

City of Kodiak Regular Council Meeting Agenda for September 11, 2014
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

I. Call to Order/Roll Call	
Pledge of Allegiance/Invocation	
II. Previous Minutes	
Approval of Minutes of the August 19, 2014, Special Meeting and August 28, 2014, Regular Council Meeting.....	1
III. Persons to Be Heard	
a. Proclamation: Recognizing Kodiak’s Seafood Processing Workers	14
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d. Public Comments (limited to 3 minutes) (486-3231)	
IV. Unfinished Business	
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b. Second Reading and Public Hearing, Ordinance No. 1324, Amending Kodiak City Code 2.08.025, Compensation of Councilmembers, and Kodiak City Code 2.08.034, Compensation Of Mayor, to Increase Monthly Compensation for Councilmembers From \$200 to \$400, and to Increase Monthly Compensation for the Mayor From \$250 to \$500.....	36
c. Second Reading and Public Hearing, Ordinance, No. 1325, Authorizing an Amendment to the Lease Between the City of Kodiak and NOAA for Office and Warehouse Space on Pier II	44
V. New Business	
a. Resolution No. 2014–33, Accepting the 2013 Assistance to Firefighter Grant.....	54
VI. Staff Reports	
a. City Manager	
b. City Clerk	
VII. Mayor’s Comments	
VIII. Council Comments	
IX. Audience Comments (limited to 3 minutes) (486-3231)	
X. Adjournment	

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<p>DRAFT</p>

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE CITY OF KODIAK
HELD TUESDAY, AUGUST 19, 2014
IN THE BOROUGH CONFERENCE ROOM**

I. Call to Order

Mayor Pat Branson called the meeting to order at 6: 30 p.m. Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and John B. Whiddon were present and constituted a quorum. Councilmembers Randall C. Bishop and Richard H. Walker were absent. City Clerk Debra L. Marlar, Harbormaster Lon White, and interim Finance Director Karl Swanson were also present.

II. Public Comments on Agenda Item

None

III. Executive Session

a. Discussion of Horizon Lines Contract Negotiations

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 Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and John B. Whiddon in favor. Councilmembers Randall C. Bishop and Richard H. Walker were absent. The motion passed.

The Council entered into Executive Session at 6:33 p.m.

The regular meeting reconvened at 7:20 p.m.

IV. Adjournment

Councilmember Whiddon MOVED to adjourn the meeting.

The roll call vote was Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, and John B. Whiddon in favor. Councilmembers Randall C. Bishop and Richard H. Walker were absent. The motion passed.

The meeting adjourned a 7:20 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

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

**MINUTES OF THE REGULAR COUNCIL MEETING
 OF THE CITY OF KODIAK
 HELD THURSDAY, AUGUST 28, 2014
 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 Deputy Clerk Michelle Shuravloff-Nelson 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 July 24, 2014, 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. Proclamation: Recognizing Kodiak's Seafood Processing Workers

Mayor Branson stated the proclamation will be presented at the September 11, 2014, meeting when the material is available.

b. Proclamation: Suicide Prevention

Councilmember Bishop read the proclamation, which recognizes suicide as a significant problem in Kodiak and declares suicide prevention a priority. Jessica Lacy-Wooley, Kodiak Area Native Association, thanked the Mayor and Council for their support during suicide prevention week. She urged the community to be aware of suicide prevention by participating in the walk on Sept 10 or the safe talk at the high school on September 11. She said there is a suicide prevention hotline.

c. Public Comments

Pat Holmes complimented Mayor Branson for her ability to chair a meeting effectively. He read from a letter written by Mary Nault voicing opposition to closing a portion of Mission Road to parking and encouraging more enforcement of existing laws. Mr. Holmes also voiced a similar opinion and asked that Resolution No. 2014-30 be postponed.

Jamie Fagan stated Resolution No. 2014–32, Opposing Section 1021 of the 2012 National Defense Authorization Act had been changed from the resolution PANDA submitted. He commented the resolution could go to the state level and asked for support to include section 1022.

Dana Carros said the federal court ruling regarding the National Defense Authorization Act (NDAA) stands that it is unconstitutional. He urged support the original PANDA resolution.

Betty MacTavish stated she is in support of PANDA opposing section 1021 and 1022 of the NDAA.

Dennis Symmons said he supports the issues PANDA has presented.

Jay Johnston stated he is a property owner on Mission Road, and he encouraged the Council to reject Resolution No. 2014–30. He suggested enforcing 24-hour parking and vehicle abandonment laws. He said the drainage has not been worked on.

Garrett Parker spoke in support of Resolution No. 2014–32.

Joe Macinko submitted and read his letter, which outlined his property concerns on Mission Road.

Craig DeHart, local contractor, said he was disappointed in the rock area designated in the borrow material permits issued during the July Council meeting. He said the increases in the insurance requirements have been difficult. He urged the Council to revisit the rock designations.

IV. UNFINISHED BUSINESS

a. **Second Reading and Public Hearing, Ordinance No. 1320, Authorizing a Lease of Property Adjacent to Pier II With Petro Star, Inc. D/B/A North Pacific Fuel**

Mayor Branson read Ordinance No. 1320 by title. Ordinance No. 1320 would authorize the City of Kodiak to lease a portion of Pier II uplands known as Van Rows 11 and 12 (easterly), to Petro Star Inc, D/B/A North Pacific Fuel. Petro Star has leased the parcel for five-year terms continuously since 1999 and desires to renew the lease for an additional five years. The current lease expired on July 30, 2014.

Councilmember Haines MOVED to adopt Ordinance No. 1320.

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

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

b. **Second Reading and Public Hearing, Ordinance No. 1321, Authorizing the Grant to Kodiak Electric Association, Inc, of an Approximately 5,000 Square Foot Easement on a Portion of Alaska State Land Survey No. 89-10, USS 2539 TR A Located in the Vicinity of Gibson Cove; and a 40-Foot Wide by Approximately 4,997 Foot-Long Easement**

Traversing Pillar Mountain Across City Properties Described as USS 2538a TR B and USS 3945; for a Flywheel System and Power Line to Support the Operation of a New Crane at Pier III

Mayor Branson read Ordinance No. 1321 by title. This recommends Council approval of two electrical easements to KEA, which will allow them to install and maintain equipment related to providing medium voltage power to the Pier III project.

Councilmember Davidson MOVED to adopt Ordinance No. 1321.

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

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

c. Second Reading and Public Hearing, Ordinance No. 1322, Enacting Kodiak City Code 2.08.065, Assistant City Manager—Appointment, Powers and Duties; Amending Chapters 2, 4 and 10 of the City Personnel Rules and Regulations; Amending the Definitions in the City Personnel Rules and Regulations; and Adopting New Schedules I And II to the Personnel Rules and Regulations; to Provide for the Appointment, Duties, and Compensation of an Assistant City Manager

Mayor Branson read Ordinance No. 1322 by title. The City Council and City Manager have discussed ways to even out the Manager's workload by creating a deputy city manager position. By doing so, the City will have a transitional senior management position that can fill in for the Manager when necessary and one who can take on many of the operational tasks, especially human resource related functions.

Councilmember Bishop MOVED to adopt Ordinance No. 1322.

Councilmember Bishop MOVED to amend Ordinance No. 1322 by striking the word "assistant" and inserting the word "deputy" throughout the ordinance.

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

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

V. NEW BUSINESS

a. First Reading, Ordinance No. 1323, Authorizing a Lease Renewal of a Communication Site in U.S. Survey 3945 on Pillar Mountain to NCWPCS MPL 31 – Year Sites Tower Holdings LLC

Mayor Branson read Ordinance No. 1323 by title. The City has issued a lease for the Pillar Mountain Communication Site No. 11 with AT&T and affiliates since 2010. The current lease for Site No. 11 with CCATT, LLC, will expire in December of this year. Its successor,

NCWPCS MPL 31- Year Sites Tower Holdings, LLC, through Crown Castle, requested the lease be renewed.

Councilmember Davidson MOVED to pass Ordinance No. 1323 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

b. First Reading, Ordinance No. 1324, Amending Kodiak City Code 2.08.025, Compensation of Councilmembers, and Kodiak City Code 2.08.034, Compensation of Mayor, to Increase Monthly Compensation for Councilmembers From \$200 to \$400, and to Increase Monthly Compensation for the Mayor From \$250 to \$500

Mayor Branson read Ordinance No. 1324 by title. Councilmembers initiated discussion of the possibility of increasing the elected officials' stipend in February of this year. Staff researched the issue in preparation for discussion at the March 25, 2014, work session. Once adopted, the ordinance will take effect November 1, 2014.

Councilmember Haines MOVED to pass Ordinance No. 1324 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

c. First Reading, Ordinance, No. 1325, Authorizing an Amendment to the Lease Between the City of Kodiak and NOAA for Office and Warehouse Space on Pier II

Mayor Branson read Ordinance, No. 1325 by title. NOAA has a long-term commitment with the City of Kodiak to homeport the research vessel OSCAR DYSON at Pier II. In exchange for funding that was provided by NOAA to rebuild Pier II, the vessel is exempt from dock fees. To support vessel operations, NOAA leased warehouse and office space in the Pier II warehouse. NOAA continues to use the warehouse space for its intended purpose, but no longer needs the office space as originally planned.

