shall have no responsibility for its condition, or for any damage suffered by the Lessee or any other person due to such conditions.

**16. Assignment and Subleasing.** Lessee may not sublease the Site, either in whole or in any portion, without first obtaining the approval of the City Council in writing. Lessee may not assign, mortgage, pledge, or otherwise encumber all or any portion of this Lease or the Site without first obtaining the approval of the City Council. Any assignment, pledge, or encumbrance approved by the Council shall be subject to all terms and provisions of this Lease.

Any assignment, pledge, or encumbrance executed without the proper approval of the Council shall be void and of no force and effect.

**17. Default and Re-Entry.** If Lessee fails to cure any default of the conditions of this Lease within thirty (30) days after written notice thereof by Lessor, or in the event insolvency proceedings should be instituted by or against Lessee, then Lessor may terminate the Lease as of such date and re-enter the Site and remove all property therefrom and Lessee shall remain liable for the payment of rental to the extent provided by law.

**18. Applicable Law.** Lessee shall, at all times, in its use and occupancy of the Site and in the conduct of its operations thereon, comply with all applicable federal, state, and local laws, ordinances, and regulations.

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

CITY OF KODIAK

LESSEE

\_\_\_\_\_  
Aimée Kniazowski, City Manager  
  
710 Mill Bay Road  
Kodiak, Alaska 99615

\_\_\_\_\_  
Rolan B. Ruoss, President  
Sea Hawk Air, Inc.  
P.O. Box 3561  
Kodiak, Alaska 99615

Attest:

Witness:

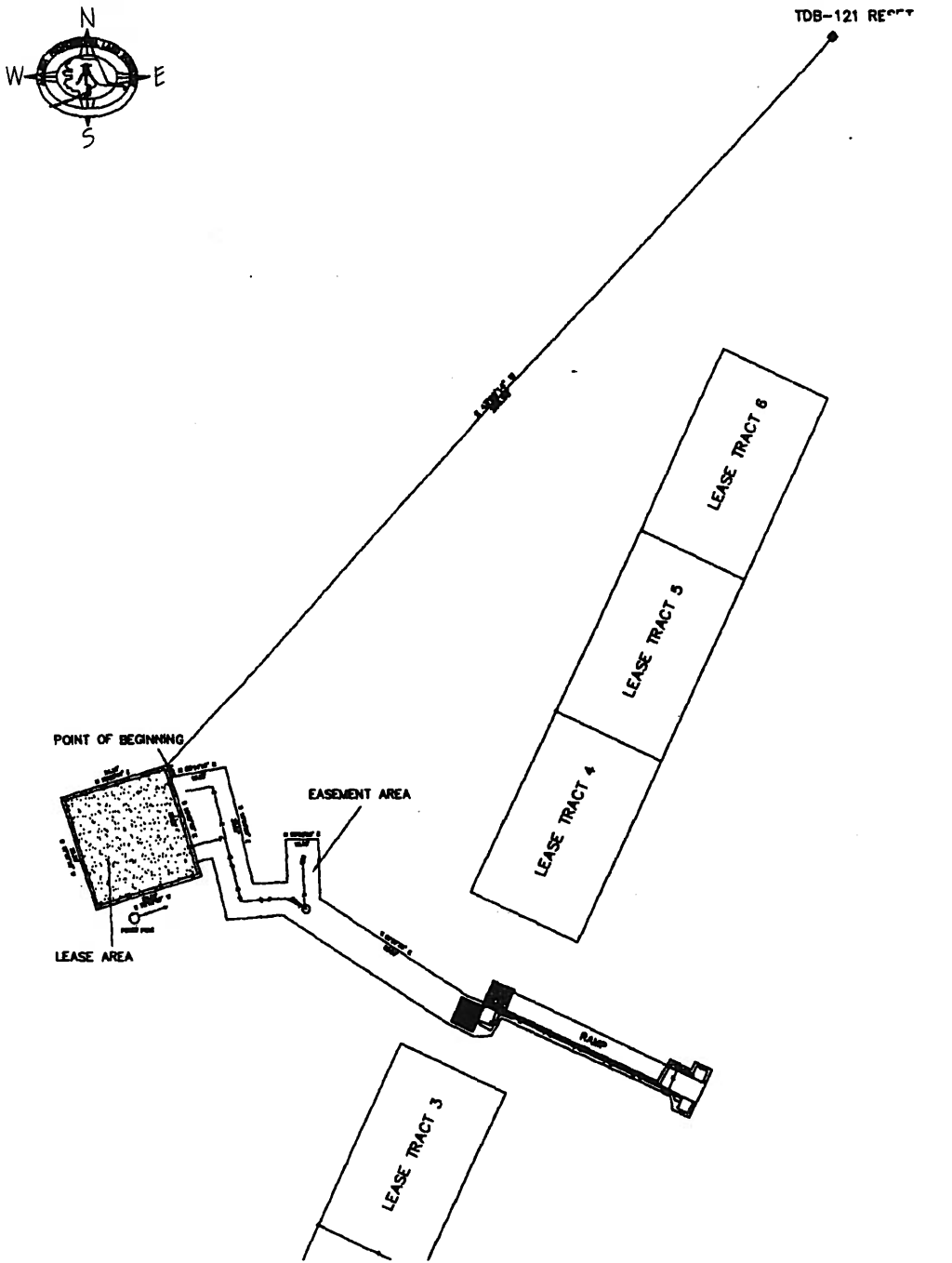
\_\_\_\_\_  
Debra L. Marlar, City Clerk

