

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AUTHORIZING THE EXTENSION OF THE EMERGENCY SERVICES COMMERCIAL TOWER LEASE AS NEGOTIATED UNDER THE EXISTING TERMS OF THE LEASE (MSB007258).


AGENDA OF: April 3, 2018

ASSEMBLY ACTION:

Adopted without objection
5-1-18 

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator	HMM	
	Community Development Director	CP	
	Purchasing Officer	DM	
	Emergency Services Director	MB	
	Information Technology Director	EW	
	Finance Director	CK	
	Borough Attorney	MS	
	Borough Clerk	JMM	3/28/18 

ATTACHMENT (S) : Fiscal Note: YES X NO _____
 Lease Amendment No. 2 (7 pp)
 Lease & Amendment (28 pp)
 Ordinance Serial No. 18-010 (3 pp)

SUMMARY STATEMENT:

The Matanuska-Susitna Borough (as Lessee) entered into an unrecorded lease agreement in 2013 for purpose of erecting a commercial tower on privately owned property in support of the borough's Enhanced 911 System. The Lease was negotiated by the borough's Information Technology Department Chief Information Officer.

DISCUSSION:

The lease agreement was executed by the Purchasing Officer in 2013 with an initial five-year term and was recorded in May 2017 to acknowledge and serialize the document and rent schedule.

In accordance with Matanuska-Susitna Borough code, the manager or his designee are authorized to sign a contract and any amendments thereto if the contract does not obligate the borough to pay more than \$100,000.

The initial five-year term of rent totaled \$54,614; however, the negotiated rent for years 6-10 totals \$120,191 and for years 11-15 totals \$139,639. The renewal term rent exceeds the \$100,000 threshold authorized under MSB 3.08.161 and the two five-year renewal periods require assembly approval pursuant to MSB 23.10.030. In order to bring the executed lease agreement into compliance, assembly approval by ordinance is needed.

The existing lease has been in effect since 2013 and is a crucial link for the Enhanced 911 System. Authorizing the two five-year renewal periods assures continued cellular connection for the borough.

RECOMMENDATION OF ADMINISTRATION:

Subject to conditions and stipulations outlined in the Commercial Cell Tower Lease Agreement between the Matanuska Susitna Borough and H Services, LLC, and being subject to annual appropriation, it is recommended the Assembly authorize the Borough Manager to extend the lease agreement for two five-year renewal periods, as negotiated under the original lease agreement executed on May 10, 2013 and recorded and amended on May 23, 2017, Serial No. 2017-009796-0 and Serial No. 2017-009799-0.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: ^{April 3} March 20, 2018

SUBJECT: An ordinance of the Matanuska-Susitna Borough Assembly authorizing the extension of the Emergency Services Commercial Tower Lease as negotiated under the existing terms of the lease (MSB007258).

ORIGINATOR:

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$120,191 ^(TOTAL for 2018-2022) \$139,639 ⁽²⁰²³⁻²⁰²⁸⁾	FUNDING SOURCE Lease Revenues
FROM ACCOUNT #	PROJECT #
TO ACCOUNT: 203.000 000. 3xx xxx	PROJECT #
VERIFIED BY: Barbara Buehler	CERTIFIED BY:
DATE: 3/20/18	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE	120.2*					139.6 →
---------	--------	--	--	--	--	---------

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other						
TOTAL						

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) * TOTAL REVENUE FOR 5 year period 2018-2022.

PREPARED BY: _____ PHONE: _____

DEPARTMENT: Chapman Kendall DATE: _____

APPROVED BY: _____ DATE: 3/20/18

DOCUMENT TITLE: AMENDMENT NO. 2
MSB007258

PALMER RECORDING DISTRICT

LEGAL DESCRIPTION:

Township 16 North, RANGE 04 West, Seward Meridian, Alaska
Section 33: NW1/4SE1/4

ASSOCIATED DOCUMENTS:

Commercial Tower Lease Agreement, recorded on May 23, 2017, Serial No. 2017-009796-0
Lease Amendment No. 1, recorded on May 23, 2017, Serial No. 2017-009799-0

GRANTOR: H Services, LLC

GRANTEE: Matanuska-Susitna Borough

NUMBER OF PAGES: 7 (including this page)

AFTER RECORDING RETURN TO:

Matanuska-Susitna Borough
Land and Resource Management Division
Attn: Asset Manager
350 East Dahlia Avenue
Palmer, Alaska 99645-6488

LEASE AMENDMENT NO. 2

This Amendment of Lease ("Amendment") is made as of the 1st day of May, 2018 by and between H SERVICES, LLC ("Lessor"), a limited liability company formed under the laws of the State of Alaska, whose mailing address is PO Box 201007, Anchorage, Alaska 99520, and MATANUSKA-SUSITNA BOROUGH (EMS), a municipal corporation formed under the laws of the State of Alaska, ("Lessee"), whose mailing address is 350 E. Dahlia Avenue, Palmer, Alaska 99645.