Councilmember Davidson MOVED to pass Ordinance No. 1325 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

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

d. Resolution No. 2014–30, Authorizing and Directing the Chief of Police to Place Signs Prohibiting Parking on the Northwest Side of Mission Road Between Erskine Avenue and 12th Avenue

Mayor Branson read Resolution No. 2014–30 by title. The Kodiak Police and Public Works Departments have fielded many complaints regarding drainage, traffic congestion, and snow removal on Mission Road over the last several years. Complaints have come from area residents as

well as pedestrians and motorists using Mission Road. Staff proposed a solution by posting the section of Mission Road from 12th Avenue south, to the intersection of Erskine Avenue with “No Parking This Side of Street” signs along the northwest side of the street.

Councilmember Whiddon MOVED to adopt Resolution No. 2014–30.

Councilmember Davidson MOVED to postpone Resolution No. 2014–30 to a future meeting to be determined by the City Manager.

Councilmember Davidson MOVED to amend the postponement by striking “to be determined by the City Manager” and inserting within the next two months.

Councilmember Davidson asked for clarification of the City Code regarding parking.

Manager Kniazowski explained the ticket process for parking violations and high impound costs.

Councilmember Haines thanked those that live on mission road for attending the meeting. He said he supports the postponement to include the stakeholders.

Councilmember Whiddon said he agrees with the postponement. He stated he has concerns on the safety and would like to fix the infrastructure.

Councilmember Saravia said he agrees with the postponement.

The roll call vote on the amendment of the postponement was Councilmember Bishop, Davidson, and Saravia in favor. Councilmembers Haines, Walker, and Whiddon were opposed. Mayor Branson broke the tie with an opposition. The amendment to the postponement motion failed.

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

e. Resolution No. 2014–31, Appointing Members to the Kodiak Fisheries Development Association

Mayor Branson read Resolution No. 2014–31 by title. There are three board members on the Kodiak Fisheries Development Association (KFDA) board of directors whose terms have expired and are willing to be reappointed to the board. The resolution names Linda Freed and Albert Tyler Schmeil to joint City-Borough seats and Jeff Stephan to a City seat as a crab harvester representative. The Borough Assembly appointed Linda Freed at its August 7, 2014, meeting and plans to reappoint Albert Tyler Schmeil at its September 4, 2014, meeting.

Councilmember Haines MOVED to adopt Resolution No. 2014–31.

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

f. Resolution No. 2014-32, Opposing Section 1021 of the National Defense Authorization Act

Mayor Branson read Resolution No. 2014–32 by title. The resolution was requested by the local People Against the National Defense Authorization Act (PANDA) opposing sections of the National Defense Authorization Act (NDAA).

Councilmember Walker MOVED to adopt Resolution No. 2014–32.

Councilmember Davidson said he has concerns that some of the information presented is not factual.

Councilmember Walker said he supports Resolution No. 2014–32 and agrees with efforts to preserve constitutional rights.

Councilmember Haines said he supports Resolution No. 2014–32.

Councilmember Whiddon said he does not support the resolution, because he does not believe a federal resolution is in the Council’s purview and he suggested a ballot measure may be more appropriate.

Councilmember Saravia said he supports a ballot measure if the citizens desire to approve the resolution. He commented he had received one citizen’s comment to date.

Councilmember Bishop voiced support of constitutional rights and Resolution No. 2014–32.

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

Mayor Branson explained that although she did not disagree with some of the concerns voiced by supporters of the resolution, she would not support it because she believed the issue was a federal one, and if the entire Kodiak community supports it, they should bring it to a vote of the people.

Mayor Branson broke the tie by voting no. The motion failed.

g. Authorization of a Technical Services Contract With Willard A. Feda to Operate the Marine Travelift

Willard Feda has been under contract with the City to operate the Marine Travelift since operations started in 2009. His contract expires on August 31, 2014. A new two-year contract with a continuation of the same terms was discussed with the contractor and is ready for Council approval.

Councilmember Walker MOVED to approve a two-year technical services contract, Contract No. 216592, with Willard A. Feda to operate the Harbor Marine Travelift, with funds coming from the Boat Yard/Vessel Lift Enterprise Fund, Professional Services Account 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.

h. Authorization of a Professional Services Contract for Survey of Aleutian Homes Phase VI, Project No. 15-03/7037

Aleutian Homes Water and Sewer Replacement Phase VI is a continuation of the upgrade of utilities, pavement, and sidewalks in the Aleutian Home Area. Phase VI will complete Birch Street from Thorsheim Street to Mill Bay Road. The first step in the engineering process for Phase VI is to prepare the survey base sheets and provide the topographic information to the engineer for design.

Councilmember Haines MOVED to authorize a professional services contract with St. Denny Surveying Inc. to perform the survey work for the Aleutian Homes Phase VI Project in the amount of \$38,500, with funds coming from Aleutian Homes Water and Sewer Project, Phase IV, Project No. 15-03/7037 and authorize the City Manager to execute the documents for the City.

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

i. Authorization of a Professional Services Contract for Design of Aleutian Homes Phase VI, Project No. 15-03/7037

Aleutian Homes Water and Sewer Replacement Phase VI is a continuation of the upgrade of utilities, pavement, and sidewalks in the Aleutian Homes area. Phase VI will complete Birch Street from Thorsheim Street to Mill Bay Road. This memorandum discusses the engineering design services for the Phase VI.

Councilmember Walker MOVED to authorize a professional services contract with DOWL HKM for design services of the Aleutian Homes Water and Sewer Replacement Phase VI project in the amount of \$114,071, with funds coming from the Water Capital Improvement Project No. 15-03/7037 and authorize the City Manager to execute the documents for the City.

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

j. Authorization of a Trident Basin Fuel Facility and Pipeline Easement Agreement with Redemption, Incorporated d/b/a Island Air Service

Island Air has leased two parcels of land at the Trident Basin Float Plane facility since the summer of 2011. The smaller parcel next to the top of Ramp B (center float) is used for the placement of a company aircraft fueling tank. The larger parcel is used for a temporary small structure for the company's flight crew with plans to build a larger office complex in the future.

Councilmember Whiddon MOVED to authorize Trident Basin Fuel Facility and Pipeline Easement Agreement No. 216595 with Redemption, Incorporated, d/b/a Island Air Service from Sep-

tember 1, 2014, through August 31, 2017, 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.

k. Authorization to Purchase Vehicle for Kodiak Police Department

This action authorizes the replacement of one older, high mileage Animal Control truck, which was recommended for replacement in FY2015 with a current model all-wheel-drive (AWD) police utility vehicle.

Councilmember Davidson MOVED to authorize the City to attach to the State of Alaska Light Duty Contract with Kendall Ford to purchase one current model year Ford all-wheel-drive police utility vehicle for \$26,229, per Kodiak City Code 3.12.070(c), with funds coming from the FY2015 Kodiak Police Department Operation Budget, Animal Control Sub-Department Machinery and Equipment Greater than \$5000 line item and authorize the City Manager to execute the purchasing documents.

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 provided project updates for Pier III, the composting facility, Aleutian Homes Phase V, and the skate park. She said the Alaska Marine Highway has asked for office space at Pier III during the relocation of the ferry dock. She said there is over \$65 million in capital projects at this time. She reported on her attendance at the AML summer conference in Nome.

b. City Clerk

City Clerk Marljar informed the public that the last day to register to vote for the City of Kodiak Municipal Election is September 7, 2014. She encouraged those who are turning 18 to register to vote. She provided an update of the next scheduled Council work session and regular meeting.

VII. MAYOR'S COMMENTS

Mayor Branson reported on her trip to Nome for the AML summer conference. She said Senator Murkowski was in Kodiak for the USCG ground breaking ceremony for on-base housing. She thanked Manager Kniazowski and staff for their work at the composting meeting. She said the design for the Tustumena replacement vessel may be finished earlier than planned, and she will advocate for coastal communities to have input before the final design is completed. She stated she would like to have an explanation on the rock quarry and asked that the issue be put on the next work session agenda. She said she intends to thank Governor Parnell for supporting the revenue sharing and the three billion dollar contributions to the PERS system when she meets with

him on Friday. She expressed her appreciation to the Mission Road residents for attending the meeting.

VIII. COUNCIL COMMENTS

Councilmember Walker thanked the citizens that came out for the general election and encouraged citizens to vote. He acknowledged the traffic on the roads and asked the public be patient and careful. He commented that Kodiak is lucky to have all the capital projects underway. He said he attended the USCG groundbreaking ceremony for on-base housing. He thanked staff for working hard, and he stated he supports the Deputy City Manager position.

Councilmember Haines said there have been dialogues with NOAA about the research campus. He encouraged the PANDA group to continue with their efforts to educate the public. He thanked the Mission Road residents for their comments, and voiced enthusiasm about the composting project.