\_\_\_\_\_

Date \_\_\_\_\_

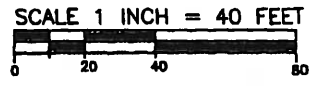
Date \_\_\_\_\_

Attachment A



**NOTES**

1. This plat was prepared as a visual accessory to a legal description and does not represent a boundary or record of survey. It shall not be used independent of said written description.
2. No monuments were set for this description.



PREPARED FOR: CITY OF KODIAK

**KODIAK LAND SURVEYING**

P.O. BOX 2322  
KODIAK ALASKA 99615  
(907) 486-1930  
kodiaklandsurveying@ak.net

**TRIDENT BASIN FUEL FACILITY  
LOCATION DRAWING**

KODIAK		ALASKA	
Scale: 1"=40'		Date: 3/2003	
REF: TRIDENTBASIN_FUEL2003.DWG		Drawn: JLP	

**FUEL FACILITY LEASE TRACT  
TRIDENT BASIN SEAPLANE FACILITY  
NEAR ISLAND  
KODIAK, ALASKA**

Commencing at Corp of Engineers Monument TDB-121 reset, a 2" aluminum cap monument found, from which Corp of Engineers Monument TDB-119 bears S 22°41' 06" E 1046.71 feet. This being the Basis of Bearing for this description. Thence S 43°00'14" W 298.99 feet to the True Point of Beginning;

Thence from said point of beginning, S 16°50'10" E, 35.02 feet;

Thence S 72°56'45" W, 33.73 feet;

Thence N 17°29'13" W, 35.33 feet;

Thence N 73°28'44" E, 34.13 feet; to the point of beginning.

Containing 1194 sq. feet, more or less.

**Attachment B**

**FUEL FACILITY  
FUEL SERVICE EASEMENT  
TRIDENT BASIN SEAPLANE BASE  
NEAR ISLAND  
KODIAK, ALASKA**

Commencing at Corp of Engineers Monument TDB-121 reset, a 2" aluminum cap monument found, from which Corp of Engineers Monument TDB-119 bears S 22°41' 06" E 1046.71 feet. This being the Basis of Bearing for this description. Thence S 43°00'14" W 298.99 feet to the True Point of Beginning;

Thence from said point of beginning, S 16°50'10" E, 3.69 feet;  
Thence N 80°14'13" E, 16.56 feet;  
Thence S 12°50'26" E, 35.97 feet;  
Thence N 87°22'10" E, 10.68 feet;  
Thence N 01°55'11" W, 12.82 feet;  
Thence N 90°00'00" E, 10.18 feet;  
Thence S 01°22'44" E, 17.84 feet;  
Thence S 57°07'38" E, 53.80 feet;  
Thence S 70°04'47" E, 10.22 feet;  
Thence S 64°38'07" E, 52.34 feet;  
Thence N 29°59'20" E, 7.88 feet;  
Thence S 63°09'29" E, 7.32 feet;  
Thence N 23°47'49" E, 2.70 feet;  
Thence S 64°55'26" E, 5.83 feet;  
Thence S 26°10'56" W, 15.95 feet;  
Thence N 63°48'23" W, 5.78 feet;  
Thence N 10°41'59" W, 3.99 feet;  
Thence N 65°00'42" W, 55.88 feet;  
Thence S 29°18'58" W, 5.90 feet;  
Thence S 86°41'04" W, 5.12 feet;  
Thence N 65°12'21" W, 8.65 feet;  
Thence N 57°21'56" W, 60.69 feet;  
Thence S 86°06'53" W, 17.19 feet;  
Thence N 12°15'46" W, 18.80 feet;  
Thence S 75°28'31" W, 4.78 feet;  
Thence N 16°50'10" W, 26.85 feet;  
Thence N 16°50'10" W, 3.69 feet; to the point of beginning.