Lessor and Lessee are parties to that certain Commercial Tower Lease Agreement and Amendment dated May 1, 2013, covering space located at 22302 West Johnny Parks Drive, Wasilla, Alaska 99654, (the "Leased Premises") and is hereby amended as set forth below:

Number 2, Renewal Terms. Lessee is exercising its first, 5-year renewal term to extend the Lease. All of the terms and conditions of the agreement shall apply during the Renewal Term.

Number 3, Rent. Shall be restated as follows:

1.4 Total new lease amount \$1,886.54, beginning on May 1, 2018 with increases as stipulated in original lease Section 4.

1. **Section 20. Notices and Demands.** Information is corrected as follows:

To Lessor:

H Services LLC
PO Box 201007
Anchorage, AK 99520

Telephone: 907-244-0670
Facsimile: 907-258-1945
e-mail: ned.hahn@gssiak.com

To Lessee:

Matanuska-Susitna Borough
Land Management Division
350 E Dahlia Avenue
Palmer, AK 99645

Telephone: 907-861-7869
Facsimile: 907-861-8635
e-mail: tmcdaniel@matsugov.us

Exhibit C

Lease payment schedule updated.

For and in consideration of the mutual conditions as contained herein, the Lessor and Lessee do mutually agree to this amendment with all other terms and conditions in the lease and subsequent amendment to remain in full force and effect as first written.

Lessor and Lessee have duly executed and acknowledged this Lease Amendment No. 2 on the dates indicated.

MATANUSKA-SUSITNA BOROUGH, LESSEE

By: _____
RUSS KRAFFT
Its: PURCHASING OFFICER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by RUSS KRAFFT, the Purchasing Officer of the MATANUSKA-SUSITNA BOROUGH, as the manager's designee on behalf of the municipal corporation.

(SEAL)

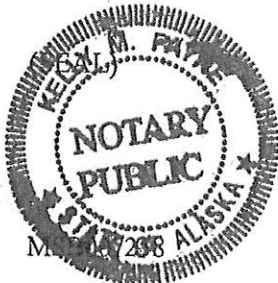
Notary Public in and for Alaska
My Commission Expires: _____

H SERVICES, LLC, LESSOR

By: *Ned Hahn*
NED HAHN, MANAGING MEMBER OF
H SERVICES, LLC

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by NED HAHN, authorized Managing Member of H Services LLC, on behalf of H Services, LLC.



Kelly M. Payne
Notary Public in and for Alaska
My Commission Expires: May 21, 2020

Amendment No. 2 to Lease Hahn's Hill

Page 3 of 7

EXHIBIT C
Lease Payment Schedule

Year 6	5.1.2018	Renewal year 3% increase	\$753.54	\$1133.00	\$1886.54	
	6.1.2018		\$753.54	\$1133.00	\$1886.54	
	7.1.2018		\$753.54	\$1133.00	\$1886.54	
	8.1.2018		\$753.54	\$1133.00	\$1886.54	
	9.1.2018		\$753.54	\$1133.00	\$1886.54	
	10.1.2018		\$753.54	\$1133.00	\$1886.54	
	11.1.2018		\$753.54	\$1133.00	\$1886.54	
	12.1.2018		\$753.54	\$1133.00	\$1886.54	
	1.1.2019		\$753.54	\$1133.00	\$1886.54	
	2.1.2019		\$753.54	\$1133.00	\$1886.54	
	3.1.2019		\$753.54	\$1133.00	\$1886.54	
	4.1.2019		\$753.54	\$1133.00	\$1886.54	
Year 7	5.1.2019	3% increase	\$776.15	\$1166.99	\$1943.14	
	6.1.2019		\$776.15	\$1166.99	\$1943.14	
	7.1.2019		\$776.15	\$1166.99	\$1943.14	
	8.1.2019		\$776.15	\$1166.99	\$1943.14	
	9.1.2019		\$776.15	\$1166.99	\$1943.14	
	10.1.2019		\$776.15	\$1166.99	\$1943.14	
	11.1.2019		\$776.15	\$1166.99	\$1943.14	
	12.1.2019		\$776.15	\$1166.99	\$1943.14	
	1.1.2020		\$776.15	\$1166.99	\$1943.14	
	2.1.2020		\$776.15	\$1166.99	\$1943.14	
	3.1.2021		\$776.15	\$1166.99	\$1943.14	
	4.1.2020		\$776.15	\$1166.99	\$1943.14	
Year 8	5.1.2020	3% increase	\$799.43	\$1202.00	\$2001.43	
	6.1.2020		\$799.43	\$1202.00	\$2001.43	
	7.1.2020		\$799.43	\$1202.00	\$2001.43	
	8.1.2020		\$799.43	\$1202.00	\$2001.43	
	9.1.2020		\$799.43	\$1202.00	\$2001.43	
	10.1.2020		\$799.43	\$1202.00	\$2001.43	
	11.1.2020		\$799.43	\$1202.00	\$2001.43	
	12.1.2020		\$799.43	\$1202.00	\$2001.43	
	1.1.2021		\$799.43	\$1202.00	\$2001.43	
	2.1.2021		\$799.43	\$1202.00	\$2001.43	
	3.1.2021		\$799.43	\$1202.00	\$2001.43	