Councilmember Davidson reminded the public school is in session. He said he attended the composting meeting, which was well attended and the new facility will be state of the art. He stated that he attended the AML summer conference, and he shared that revenue for road improvements will be reduced.

Councilmember Bishop acknowledged and thanked the Council for their ability to agree to disagree. He thanked the department heads for their work and stated the mixed martial arts event in August went well and hopes for similar events in the future. He expressed appreciation for the report on the work of the Downtown Revitalization Committee at Tuesday's work session and commented an economic development discussion would occur at the September 2 joint work session.

Councilmember Saravia thanked the public for their feedback and Manager Kniazowski for her work. He gave a fishing update and suggested the NDAA issue be put on a ballot for citizens to decide.

Councilmember Whiddon thanked Councilmember Bishop for mentioning economic development. He commented that he was impressed with the level of expertise during the composting meeting and stated that he appreciated the local Nixle updates from KPD.

IX. AUDIENCE COMMENTS

Betty MacTavish thanked Councilmembers who supported the NDAA resolution. She said the issue is a national movement, and she would continue to educate the public about sections 1021 and 1022. She encouraged the public to attend the presentation by Rosa Koire, author of a book about U.N. Agenda 21, who will speak at the high school auditorium on Friday.

Joe Macinko said he was disappointed in the action to postpone Resolution No. 2014-30 and not take action recommended by staff. He stated the current code should be enforced.

Pat Holmes said the Mission Road problems are long standing issues and even in great cities problems will occur. He complimented Public Works Director Mark Kozak, department heads,

and Manager Kniazowski for her calm demeanor. He complimented Library Director Baxter, Chief of Police Wallace, and the Council for their hard work.

X. ADJOURNMENT

Councilmember Davidson 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 9:53 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: September 11, 2014

Agenda Item: III. a. Proclamation: Recognizing Kodiak's Seafood Processing Workers

SUMMARY: This proclamation recognizes the hard work of seafood processing workers and the positive contribution they make to the community.

ATTACHMENTS:

Attachment A: Proclamation: Recognizing Kodiak's Seafood Processing Workers

PROCLAMATION

RECOGNIZING KODIAK'S SEAFOOD PROCESSING WORKERS

WHEREAS, the commercial fishing industry is the backbone of the Kodiak economy; and

WHEREAS, Kodiak is among the top fishing ports in the nation; and

WHEREAS, approximately 437 million pounds of seafood crossed Kodiak's docks in 2013, with an ex-vessel dollar value that exceeded \$309 million as reported by the Alaska Department of Fish and Game; and

WHEREAS, approximately one fifth of Kodiak's workforce is employed in the seafood processing sector; and

WHEREAS, Kodiak Island seafood processing workers handled the 437 million pounds of the seafood harvested, as well as a significant amount of sport/recreational-caught seafood; and

WHEREAS, the City of Kodiak acknowledges the monumental contribution of its seafood processing workers.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim September 11, 2014, as

Seafood Processing Workers Day

in Kodiak and urge all citizens to acknowledge the extraordinary efforts and dedication of Kodiak's seafood workers.

Dated this 11th day of September 2014.

City of Kodiak

Pat Branson, Mayor

MEMORANDUM TO COUNCIL

Date: September 11, 2014

Agenda Item: III. b. Proclamation: Declaring Hispanic Heritage Month

SUMMARY: This proclamation urges all citizens to celebrate the rich history and recognize the important contributions of Hispanic Americans in Kodiak.

ATTACHMENTS:

Attachment A: Proclamation: Declaring Hispanic Heritage Month

PROCLAMATION

Declaring Hispanic Heritage Month

WHEREAS, September 15 through October 15 is the time in the United States when Hispanic Heritage Month is recognized; and

WHEREAS, there are currently over 50 million Latinos in the United States, representing the fastest growing and largest minority in this country; and

WHEREAS, Hispanics own more than 2.3 million businesses, and the purchasing power of the Hispanic community in the United States exceeds one trillion dollars; and

WHEREAS, Hispanic Americans have been a long and integral part of our nation's history; and

WHEREAS, Latinos have served in all branches of the Armed Forces and have bravely fought in every war in the history of the United States; and

WHEREAS, Kodiak is fortunate to count among its population citizens of Hispanic descent who contribute to Kodiak's economy and society through their commitment to their professions, commerce, family, and the arts; and

WHEREAS, this occasion provides an opportunity for Hispanic Americans to share their cultural heritage with people of all backgrounds.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim September 15 through October 15, 2014, as

Hispanic Heritage Month

in Kodiak and urge all citizens to celebrate the rich history and recognize the important contributions of Hispanic Americans in Kodiak.

Dated this 11th day of September 2014.

City of Kodiak

Pat Branson, Mayor

MEMORANDUM TO COUNCIL

Date: September 11, 2014

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

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

ATTACHMENTS:

Attachment A: Proclamation: Declaring Senior Center Month

PROCLAMATION

Declaring Senior Center Month

WHEREAS, seniors are a vital aspect of our community, providing wisdom and lifelong experiences that people of all ages can benefit from; and

WHEREAS, senior centers help affirm the dignity, self-worth, and independence of elders as they grow into their golden years by facilitating their decisions and actions, tapping their experiences, creativity, skills, and knowledge, and enhancing their continued contributions to the community; and

WHEREAS, for more than forty years, Senior Citizens of Kodiak, Inc., has through a wide variety of programs in lifelong learning, fitness, arts, recreation, adult day, meals, transportation, chore and care coordination, and family care giver programs enhanced the ability of seniors to live longer with honor and dignity; and

WHEREAS, Senior Citizens of Kodiak, Inc., is the only senior center in Alaska to achieve national accreditation three times through the National Council on Aging; and

WHEREAS, national accreditation assures participants, funders, and the community that quality standards are met.

NOW, THEREFORE, I, Pat Branson, Mayor of the City of Kodiak, do hereby proclaim September 2014 as

Senior Center Month

in Kodiak and call upon all citizens to recognize the special contributions of senior center participants and the special efforts of the staff and volunteers who work every day to enhance and enrich the lives of the elder citizens in our community.

Dated this 11th day of September 2014.


City of Kodiak

Pat Branson, Mayor

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UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Date: September 11, 2014

Agenda Item: IV. a. Second Reading and Public Hearing, Ordinance No. 1323, Authorizing a Lease of a Communication Site in U.S. Survey 3945 on Pillar Mountain to NCWPCS MPL 31 – Year Sites Tower Holdings, LLC

SUMMARY: The City has issued a lease for the Pillar Mountain Communication Site No. 11 with AT&T and affiliates since 2010. The current lease for Site No. 11 with CCATT, LLC, will expire in December of this year. Its successor, NCWPCS MPL 31- Year Sites Tower Holdings, LLC, through Crown Castle, requested the lease be renewed. The lease requires approval by ordinance due to the value of the lease, the termination clause, and the five-year duration of the lease. Staff recommends Council adopt Ordinance No. 1323.

PREVIOUS COUNCIL ACTION:

- Council entered a lease for Pillar Mountain Site No.11 with AT&T on January 1, 2010.
- Council authorized a sublet of the Pillar Mountain Site #11 from AT&T to CCATT, LLC on January 16, 2014.
- Council reviewed Ordinance No. 1323 at the August 26 work session and moved the ordinance to second reading at the regular meeting on August 28, 2014.

DISCUSSION: The Pillar Mountain Communications Site No. 11 is used to support AT&T's communication services in Kodiak. The five-year lease between the City and the AT&T cell tower management company, CCATT, for that site expires at the end of 2014. The City received a letter from Crown Castle (CCATT) in July requesting a renewal of the lease. The letter included several proposed provisions that were not acceptable to the City. However, a renewal of the lease would be in the City's and the community's best interest, so City staff requested help from the City Attorney to research the offer and develop more standard communication lease language.

The new lease (Attachment B) is between the City and CCATT LLC's successor, NCWPCS MPL 31 – Year Sites Tower Holdings LLC. It is for a five-year term from January 1, 2015, through December 31, 2019, with a six-month cancellation clause. The lease allows one five-year term extension if the lessee provides the required written notice of intent and is not in default with lease terms. The first year's annual payment would be \$13,577 with a 2.5% annual rate increase each year thereafter.

The lease requires Council approval by ordinance (Attachment A) due to the value and terms of the lease per the City's Charter, Article V-17. Therefore, staff requests Council approve the lease by adopting Ordinance No. 1323 following the public hearing and second reading.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1323, which is staff's recommendation, because it will provide income to the City and allow the site to continue to be used as a communications site for the community.
- 2) Do not adopt the ordinance, which is not recommended, because it would result in a loss of revenue and would affect communications in Kodiak.

FINANCIAL IMPLICATIONS: There is a financial benefit each year of the lease through receipt of lease payments into the General Fund starting at \$13,577 per year with a 2.5% increase in rent payments each subsequent year of the lease. The successor to CCATT, LLC, NCWPCS MPL 31 – Year Sites Tower Holdings, LLC, will be responsible for site management, maintenance, insurance, and rental payments.