Containing 1916 sq. feet, more or less.

**Attachment C**



**Trident Basin Fuel Operating Costs**

**Operating Cost Per Gallon**

1. Fuel Base Price		5.89
2. Fed Excise Tax/Lust Tax		0.194
3. State Excise Tax		0.047
4. City Sales Tax		0.51
5. Modem Phone Line		0.00
6. Electricity		0.02
7. Insurance (@ 1 million)		0.02
8. Management & Accounting Labor		0.15
9. Kodiak Isl. Bor. Property Taxes		0.04
10. Bank Fees/Chargecard Fees		0.22
11. Nozzles/Filters/Reserve for Spare Pump		0.12
	Subtotal	7.211
12. Depreciable Capital Costs		0.35
13. City Lease	at current rate	0.08
	Grand Total Price Per Gallon	7.65

Cost for items 4-11 and 13 are calculated totalling annual cost and dividing by total annual gallons pumped, and will be recalculated on an annual basis

**Attachment D**

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Debra Marlar, City Clerk DM

**Date:** January 16, 2014

**Agenda Item:** V. h. Authorization of City Clerk's Employment Agreement

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**SUMMARY:** This action will authorize the City Clerk's employment agreement, which was negotiated at the December 12, 2013, regular meeting. The new agreement will place the Clerk's salary at the same implementation point that was authorized for other employees when Ordinance No. 1307 was adopted on April 25, 2013.

**PREVIOUS COUNCIL ACTION:**

- October 14, 1999, Council approved the Clerk's initial employment agreement
- November 21, 2002, Council amended the Clerk's employment agreement
- February 28, 2013, Council amended the Clerk's employment agreement
- December 12, 2013, Council and City Clerk negotiated employment agreement terms, and the contract was scheduled for approval at the next Council meeting

**DISCUSSION:** The City Clerk and the City Manager are hired by and report to the City Council. During the classification and compensation process, it was agreed that these two positions would be removed from the City's Personnel Rules and Regulations and employed under negotiated employment contracts. Both the Clerk and Manager are evaluated annually prior to contract discussions. At the November 8, 2012, meeting, the Council conducted the Clerk's annual evaluation and contract discussion. During this meeting, the Clerk presented compensation documents, which classified the Clerk's position as an E81 DBM. "DBM" is a term used to describe a salary range. Although positions had been classified at this time, an implementation plan had not been identified, and the Council directed the Clerk's contract be amended to reflect the mid-range salary for the E81 DBM under the new salary plan. The contract was amended at the February 28, 2013, meeting.

Ordinance No. 1307 was adopted on April 25, 2013. Among other things, this ordinance adopted the new compensation and classification plan, which capped the compensation amount for longer-term employees at an amount not to exceed 8% of the midrange salary scale. The Clerk's negotiated contract reflects a salary that is capped not to exceed 8% of the midrange salary scale, which is consistent with other employees who were on staff at the time Ordinance No. 1307 was adopted.

**ALTERNATIVES:** Council may approve, amend, or chose not to approve the contract.

**CITY CLERK'S COMMENTS:** It is an honor to serve the Council and community as City Clerk during the past 14 years. I believe the employment agreement presented for Council approval is fair and consistent with the compensation afforded to other City employees under the compensation and classification plan adopted last year. I appreciate the Mayor and Council's continuing support for my efforts.

**ATTACHMENTS:**

Attachment A: City Clerk's Employment Agreement

**PROPOSED MOTION:**

Move to authorize City Clerk's employment agreement, Record No. 212898, as negotiated on December 12, 2013.

JANUARY 16, 2014  
Agenda Item V. h. Memo Page 2 of 2

## CITY CLERK EMPLOYMENT AGREEMENT NO. 211898

THIS AGREEMENT is made and entered into this 16 day of January 2014, between the CITY OF KODIAK (hereinafter called "City") and DEBRA L. MARLAR (hereinafter called "Clerk").