	4.1.2021		\$799.43	\$1202.00	\$2001.43	
Year 9	5.1.2021	3% increase	\$823.41	\$1238.06	\$2061.47	
	6.1.2021		\$823.41	\$1238.06	\$2061.47	
	7.1.2021		\$823.41	\$1238.06	\$2061.47	
	8.1.2021		\$823.41	\$1238.06	\$2061.47	
	9.1.2021		\$823.41	\$1238.06	\$2061.47	
	10.1.2021		\$823.41	\$1238.06	\$2061.47	
	11.1.2021		\$823.41	\$1238.06	\$2061.47	
	12.1.2021		\$823.41	\$1238.06	\$2061.47	
	1.1.2022		\$823.41	\$1238.06	\$2061.47	
	2.1.2022		\$823.41	\$1238.06	\$2061.47	
	3.1.2022		\$823.41	\$1238.06	\$2061.47	
	4.1.2022		\$823.41	\$1238.06	\$2061.47	
Year 10	5.1.2022	3% increase	\$848.11	\$1275.20	\$2123.31	
	6.1.2022		\$848.11	\$1275.20	\$2123.31	
	7.1.2022		\$848.11	\$1275.20	\$2123.31	
	8.1.2022		\$848.11	\$1275.20	\$2123.31	
	9.1.2022		\$848.11	\$1275.20	\$2123.31	
	10.1.2022		\$848.11	\$1275.20	\$2123.31	
	11.1.2022		\$848.11	\$1275.20	\$2123.31	
	12.1.2022		\$848.11	\$1275.20	\$2123.31	
	1.1.2023		\$848.11	\$1275.20	\$2123.31	
	2.1.2023		\$848.11	\$1275.20	\$2123.31	
	3.1.2023		\$848.11	\$1275.20	\$2123.31	
	4.1.2023		\$848.11	\$1275.20	\$2123.31	
Year 11	5.1.2023	Renewal year 3% increase	\$873.55	\$1313.46	\$2187.01	
	6.1.2023		\$873.55	\$1313.46	\$2187.01	
	7.1.2023		\$873.55	\$1313.46	\$2187.01	
	8.1.2023		\$873.55	\$1313.46	\$2187.01	
	9.1.2023		\$873.55	\$1313.46	\$2187.01	
	10.1.2023		\$873.55	\$1313.46	\$2187.01	
	11.1.2023		\$873.55	\$1313.46	\$2187.01	
	12.1.2023		\$873.55	\$1313.46	\$2187.01	
	1.1.2024		\$873.55	\$1313.46	\$2187.01	
	2.1.2024		\$873.55	\$1313.46	\$2187.01	
	3.1.2024		\$873.55	\$1313.46	\$2187.01	
	4.1.2024		\$873.55	\$1313.46	\$2187.01	
Year 12	5.1.2024	3% increase	\$899.76	\$1352.86	\$2252.62	