LEGAL: The City Attorney worked with staff to develop the lease and drafted the attached ordinance to meet the requirements of the City Charter, Article V-17.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1323.

MANAGER'S COMMENTS: I support the renewal of the lease for the Pillar Mountain Communications Site No. 11 with CCATT, LLC's successor, NCWPCS MPL 31 – Year Sites Tower Holdings, LLC. This will provide some income for the General Fund, and the site will continue to provide a communications service to the community of Kodiak. I recommend Council adopt Ordinance No. 1323 as reviewed and presented.

ATTACHMENTS:

- Attachment A: Ordinance No. 1323
- Attachment B: Lease for Pillar Mountain Communications Site No.11
- Attachment C: Letter from Crown Castle requesting renewal, dated July 2, 2014

PROPOSED MOTION:

Move to adopt Ordinance No. 1323.

**CITY OF KODIAK
ORDINANCE NUMBER 1323**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK
AUTHORIZING A LEASE OF A COMMUNICATION SITE IN U.S. SURVEY 3945 ON
PILLAR MOUNTAIN TO NCWPCS MPL 31 – YEAR SITES TOWER HOLDINGS, LLC**

WHEREAS, the City owns property on Pillar Mountain known as Pillar Mountain Communication Site No. 11 that it has leased to New Cingular Wireless PCS, LLC (“New Cingular”), for a communications site; and

WHEREAS, the City approved the assignment of the lease by New Cingular to CCATT, LLC (“CCATT”) by Resolution No. 2014–05 on January 16, 2014; and

WHEREAS, the lease to CCATT will expire on December 31, 2014; and

WHEREAS, NCWPCS MPL 31 – Year Sites Tower Holdings, LLC, a Delaware limited liability company (“NCWPCS”), is the successor to CCATT, and NCWPCS has requested that the City Council authorize the Lease Agreement – Pillar Mountain Communications Site No. 11 ("Lease") that now is before this meeting; and

WHEREAS, it is in the best interest of the City that the Lease be authorized.

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 with NCWPCS for a term commencing January 1, 2015, and ending December 31, 2019, of the communications site described in the Lease, located on U.S. Survey 3945 on Pillar Mountain in the City of Kodiak.

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

Section 3: 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

MAYOR

ATTEST:

CITY CLERK

First Reading: August 28, 2014

Second Reading:

Effective Date:

LEASE AGREEMENT

PILLAR MOUNTAIN COMMUNICATION SITE NO. 11
NCWPCS MPL 31 – YEAR SITES
TOWER HOLDINGS, LLC

LEASE made as of the 1st day of January 2015, by and between the CITY OF KODIAK, an Alaska municipal corporation ("Lessor"), and NCWPCS MPL 31 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Lessee"):

1. Leased Premises. Upon the terms and conditions set forth herein and subject to the prompt payment and performance by Lessee of each and every sum and other obligation hereinafter referred to, Lessor does hereby lease, let, and demise to Lessee, and Lessee does hereby lease from Lessor the following described premises within U.S. Survey 3945 in the Kodiak Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at a brass cap monument set in a gun turret, "U.S. Army Corp of Engineers Alkod Rm 2;"
Thence N 51° 20' 30" E 2433.41' to the true point of beginning;
Thence S 88° 17' 08" E, 80.00 feet;
Thence S 01° 42' 52" W, 40.00 feet;
Thence N 88° 17' 08" W, 80.00 feet;
Thence N 01° 42' 52" E, 40.00 feet to the true point of beginning;
Containing 3200.0 square feet more or less

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

2. Term. A. This Lease shall continue in effect for a period of (5) five years from January 1, 2015, through December 31, 2019 ("Term"), provided, however, that either party shall have the right to cancel this Lease upon [six (6) months'] [one (1) year's] 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.

B. Lessee has the option to extend the Term for one (1) additional five (5) year period ("Extended Term"), provided that:

(1) Lessee gives Lessor written notice of its exercise of the option not more than one (1) year and not less than one hundred twenty (120) days before the last day of the initial Term.

(2) At the time Lessee exercises the option, and at all times thereafter until the Extended Term commences, Lessee is not materially in default of any term or condition of this Lease.

Lessee's failure to exercise the option to extend the Term in strict compliance with all the requirements in this section renders that option null and void.

3. Rental. A. Lessee agrees to pay as and for rent in equal monthly installments which fall due on the first of each calendar month the annual sum of \$13,577 for the first year of

the Lease Term and according to the following schedule for the remaining four years of the Term.

<u>Year</u>	<u>Rental</u>
2	102.5% of Year 1
3	105.0% of Year 1
4	107.5% of Year 1
5	110.0% of Year 1

B. If Lessee exercises its option in Section 2(B) to extend the Term of this Lease, the annual rent in the first year of the Extended Term shall be 102.5% of the annual rent in the fifth year of the initial Term, and the annual rent in subsequent years of the Extended Term shall be determined by the formula that is provided for determining the annual rent in the initial Term.

C. 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 12% per annum from the due date until paid.

4. Conditions of Lease. The Site shall be used solely as a communications site for a cellular telephone system. The Site will house a 100' self-supporting radio tower, a 10' x 20' communications equipment shelter, and propane powered backup generator.

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. Lessee shall have the right to erect or construct a suitable building and/or associated structures as provided in Section 4. 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. Lessee shall permit Lessor, at Lessor's expense, to connect the equipment shelter for Lessor's public safety communications system to the backup power supply in the communications shelter that Lessee has constructed on the Site. Notwithstanding anything in Section 6 to the contrary, Lessor shall be solely responsible for maintaining the connection, and Lessee shall provide Lessor with reasonable access to Lessee's communications equipment shelter for that purpose.

6. Maintenance. Except as otherwise specifically provided herein, Lessee shall, at all times and at its sole expense, keep and maintain the Site and its improvements 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 arising from 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, including, but not limited to, attorney's fees reasonably incurred for defense thereof. This provision shall not apply

to claims, actions, damages, losses, or proceedings caused solely by the negligence of officers, agents, or employees of Lessor.

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

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

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

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

B. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability

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

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

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

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

(3) All Insurance. Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice for nonpayment of premium or fraud on the part of Lessee, or 60 days prior written notice for any other reason, has been given to by the insurer to Lessor by certified mail, return receipt requested.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

D. Verification of Coverage. Lessee shall furnish Lessor with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms

which meet industry standard. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Environmental. A. For purposes of this section:

(1) 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.

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

(3) Hazardous Material shall mean

(i) 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.*)

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

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

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

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

(vi) asbestos

(vii) 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

(4) 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

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

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

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

(5) 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, 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.

D. 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.

E. The provisions of this section shall survive termination of this 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, 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. Lessee will at all times protect from interference all frequencies assigned to Lessor whether or not such frequencies are in use. Before altering, replacing or adding any transmission equipment at the Site, Lessee shall, at Lessee's sole expense, arrange for an inter-modulation analysis so as to verify that no unacceptable signal interference will result from the alteration, replacement or addition. Lessee shall provide Lessor with a copy of the inter-modulation analysis. Lessee will not do, attempt, or permit any acts in connection with this Lease, which could be construed as a violation of law.

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

13. Assignment and Subleasing. A. Except as provided in this section, Lessee may not sublease the Site, either in whole or in any portion, without first obtaining the written approval of the City Council. Lessee may not assign, mortgage, pledge, or otherwise encumber all or any portion of this Lease or the Site without first obtaining the written 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.

B. Notwithstanding the provisions of subsection A of this section, Lessor authorizes Lessee to sublease to Port Graham Development Corporation and ACS Wireless, Inc. under the following conditions:

(1) Approval of the subleases does not release Lessee from any of its obligations under this Lease.

(2) The sublessees agree to comply with all terms of this Lease regarding the use of the Site, insurance, and environmental requirements.

(3) The insurance provided by Lessee must cover the activities of the sublessees.

(4) Lessee shall remit to Lessor 30% of any revenues collected monthly.

C. Notwithstanding the provisions of subsection A of this section, Lessee will have the right to assign, sell, or transfer its interest under this Lease without the approval or consent of Lessor, to Lessee's parent or member company or any affiliate or subsidiary of, or partner in, Lessee or its parent or member company or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Site is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Lessor of such assignment, transfer, or sale, Lessee will be relieved of all future performance, liabilities, and obligations under this 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 remove all property therefrom and Lessee shall remain liable for the payment of rental to the extent provided by law.

15. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LESSOR:

City of Kodiak
Attn: City Clerk
710 Mill Bay Road
Kodiak, Alaska 99615

If to LESSEE:

NCWPCS MPL 31 – Year Sites Tower
Holdings LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

16. 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 have executed this Lease as of the date first written above.

CITY OF KODIAK
710 Mill Bay Road
Kodiak, Alaska 99615

NCWPCS MPL 31 – Year Sites Tower
Holdings LLC, by and through CCATT
LLC, its attorney in fact.