### SECTION 1: DUTIES

Employer hereby agrees to employ Employee as City Clerk of the City of Kodiak to perform the functions and duties as specified in Alaska State Statutes Titles 15, 29, and 44; City Charter Articles I, II, IV, V, VIII, X, XI, and XIII; Kodiak City Code Chapters 2, 3, 5, 7, 8, 13, 14, and 18; City Personnel Rules and Regulations Chapters 1, 2, 3, 5, 6, 7, 8, 9, 13, 14; and to perform such other legally permissible and proper duties and functions as the City Council may prescribe.

### SECTION 2: TERM

A. The salary under Section 4 shall be retroactive to April 29, 2013, when the new classification and compensation was implemented for all City employees, and shall remain in effect until terminated.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 3, paragraph B, of this Agreement.

### SECTION 3: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Clerk, Employer agrees to pay Employee a lump sum cash payment equal to three (3) months' aggregate salary plus accrued and unused annual leave in lieu of any and all other damages or monies that Employee might claim. Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to her, then Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of employment, then Employee shall give Employer three (3) months' notice in advance, and Employer agrees to pay Employee

any accrued and unused annual leave. Provided that such notice is given, there will be no breach of this Agreement by reason of said resignation, and Employee shall not be responsible for any damages hereunder.

#### SECTION 4: SALARY

Employer agrees to pay Employee for services rendered hereunder an annual base hourly salary of \$51.04 payable in installments at the same time as other employees of the City are paid. Effective on the anniversary date during the term of this Agreement, Employer agrees to increase said base salary on the basis of a favorable annual review of Employee, the increase in an amount equal to the total percentage increase (if any) in the Anchorage Consumer Price Index Urban (CPI-U) for the previous year as is regularly published by the U.S. Bureau of Labor Statistics, San Francisco, California.

#### SECTION 5: HOURS OF WORK

Employee shall work however many hours necessary to perform the duties in Section 1. It is recognized Employee must devote time outside normal office hours to the business of Employer.

#### SECTION 6: PROFESSIONAL DEVELOPMENT

Employer recognizes that the duties of Employee require a certain amount of travel by Employee including travel to IIMC, AML, Records Management, and other professional development training. The City shall pay travel costs for professional development training that are authorized in the budget and shall pay the City's daily per diem rate.

#### SECTION 7: DUES AND SUBSCRIPTIONS

Employer agrees to pay the following dues and expenses on behalf of Employee: membership dues for the Alaska Association of Municipal Clerks, International Institute of Municipal Clerks, Association of Records Managers and Administrators, and any additional dues and subscriptions that are approved in the budget.

#### SECTION 8: LEAVE

Employee shall accrue annual leave (vacation leave) at the rate of 8.31 hours per pay period, accrued in equal installments during each pay period, as provided in Section 1002 of the City's Personnel Rules and Regulations. Employee shall accrue sick leave at the same rate as other City employees as identified in Chapter 11, Section 1102 of the City's Personnel Rules and Regulations and may use sick leave in

accordance with Chapter 11, Section 1016, when approved by the Mayor, and Section 1104. Employee shall be paid holiday pay at the same rate as other City employees as identified in Chapter 12.

SECTION 9: RETIREMENT SYSTEM

Employee shall remain covered by the Public Employees Retirement System.

SECTION 11: PERSONNEL RULES

Except to the extent specifically referenced in this Agreement, provisions of the City's Personnel Rules and Regulations are not applicable to Clerk's personnel status as a City employee.

SECTION 12: INSURANCE/MEDICAL BENEFITS

Employee shall be entitled to insurance and medical benefits as specified in Section 415 of the City of Kodiak's Personnel Rules and Regulations.

SECTION 13: EVALUATIONS

As meeting scheduling allows, Employee shall be given a performance evaluation thirty (30) days before the Employee's anniversary date of November 5th.

SECTION 14: INTEGRATION AND MODIFICATION

This Agreement is the fully integrated Agreement of Employer and Employee and supersedes all prior Agreements between the parties relating to the subject matter herein. This Agreement shall remain in force and shall be binding upon the successors, assigns, and heirs of each of the parties and shall not be changed orally but only by mutual agreement in writing by both parties.

IN WITNESS WHEREOF, the City of Kodiak (Employer) and Debra Marlar (Employee) hereby accept the above conditions, set their hand and seal to execute this Agreement, this 16 day of January 2014.

EMPLOYEE:

EMPLOYER:

\_\_\_\_\_  
Debra L. Marlar, City Clerk

\_\_\_\_\_  
Gabriel Saravia, Deputy Mayor