	6.1.2024		\$899.76	\$1352.86	\$2252.62	
	7.1.2024		\$899.76	\$1352.86	\$2252.62	
	8.1.2024		\$899.76	\$1352.86	\$2252.62	
	9.1.2024		\$899.76	\$1352.86	\$2252.62	
	10.1.2024		\$899.76	\$1352.86	\$2252.62	
	11.1.2024		\$899.76	\$1352.86	\$2252.62	
	12.1.2024		\$899.76	\$1352.86	\$2252.62	
	1.1.2025		\$899.76	\$1352.86	\$2252.62	
	2.1.2025		\$899.76	\$1352.86	\$2252.62	
	3.1.2025		\$899.76	\$1352.86	\$2252.62	
	4.1.2025		\$899.76	\$1352.86	\$2252.62	
Year 13	5.1.2025	3% increase	\$926.75	\$1393.45	\$2320.20	
	6.1.2025		\$926.75	\$1393.45	\$2320.20	
	7.1.2025		\$926.75	\$1393.45	\$2320.20	
	8.1.2025		\$926.75	\$1393.45	\$2320.20	
	9.1.2025		\$926.75	\$1393.45	\$2320.20	
	10.1.2025		\$926.75	\$1393.45	\$2320.20	
	11.1.2025		\$926.75	\$1393.45	\$2320.20	
	12.1.2025		\$926.75	\$1393.45	\$2320.20	
	1.1.2026		\$926.75	\$1393.45	\$2320.20	
	2.1.2026		\$926.75	\$1393.45	\$2320.20	
	3.1.2026		\$926.75	\$1393.45	\$2320.20	
	4.1.2026		\$926.75	\$1393.45	\$2320.20	
Year 14	5.1.2026	3% increase	\$954.55	\$1435.25	\$2389.80	
	6.1.2026		\$954.55	\$1435.25	\$2389.80	
	7.1.2026		\$954.55	\$1435.25	\$2389.80	
	8.1.2026		\$954.55	\$1435.25	\$2389.80	
	9.1.2026		\$954.55	\$1435.25	\$2389.80	
	10.1.2026		\$954.55	\$1435.25	\$2389.80	
	11.1.2026		\$954.55	\$1435.25	\$2389.80	
	12.1.2026		\$954.55	\$1435.25	\$2389.80	
	1.1.2027		\$954.55	\$1435.25	\$2389.80	
	2.1.2027		\$954.55	\$1435.25	\$2389.80	
	3.1.2027		\$954.55	\$1435.25	\$2389.80	
	4.1.2027		\$954.55	\$1435.25	\$2389.80	
Year 15	5.1.2027	3% increase	\$983.19	\$1503.80	\$2486.99	
	6.1.2027		\$983.19	\$1503.80	\$2486.99	
	7.1.2027		\$983.19	\$1503.80	\$2486.99	
	8.1.2027		\$983.19	\$1503.80	\$2486.99	

	9.1.2027		\$983.19	\$1503.80	\$2486.99	
	10.1.2027		\$983.19	\$1503.80	\$2486.99	
	11.1.2027		\$983.19	\$1503.80	\$2486.99	
	12.1.2027		\$983.19	\$1503.80	\$2486.99	
	1.1.2028		\$983.19	\$1503.80	\$2486.99	
	2.1.2028		\$983.19	\$1503.80	\$2486.99	
	3.1.2028		\$983.19	\$1503.80	\$2486.99	
	4.1.2028		\$983.19	\$1503.80	\$2486.99	

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K
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2017-009796-0

Recording Dist: 311 - Palmer
5/23/2017 12:11 PM Pages: 1 of 15



DOCUMENT TITLE: LEASE
MSB007258

PALMER RECORDING DISTRICT

LEGAL DESCRIPTION:

Township 16 North, RANGE 04 West, Seward Meridian, Alaska

Section 33: NW1/4SE1/4

GRANTOR: H Services LLC

GRANTEE: Matanuska Susitna Borough

NUMBER OF PAGES: 15 (including this page)

AFTER RECORDING RETURN TO:

Matanuska-Susitna Borough
Land and Resource Management Division
Attn: Real Property Analyst
350 East Dahlia Avenue
Palmer, Alaska 99645-6488

Whereas certain interests in land may be invalid if not written in a document recorded with the state;
and

Whereas, pursuant to a State of Alaska, Department of Law Memorandum from the Assistant Attorney General Linda L. Kesterson, dated July 16, 1997, in which lease documents are specifically identified as conveyances; and

Whereas, Alaska Statute 40.17.110(b) states, "If the document to be recorded is a conveyance, power of attorney, contract for the sale or purchase of real property, or option for the purchase of real property, the document must be acknowledged.