Aimée Kniazowski, City Manager

Attest:

Debra L. Marlar, City Clerk

July 2, 2014

Debra Marlar
City of Kodiak
710 Mill Bay Road, Room 216/217
Kodiak, AK 99615

RE: Business Unit #: 857449
Site Location: Pillar Mountain Road

Dear Ms. Marlar:

Thank you for taking the time to consider renewing our existing Lease Agreement. As a company, we desire to operate our towers well into the future and we are highly focused on managing our sites to their fullest potential. The proposals outlined below will allow the City of Kodiak to capitalize on the lucrative opportunities presently available.

Lease Extension (bonus payment)

- 1) Our lease agreement is expiring on 12/31/2014. We would like our new agreement to have an initial term of 5 years with 2 renewal terms of 5 years each, for a final lease expiration date of 2029. We can add language stating that prior to the commencement of each renewal term; the City has the option to obtain an independent valuation of the leased premises to determine an appropriate rental rate. The appraisal shall be made by a professional independent real estate appraiser selected by the City, at Crown Castle's sole cost and expense, not to exceed \$3,000.00. However, the rental rate increase shall not increase more than 5% of the rental rate for the previous year.
- 2) We have competitors active in your area who may approach you to purchase our Lease Agreement. We would like to add a provision stating that you need to let us know if you are approached by a competitor, and Crown Castle has the ability to match their offer.
- 3) Both the City and Crown Castle have the ability to terminate our agreement with 6 months' notice; however, it would take at least a year for us to find a relocation site. Therefore, we would like to modify our termination language to state that both parties can terminate with 1 year's notice.
- 4) As consideration for extending the agreement and agreeing to the terms outlined above, we would like to offer a \$5,000.00 bonus payment upon execution of our lease renewal document.

Lease Extension (pre-payment)

- 1) Same as 1-3 above.
- 2) We can offer pre-paid rent for up to 5 years. If we pre-pay the next 5 years up front, we can give you \$64,000.00, and then after the 5 years (2019) we will start to make the monthly rent payments at the same amount as if all of the scheduled rent escalations had occurred. During this time, we will continue to send you the separate monthly revenue share payments.

Perpetual Easement

- 1) We are proposing to acquire a perpetual easement for \$250,000.00. We can also give you part of that amount up front and then continue to send you monthly payments for the next 10 years.

There are several ways we can put together an agreement that will maximize the City's financial income, and ensure the continued success of the Site. Please let me know if you have any questions or concerns. I am confident that we can reach a mutually beneficial agreement that supports the City's interests and allows us to continue to serve the community.

Please contact me at (206) 336-7386. I look forward to hearing from you.

Sincerely,



Tamara Erickson
Government Site Specialist

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager and Debra Marlar, City Clerk
Date: September 11, 2014

Agenda Item: IV. b. Second Reading and Public Hearing, Ordinance No. 1324, Amending Kodiak City Code 2.08.025, Compensation of Councilmembers, and Kodiak City Code 2.08.034, Compensation of Mayor, to Increase Monthly Compensation for Councilmembers From \$200 to \$400, and to Increase Monthly Compensation for the Mayor From \$250 to \$500

SUMMARY: If Council wants to increase their monthly stipend, they would adopt Ordinance No. 1324 in the second reading after the public hearing. Once adopted, the ordinance will take effect November 1, 2014.

PREVIOUS COUNCIL ACTION:

- February 2014, Council asked staff to research stipend increases for Council and Mayor in preparation for future discussions.
- March 2014, Council discussed the process to increase the stipend in keeping with City Charter and City Code requirements and agreed to discuss again in the summer.
- July 2014, Council discussed the process to bring the issue forward and voiced consensus to bring an ordinance forward at the August regular meeting.
- August 2014, Council reviewed the ordinance and passed it in the first reading for action at the September 11, 2014 meeting.
- September 2014, Council reviewed Ordinance No. 1324 at the September 9 work session.

BACKGROUND: The compensation for elected officials is governed by the City Charter and Code. The Charter states:

II-3 Compensation

The compensation of the Mayor and Councilmembers shall be determined by a non-emergency or initiated ordinance; but no increase in the compensation, except when made by ordinance enacted by the qualified voters by initiative, shall become effective until after a regular city election has been held. The Mayor and Councilmembers shall not receive any other compensation for any personal service rendered the City, but may be reimbursed for expenses incurred in the discharge of their official duties. [Ord. 694, 1984; election held October 2, 1984; passage ratified October 10, 1984]

In addition, KCC 2.08.025 sets the rate of compensation for Council at \$200 per month, and KCC 2.08.034 states the Mayor is compensated at the rate of \$250 per month.

DISCUSSION: Councilmembers initiated discussion of the possibility of increasing the elected officials' stipend in February of this year. Staff researched the issue in preparation for discussion at the March 25, 2014, work session.

The City Attorney explained that Council would enact an ordinance increasing the compensation for the Mayor and Council with the increase becoming effective after the date of the next regular City election on October 7, 2014. Two sections of the City Code, KCC 2.08.025 and 2.08.034 would also need to be amended to reflect a new amount.

The information was discussed at the March 25, 2014, work session. Council voiced a consensus to put it on an upcoming agenda for approval but did not specify when. Council briefly discussed the ordinance again at the July 22, 2014, work session and voiced a consensus to bring the ordinance forward for first reading at the August meeting. Council reviewed the proposed ordinance at their August 26, 2014, work session and passed Ordinance No. 1324 in the first reading at the August 28, 2014, regular meeting. Council also reviewed Ordinance No. 1324 at the September 9 work session in preparation for public hearing and second reading at this regular meeting.

ALTERNATIVES: Council may adopt Ordinance No. 1324 in the second reading after the public hearing. Council may also amend the ordinance, postpone it, or decide not to advance it to second reading.

FINANCIAL IMPLICATIONS: The compensation increase is reflected in the FY2015 operating budget effective October 2014.

LEGAL: The City Attorney was consulted and explained the Charter provision required a change in compensation to be done by ordinance, which would be introduced and passed before the election in October, but take effect after the election. The Attorney also drafted the ordinance to amend the appropriate sections of Kodiak City Code Chapter 2 and to have an effective date of November 1, 2014, which is after the election.

ATTACHMENTS:

Attachment A: Ordinance No. 1324

Attachment B: Selection of compensation amounts for elected officials from AML
FY2014 Salary and Benefit Survey

PROPOSED MOTION:

Move to adopt Ordinance No. 1324.

**CITY OF KODIAK
ORDINANCE NUMBER 1324**

AN ORDINANCE AMENDING KODIAK CITY CODE 2.08.025, COMPENSATION OF COUNCILMEMBERS, AND KODIAK CITY CODE 2.08.034, COMPENSATION OF MAYOR, TO INCREASE MONTHLY COMPENSATION FOR COUNCILMEMBERS FROM \$200.00 TO \$400.00, AND TO INCREASE MONTHLY COMPENSATION FOR THE MAYOR FROM \$250.00 TO \$500.00

BE IT ORDAINED by the Council of the City of Kodiak, Alaska, that:

Section 1: Kodiak City Code 2.08.025, Compensation of councilmembers, is hereby amended to read as follows:

2.08.025 Compensation of councilmembers. Each councilmember shall be compensated at the rate of \$400.00 ~~\$200.00~~ per month, to be paid on a monthly basis.

Section 2: Kodiak City Code 2.08.034, Compensation of mayor, is hereby amended to read as follows:

2.08.034 Compensation of mayor. The mayor shall be compensated at the rate of \$500.00 ~~\$250.00~~ per month, to be paid on a monthly basis.

Section 3: This ordinance shall be effective upon the date that is one month after its final passage and publication in accordance with Kodiak Charter Section 2-13, and shall apply to the monthly compensation of councilmembers and the mayor commencing November 1, 2014.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: August 28, 2014
Second Reading:
Effective Date:

Council or Assembly Member

This is an elected position.

Municipality	Population	Specific Working Title	Job Match	# of Employees	Union or Nonunion	Work Wk	Lowest Wage	Average Wage	Highest Wage	Note:
Fairbanks North Star Borough	100,272	Assembly Member	Same	7	Non		\$0.00	\$0.00	\$0.00	\$900/month, \$1100/month for pres.
Matanuska-Susitna Borough	93,500	Assembly Member	Same	7	Non		\$0.00	\$0.00	\$0.00	\$1108.33 per month
Kenai Peninsula Borough	51,900	Assembly Member	Same	9	Non		\$0.00	\$0.00	\$0.00	Pres. \$500/mo, Members \$400/mo; Plus Car Allowance
Juneau	32,164	Assembly Member	More	8	Non		\$0.00	\$0.00	\$0.00	\$6,000.00 per month + Health Insurance Coverage
Fairbanks	31,182	Council Member	Same	6	Non		\$0.00	\$0.00	\$0.00	\$500 per month

Kodiak Island Borough	13,592	Assembly Member	Same	7	Non	\$0.00	\$0.00	\$0.00	\$300 per month
Ketchikan Gateway Borough	13,477	Assembly Member	Same	7	Non	Varies	\$0.00	\$50.00	\$150/month + \$75/meeting
Sitka	8,627	Assembly Member	Same	6	Non		\$0.00	\$0.00	\$300 per month - No PERS participation
Wasilla	8,064	Council Member	Same	6	Non		\$0.00	\$0.00	\$6,000 per year
Ketchikan	7,503	Council Member	Same	7	Non	Varies	\$0.00	\$15.00	\$0.00
Palmer	6,117	Council Member	Same	6	Non	Varies	\$0.00	\$0.00	\$0.00
Kodiak	5,974	Council Member	Same	6	Non		\$0.00	\$0.00	\$200.00 monthly salary
Homer	5,551	Council Member	Same	6	Non		\$0.00	\$0.00	\$100 per month
Unalaska	4,297	Council Member	Same	6	Non	Varies	\$0.00	\$0.00	\$250 per meeting
Nome	3,598	Council Member	Same	6	Non		\$0.00	\$0.00	\$50 per month
North Pole	2,256	Council Member	Same	6	Non		\$0.00	\$0.00	\$125 per meeting, \$75 per special meeting
Houston	1,912	Council Member	Same	6	Non		\$0.00	\$0.00	\$25 per meeting
Denali Borough	1,826	Assembly Member	Same	9	Non		\$0.00	\$0.00	\$200 per month/chaire \$250 month
Craig	1,201	Council Member	Same	6	Non		\$0.00	\$0.00	\$50 per month
Bristol Bay Borough	1,073	Assembly Member	Same	5	Non	2	\$20.00	\$20.00	\$20/meeting
Skagway	862	Assembly Member	Same	7	Non		\$0.00	\$0.00	\$80 per meeting
Quinhagak	689	Council Member	More	6	Non	4	\$30.00	\$0.00	removed as was a duplicate
Saxman	405	Council Member	Same	7	Non		\$0.00	\$0.00	Paid per meeting
Brevig Mission	388	Council Member	Same	7	Non	2per month	\$75.00	\$75.00	Council meets twice per month \$75 per meeting.
Kaktovik	239	Council Member	Same	7	Non	Once a mth	\$0.00	\$0.00	\$100 per monthly meeting
White Mountain	199	Council Member	Same		Non	Varies	\$0.00	\$0.00	Not Paid
Cold Bay	89	Council Member	Same	7	Non		\$0.00	\$0.00	\$50 per meeting

Mayor



Most mayors are part-time. This is an elected position.

Municipality	Population	Specific Working Title	Job Match	# of Employees	Union or Nonunion	Work Wk	Lowest Wage	Average Wage	Highest Wage	Note:
Fairbanks North Star Borough	100,272	Mayor	Same	1	Non	40	\$0.00	\$44.47	\$0.00	
Matanuska-Susitna Borough	93,500	Mayor	Same	1	Non	40	\$0.00	\$0.00	\$0.00	\$1610.42 per month
Kenai Peninsula Borough	51,900	Mayor	More	1	Non	40	\$0.00	\$47.60	\$0.00	Salary to increase to \$47.60, effective 10/2011 with New Mayor (\$99,000/yr)
Juneau	32,164	Mayor	More	1	Non		\$0.00	\$0.00	\$0.00	\$3,106.35 Stipend/year
Fairbanks	31,182	Mayor	Same	1	Non		\$0.00	\$37.50	\$0.00	
Kodiak Island Borough	13,592	Mayor	Same	1	Non		\$0.00	\$0.00	\$0.00	\$500 per month
North Slope Borough	9,643	Mayor	Same	1	Non	37.5	\$85.98	\$107.47	\$128.97	
Sitka	8,627	Mayor	Same	1	Non		\$0.00	\$0.00	\$0.00	\$500 per month - No PERS participation
Wasilla	8,064	Mayor	Same	1	Non	40+	\$43.20	\$47.80	\$57.47	Elected Official
Ketchikan	7,503	City Mayor	Same	1	Non	Varies	\$0.00	\$16.50	\$0.00	
Palmer	6,117	Mayor	Same	1	Non	20	\$0.00	\$23.08	\$0.00	
Kodiak	5,974	Mayor	Same	1	Non		\$0.00	\$0.00	\$250.00	monthly salary
Homer	5,551	Mayor	Same	1	Non	Varies	\$0.00	\$0.00	\$0.00	\$150 per month
Unalaska	4,297	Mayor	Same	1	Non	40	\$0.00	\$0.00	\$0.00	\$700 per month
Nome	3,598	Mayor	Same	1	Non		\$0.00	\$0.00	\$0.00	\$75 per month
North Pole	2,256	Mayor	Same	1	Non	40	\$0.00	\$0.00	\$0.00	\$69,000 per year Plus 2% per year of service
Houston	1,912	Mayor	Same	1	Non		\$0.00	\$0.00	\$0.00	\$1,500/month; Works minimum 80 hrs/month @\$15
Denali Borough	1,826	Mayor	More	1	Non	40	\$0.00	\$0.00	\$0.00	\$65,000 Annually

Craig	1,201	Mayor	Same	1	Non	\$0.00	\$0.00	\$0.00	\$925.00 per month for 12 months
Bristol Bay Borough	1,073	Mayor	Same	1	Non	\$20.00	\$20.00	\$20.00	\$20.00
Sand Point	983	Mayor	Same	1	Non	Part Time	\$0.00	\$0.00	\$3,000.00-Monthly salary
King Cove	953	Mayor	Same	1	Non	Varies	\$0.00	\$0.00	\$33,000 per year
Skagway	862	Mayor	Same	1	Non		\$0.00	\$0.00	\$100 per meeting
Quinhagak	689	Mayor	Same	1	Non	20	\$15.00	\$0.00	\$25.00
Nenana	479	Mayor	More	1	Non	40	\$0.00	\$31.25	\$0.00
Saxman	405	Mayor	Less	1	Non	40	\$0.00	\$0.00	\$1,000 per month
Brevig Mission	388	Mayor	Same	1	Non	1/month	\$250.00	\$250.00	\$0.00 \$250 - \$600 per month
Atkasuk	250	Mayor	More	1	Non	30	\$0.00	\$0.00	\$0.00
Kaktovik	239	Mayor	Same	1	Non	Once a mth	\$0.00	\$0.00	\$150 per monthly meeting
White Mountain	199	Mayor	More	1	Non	Varies	\$0.00	\$0.00	Not paid
Ouzinkie	178	Mayor	More	1	Non	25	\$0.00	\$0.00	\$600 salary, pay period every 2 wks
Cold Bay	89	Mayor	Less	1	Non		\$0.00	\$0.00	\$500 per month
Nikolai	88	Mayor	More	1	Non	Varies	\$15.00	\$15.00	\$15.00

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Lon White, Harbormaster 
Date: September 11, 2014

Agenda Item: IV. c. Second Reading and Public Hearing, Ordinance, No. 1325, Authorizing an Amendment to the Lease Between the City of Kodiak and NOAA for Office and Warehouse Space on Pier II

SUMMARY: Ordinance No. 1325 authorizes Amendment No. 1 to the existing NOAA Warehouse Lease at Pier II, which excludes a 147 square foot (sf) office on the second floor. Currently NOAA leases warehouse and office space totaling 5,547 sf at \$17.55 per square foot per year. NOAA desires to exclude the office space from the lease. Exclusion of the office space will result in a reduction in rent of \$2,580.33 annually, or \$215.03 per month. The current lease allows for this amendment and is recommended by the Harbormaster.

PREVIOUS COUNCIL ACTION: In March 2009 Council approved a ten-year lease to NOAA that included 5,400 sf of Pier II warehouse space on the ground floor, 147 sf of office space on the second floor, and parking adjacent to the warehouse. Ordinance No. 1325 would amend the lease to remove the office space identified in the original lease. Council passed it in the first reading at the regular meeting on August 28, 2014.

DISCUSSION: NOAA has a long-term commitment with the City of Kodiak to homeport the research vessel OSCAR DYSON at Pier II. In exchange for funding that was provided by NOAA to rebuild Pier II, the vessel is exempt from dock fees. To support vessel operations, NOAA leased warehouse and office space in the Pier II warehouse. The warehouse space is used extensively by NOAA, but the office space has never been utilized. Initially, NOAA intended to have permanent administrative staff in Kodiak to support the vessel OSCAR DYSON, but the position was never filled. Provisions in the lease allow for amendments after the first five years. The original lease was approved in 2009, and the first five-year period started in March 2014. NOAA continues to use the warehouse space for its intended purpose, but no longer needs the office space as originally planned. It is fair and reasonable to allow them to forfeit the office space. The office space could be better utilized by Horizon Lines, the other primary tenant in the facility, or as a temporary office space for the contractor or project engineers working on the adjacent Pier III replacement project.