Therefore, to facilitate recording of the original Commercial Tower Lease Agreement, serialized as MSB007258, the original signors will acknowledge, with notarized signatures, the original lease identified as Cell Tower Lease Agreement, Hahn's Hill, Pages 1 through 11, with each page initialed with NH, was executed by Ned E. Hahn, on behalf of H Services, LLC, on April 18, 2013 and by Russ Krafft, Purchasing Officer, on behalf of the Matanuska-Susitna Borough on May 10, 2013 for the purposes stated therein.

The original Commercial Tower Lease, acknowledged with this document, will be attached in its entirety.



2 of 15
2017-009796-0

MSB007258

Acknowledgement of original lease for recordation purposes

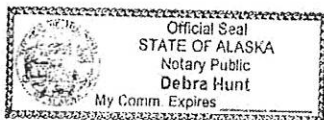
Page 1 of 3

MATANUSKA-SUSITNA BOROUGH

By: [Signature]
RUSS KRAFFT
Its: PURCHASING OFFICER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by RUSS KRAFFT, the Purchasing Officer of MATANUSKA-SUSITNA BOROUGH, as the manager's designee on behalf of the municipal corporation.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 1-1-18



3 of 15
2017-009796-0

MSB007258

Acknowledgement of original lease for recordation purposes

Page 2 of 3

H SERVICES, LLC

By: [Signature]
NED HAHN, MANAGING MEMBER OF
H SERVICES, LLC

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by NED HAHN, authorized Managing Member of H Services LLC, on behalf of H Services, LLC.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 3/16/2020



4 of 15
2017-009796-0

MSB007258

Acknowledgement of original lease for recordation purposes

Page 3 of 3

COMMERCIAL TOWER LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made between H Services LLC herein called "Lessor", and Matanuska-Susitna Borough herein called, "Lessee" on this first day of May 2013.

WHEREAS, the parties hereto desire to effect an arrangement whereby Lessor leases space at its premises for the purposes of placing and utilizing communications equipment and Lessee desires to lease said space upon the terms and conditions set forth below.

Lessor hereby leases to Lessee the premises situated at 22302 West Johnny Parks Drive, Anchorage, Alaska, and as further described at *Exhibit A*, upon the following TERMS and CONDITIONS:

1. **Initial Lease Term.** Lessor demises the above premises to Lessee for a term of Five (5) years (the "Initial Lease Term"), commencing on first day of May, 2013, and terminating on the Last day of April, 2018, except as otherwise provided herein. This lease is subject to annual appropriation by the Mat-Su Borough Assembly for the purposes of the lease.
2. **Renewal Terms.** Lessee shall have the option to renew the Agreement for Two (2) additional terms of Five (5) years each (the "Renewal Term"). All of the terms and conditions of the Agreement shall apply during the Renewal Term.
3. **Rent.** The monthly rent of Six Hundred Fifty /100 Dollars (\$ 650 .00) is payable by Lessee to Lessor on the first day of each month during the term of this Agreement. All rental payments shall be made to Lessor, at the address specified herein. The first month's rate shall be prorated, as required.
 - a. Any rent not received by Lessor within thirty (30) days of being due will be subject to a late charge of one and a half percent (1.5%) per month.
 - b. The parties agree in advance that this late charge represents a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. In addition delinquent rental payments are subject to a one and a half percent (1.5%) per month interest fee. Such additional obligations are cumulative and not waived by Lessor unless done so in writing.
4. **Rent Increases.** The monthly rent will increase at a rate of three percent (3 %) percent on an annual basis beginning on the first full month after the first anniversary of the commencement date and each one-year anniversary thereafter. This includes and applies to any subsequent renewals or additional terms.

Lease Agreement
Hahn's Hill

NK



5. **Public Utilities.** Lessee is responsible for the provision of any and all required electrical power and/or telecommunications services to the premises for the term of this Agreement, unless otherwise specified in this Agreement.

6. **Invoicing.** Lessee shall be invoiced monthly. Other payments due, if any and as specified herein, shall be paid by Lessee to Lessor within forty-five (45) days after Lessee's receipt of a proper invoice for same. Invoices required hereunder shall be on Lessor's official letterhead and shall include Lessee's purchase order number, if provided by Lessee, and a certification that the invoice is true and accurate. Invoices shall be submitted electronically by Lessor to Lessee at the following address:

Invoice Physical Address:

(Name): Matanuska-Susitna Borough

(Street Address): 350 E. Dahlia Avenue

(City) Palmer (State) AK (Zipcode) 99654

Email: Address for Electronic Submission: borough.accounts.payable@matsugov.us

Facsimile Number: 907-746-7412

Lessee may from time to time designate any other address for this purpose by giving written notice to Lessor.