ALTERNATIVES:

- 1) Approve the amendment to the NOAA warehouse lease excluding the 147 sf office space on the second floor. The space would then be available for lease by others. This is the recommendation of staff.
- 2) Do not approve the amendment. NOAA could elect to forfeit the entire lease or ask to re-negotiate the terms. This would not be beneficial to the City. NOAA pays a premium rate for the facility, and the exclusion of the office space has minimal impact to the overall warehouse revenues.

FINANCIAL IMPLICATIONS: The current lease for the office and warehouse space is \$97,386 annually, or \$8,114 per month. Excluding the office space would reduce the lease rate to \$94,787.97 annually or \$7,898.97 per month, a reduction in revenue to the Harbor's Cargo Fund of \$2,580.33 annually or \$215.03 per month.

LEGAL: The ordinance was prepared by the City Attorney.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1325 to amend the NOAA lease for Pier II to exclude 147 sf of office space for the remainder of the lease term, effective August 1, 2014.

CITY MANAGER'S COMMENTS: I support NOAA's request and Lon White's recommendation to authorize the amendment of the lease for Pier II warehouse office space. NOAA is a good tenant and as mentioned above, they have no need for the office space. Therefore, I recommend Council adopt Ordinance No. 1325 in the second reading after a public hearing at tonight's regular meeting.

ATTACHMENTS:

- Attachment A: Ordinance No. 1325
- Attachment B: NOAA lease 2009-2019
- Attachment C: Amendment No. 1 to NOAA lease
- Attachment D: NOAA e-mail requesting amendment, dated July 7, 2014

PROPOSED MOTION:

Move to adopt Ordinance No. 1325.

**CITY OF KODIAK
ORDINANCE NUMBER 1325**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF KODIAK AND NOAA FOR OFFICE AND WAREHOUSE SPACE ON PIER II

WHEREAS, the City owns a warehouse building on Pier II that contains office and warehouse space; and

WHEREAS, under a U.S Government Lease for Real Property dated March 1, 2009 (the “Lease”), the City leased 5,547 square feet of office and warehouse space on Pier II to the U S Department of Commerce National Oceanic and Atmospheric Administration (“NOAA”); and

WHEREAS, NOAA desires to amend the Lease to relinquish the leased office space, with a corresponding reduction in rent; and

WHEREAS, the Council finds that it would be appropriate and in the public interest to authorize the amendment to the Lease.

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

Section 1: The Council of the City of Kodiak hereby authorizes Lease Amendment No. 1 to Lease No 133954 with the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (the “Amendment”) to reduce the leased area to 5,400 square feet and to adjust the annual rent under the Lease to \$94,787.67

Section 2: The form and content of the Amendment hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Amendment to the U.S. Department of Commerce, National Oceanic and Atmospheric Administration on behalf of the City in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting; and from and after the execution and delivery of said document the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

Section 3: This ordinance shall go into effect one month after its passage and publication.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: August 28, 2014

Second Reading:

Effective Date:

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-10B-07054
Bldg Number AK3475

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 5,547 rentable square feet of warehouse/office space located in Kodiak, AK for occupancy not later than March 1, 2009 for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 5,547 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS N/A.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 5 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within N/A days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|--|---|--|---|---|
| <input type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <u>Sewer, Security Patrol,</u> |
| <input type="checkbox"/> POWER (Special Equip.) | <input type="checkbox"/> AIR CONDITIONING | Frequency <u>Semi-Annually</u> | Space <u>Every 5 Years</u> | <u>Pest control, Landscape</u> |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Public Areas <u>Every 5 Years</u> | <u>Maintenance</u> |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Semi-Annually</u> | | |

6. OTHER REQUIREMENTS

24/7 Access, Use of Dock facilities.

Heat and Electricity are not included in the terms of this lease

Offeror should also include the following with their offers:

Attachment Sheet Number 1, GSA Form 12000 Pre Lease Fire Life Safety Review, SF3881 ACH Enrollment Form, CCR Registration

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED"
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order unless stated otherwise)

AK/ASM

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1 NAME AND ADDRESS OF BUILDING (Include ZIP Code) Pier 2 Warehouse 727 Shelikof Street Kodiak, AK 99615	2 LOCATION(S) IN BUILDING	
	a FLOOR(S) 1 st floor – 5,400 RSF 2 nd Floor – 147 RSF	b ROOM NUMBER(S) N/A
	c SQ FT RENTABLE <u>5,547</u> ABOA <u>5,547</u> Common Area Factor <u>1.000</u>	d TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE Ship Dock Facilities

B. TERM

3. To have and to hold, for the term commencing on March 1, 2009 and continuing through February 28, 2019 inclusive. The Government may terminate this lease in whole or in part at any time on or after February 28, 2014, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

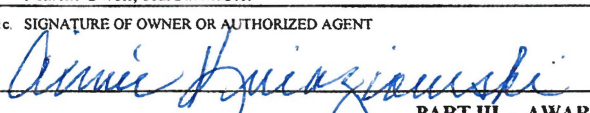
C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5 AMOUNT OF ANNUAL RENT \$97,368.00	7 HVAC OVERTIME RATE PER HOUR \$0.00	8 ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) City of Kodiak 710 Mill Bay Road Kodiak, AK 99615
6 RATE PER MONTH \$8,114.00		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

City of Kodiak, 710 Mill Bay Road, Kodiak, AK 99615

9b TELEPHONE NUMBER OF OWNER 907-486-8080/907-486-8090 fax	10 TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Martin Owen, Harbormaster	11b TITLE OF PERSON SIGNING Aimée Kniazowski, City Manager
11c SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d DATE 10/17/09

PART III - AWARD (To be completed by Government)


1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Attachment Sheet Number 1 to Lease GS-10B-07054 (2 pages)

Exhibit A: Pier 2 Warehouse floor plan
Exhibit B: Pier 2 Site Plan

Lessor DUNS #: 078191970

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

a NAME OF CONTRACTING OFFICER (Type or Print) ANDREW S. MOHL	b SIGNATURE OF CONTRACTING OFFICER 	c DATE NOV 19 2009
--	--	------------------------------

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1 <hr/> TO LEASE NO. GS-10B-07054 BLDG NO. AK3475ZZ
--	--

ADDRESS OF PREMISES
 Pier 2 Warehouse, 727 Shelikof Street, Kodiak, AK 99615

THIS AGREEMENT, made and entered into this date by and between City of Kodiak
 Whose address is 710 Mill Bay Road, Kodiak, AK 99615

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective June 30, 2014 as follows:

Lease Amendment (LA) Number 1 has been prepared to reduce the square footage by giving up the 147 rentable square foot office located on the second floor, see attachment Exhibit A. To accomplish this, Part II OFFER Blocks A, C, and D are deleted in their entirety and replaced below, Part II C RENTAL 5 and 6 are deleted and replaced with the following:

Part II OFFER A : 2a FLOOR(s) 1 st Floor – 5,400 RSF	Part II OFFER C: c. SQ FT RENTABLES 5,400 ABOA 5,400 Common Area Factor 1.000	Part II OFFER D: d. TYPE (X) WAREHOUSE (X) OTHER (Specify) Ship Doc Facilities
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Part II C RENTAL 5: 5. AMOUNT OF ANNUAL RENT \$94,787.67	Part II C RENTAL 6: 6. RATE PER MONTH \$7,898.97
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All other terms and conditions of the lease remain in full force and effect.

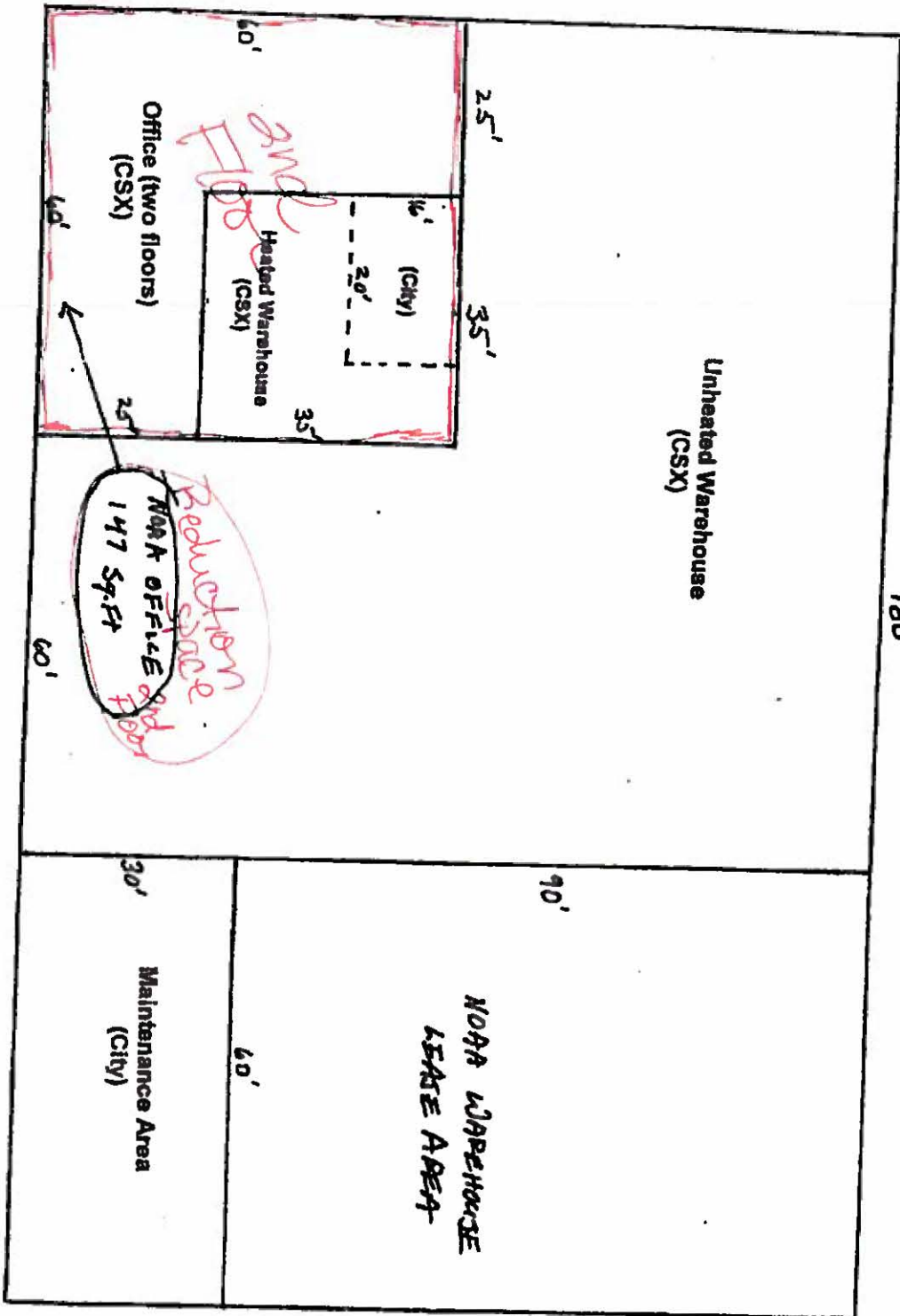
Use of the GSA form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA form 276" or "Supplemental Lease Agreement" shall now be hereby construed to mean "Lease Amendment."

IN WITNESS WHEREOF, the parties subscribed their names as of the date below.

FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: Signature: _____ Name: _____ Title: Lease Contracting Officer Entity Name: GSA, Public Building Service Date: _____
--	---

WITNESSED FOR THE LESSOR BY: Signature: _____ Name: _____	Title: _____ Date: _____
--	-----------------------------

EXHIBIT A



City/ Port of Kodiak Pier II Warehouse

**INITIALS
&
Lessor/Government**

From: [Nancy Naumann](#)
To: [Owen, Martin](#); [Kniazowski, Aimee](#)
Cc: [Teri Hudgins](#); [Terria Heinlein - 10PRAA](#)
Subject: Lease Amendment to reduce square footage
Date: Monday, July 07, 2014 10:07:15 AM
Attachments: [LA 1 for reducing off space only w ex A.pdf](#)

Ms. Kniazowski and Mr. Owen,

Attached is Lease Amendment (LA) to reduce square footage by giving up the 2nd floor office space. The warehouse space remains the same. Please submit to the council for approval as soon as possible. When approved please sign two copies (signature on page and initials on page 2) and send both copies to Terria for her signature at the address below.


Terria Heinlein
General Services Administration
400 15th Street SW
Auburn, WA 98001-6505

We will send you an executed copy of LA1 for your lease files. Call me at 907-271-4211 or Teri Hudgins (907-271-3150) if you have any questions.

Thank you
Nancy Naumann
Post Occupancy Specialist - S.Brooks & Associates Inc.
Contractor - General Services Administration
Northern Service Center, Anchorage, Alaska
Phone 907-271-4211
Fax 907-271-3020

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniazowski, City Manager 
Thru: Rome Kamai, Fire Chief
Date: September 11, 2014

Agenda Item: V. a. Resolution No. 2014 – 33, Accepting the 2013 Assistance to Firefighter Grant

SUMMARY: The City of Kodiak Fire Department has been awarded a 2013 Assistance to Firefighter Grant (2013 AFG) in the amount of \$77,600, with a local match of 5% or \$4,084. The funds will be used to replace a breathing air compressor module and two sets of hydraulic rescue tools. The AFG is a very competitive process and includes thousands of fire departments nationwide. Staff recommends Council adopt Resolution No. 2014–33, accepting the 2013 AFG in the amount of \$77,600.

PREVIOUS COUNCIL ACTION: Council passed resolutions in 2008 and 2009 accepting Assistance to Firefighter Grants that were used for training and equipment.

DISCUSSION: The Assistance to Firefighter Grant program is provided by the Federal Emergency Management Agency (FEMA) with the primary goal of helping firefighters and first responders obtain critically needed equipment, protective gear, emergency vehicles and training. The Kodiak Fire Department submits an application annually to replace equipment and vehicles. The funding for this grant will be used to replace a breathing air compressor module used to refill high pressure breathing air cylinders. The current compressor module is over twenty years old and generally obsolete. The funding will also be used to buy two new sets of battery operated vehicle extrication tools. The current tools are over twenty years old and are in need of replacement.

ALTERNATIVES: Council has two main alternatives. Alternative # 1 is to adopt Resolution 2014–33, which is the recommendation of staff, because the grant helps replace aging or obsolete equipment. Council could also amend or not adopt Resolution 2014–33 which staff does not recommend.

FINANCIAL IMPLICATIONS: The total amount of the grant is \$81,684 with \$77,600 provided through FEMA and the AFG grant. The City's is responsible for a 5% match or \$4,084. In anticipation of receiving the grant, the funding is included in the FY2015 General Capital Projects Fund, Account No. 300.300.440.4040.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2014–33 to accept the 2013 Assistance to Firefighter Grant. The benefit is that the grant covers 95% of the equipment replacement costs.

CITY MANAGER’S COMMENTS: I support Chief Kamai’s ongoing efforts to find funding through grants to help offset the cost of upgrading or replacing aging equipment in his department. The equipment purchase and grant funding are in the General Capital Projects Fund for FY2015. Therefore, I recommend Council adopt Resolution No. 2014–33.

ATTACHMENTS:

Attachment A: Resolution No. 2014-33

Attachment B: AFG award documents

PROPOSED MOTION:

Move to adopt Resolution No. 2014–33.

**CITY OF KODIAK
RESOLUTION NUMBER 2014-33**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ACCEPTING
A 2013 ASSISTANCE TO FIREFIGHTER GRANT**

WHEREAS, the City of Kodiak has been awarded a 2013 Assistance to Firefighter Grant in the amount of Seventy-Seven Thousand, Six Hundred Dollars (\$77,600) to purchase a replacement breathing air compressor module and two sets of vehicle extrication tools; and

WHEREAS, the award requires a City match of 5%, or Four Thousand Eighty-Four Dollars (\$4,084) to be made toward purchase of the equipment; and

WHEREAS, these funds will be used to support fire and medical emergency response; and

WHEREAS, public safety activities have been incorporated into the on-going operations of the City of Kodiak.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that a Federal Emergency Management Agency 2013 Assistance to Firefighters Grant in the amount of \$77,600 is hereby accepted, and the City’s match of \$4,084 is included in the FY2015 General Capital Project Fund budget.

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

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Rome Kamai
City of Kodiak Fire Department
219 Lower Mill Bay Road
Kodiak, Alaska 99615-6352

Re: Grant No.EMW-2013-FO-03775

Dear Mr. Kamai:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$81,684.00. The Federal share is 95 percent or \$77,600.00 of the approved amount and your share of the costs is 5 percent or \$4,084.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2013-FO-03775
GRANTEE: City of Kodiak Fire Department
AMOUNT: \$81,684.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Assistance to Firefighters grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Assistance to Firefighters program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Period of Performance

30-JUL-14 to 29-JUL-15

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$81,684.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$81,684.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that may require an EHP review). Please go to Agreement Article XXVII of the award package, and comply with the instructions to access and submit your Environmental Planning and Historic Preservation Screening form.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Katrice Hagan at Katrice.Hagan@dhs.gov

System for Award Management (SAM)

Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2013-FO-03775	2. AMENDMENT NO. 0	3. RECIPIENT NO. 92-6000083	4. TYPE OF ACTION AWARD	5. CONTROL NO. W518706N
6. RECIPIENT NAME AND ADDRESS City of Kodiak Fire Department 219 Lower Mill Bay Road Kodiak Alaska, 99615-6352	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Rome Kamai	PHONE NO. 9074868040	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 30-JUL-14	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:30-JUL-14 To:29-JUL-15	

Budget Period
From:05-MAR-14 To:30-SEP-14

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2014-M3-C111-P4310000-4101-D	\$0.00	\$77,600.00	\$77,600.00	\$4,084.00
TOTALS			\$0.00	\$77,600.00	\$77,600.00	\$4,084.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A	DATE N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title) Andrea Day	DATE 25-JUL-14

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