7. **Termination.**

a. **Termination due to Default.** Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material default of this Agreement and has failed to cure such default within thirty (30) days after receipt of written notice of such default, or other extended period as agreed to by the Parties.

b. **Termination due to Eminent Domain.** If the premises or any part thereof materially affecting Lessee's use of the premises, shall be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to part of any award for such taking limited to any taking of fixtures and improvements owned by Lessee and for moving expenses.

Lease Agreement
Hahn's Hill

NK



c. **Termination due to Destruction of Premises.** In the event of a whole or partial destruction of the premises during the term hereof due to fire or any other cause, Lessor shall forthwith repair the same, provided that such repairs can be made within one hundred and eighty (180) days under existing governmental laws and regulations. Such destruction shall not terminate this Agreement, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which such destruction or resultant repairs interferes with the business of Lessee on the premises. If such repairs cannot be made within said one hundred and eighty (180) days, Lessor, at its option, may terminate this Agreement.

d. **Termination by Mutual Agreement.** This Agreement may be terminated by a mutual written agreement signed by both parties.

8. **Quiet Enjoyment.** Lessor warrants that it has good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend Lessee's use and enjoyment of said premises against third party claims.

9. **Use of Premises.** Lessee shall use and occupy the premises for the purpose of operating a communications site. The premises shall be used by Lessee for no other purpose. Lessee's equipment is identified at *Exhibit B*. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall be permitted to change to other type antennas, antenna mountings, or transmission lines that have approximately the same effect on the tower structure load, and approximately the same effect with respect to material interference to other users of antennas located on the tower. In the event that these changes require an updated stress load analysis to be performed, Lessee agrees to pay the cost of having it performed by a qualified Professional Engineer that is certified by the State of Alaska. In the event that the Lessee requires additional antennas, transmission lines, and related mounting hardware to be added to the tower structure in the future, Lessee agrees to provide an updated stress load analysis performed by a qualified Professional Engineer that is certified by the State of Alaska. In any event, such proposed changes or alterations will only be commenced with advance notice and permission in writing from Lessor. Any rent adjustment related to additional Lessee antennas or transmission lines shall be negotiated in good faith by the Parties.

Lessee, or Lessee subcontractor, personnel required to climb the tower structure for any purpose shall require prior approval of Lessor. Lessor is not required to grant approval to Lessee for climbing the tower if climbers of Lessor or any other lessee are scheduled for climbing during the same time period. Lessee tower climbers must be insured in accordance with Section 14 herein.

10. **Tower Maintenance.** Lessor represents and warrants that its operation of the tower, exclusive of Lessee's equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission (FCC), FAA and all applicable local codes and regulations.

Lease Agreement
Hahn's Hill

Handwritten signature/initials



11. **Entry and Inspection.** Lessee shall permit Lessor to enter upon the premises for the purpose of inspecting the same.
12. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessee shall comply with all regulations of the FCC pertaining to Lessee's use of the premises.
13. **Taxes.** All equipment attached to or otherwise brought onto the site by Lessee shall at all times be deemed to be Lessee's personal property. Lessee shall pay directly to the taxing authority any personal property taxes which may be assessed with respect to such equipment.
14. **Insurance.** Lessee shall maintain and cause any subcontractor entering the premises to maintain in full force during the term of this Agreement the following insurance:
- a. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws. Said policy shall contain a waiver of subrogation rights in favor of Lessor.
 - b. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$2,000,000.00 per occurrence.
 - c. Lessee shall provide a Certificate of Insurance to Lessor prior to installation of Lessee equipment on the premises. The certificate shall identify Lessor as an additional insured.
 - d. A minimum policy in the amount of \$1,000,000.00 Combined Single Limit of Auto Liability Insurance.
 - e. All policies shall have Lessor as a named insured or an additional insured on the applicable policy. Lessor shall be entitled to 30 days written notice prior to the cancelation of any applicable policy.
15. **Risk of Loss.** Lessee shall bear the risk of loss for any portion of Lessee's equipment placed upon the Premises by Lessee in the event equipment is damaged or destroyed, in whole or in part.
16. **Indemnification.** Subject to a a specific appropriation for this purpose, which Lessee agrees to make every good faith effort to obtain, the Lessee agrees to indemnify, save, hold harmless and defend Lessor, its parent, affiliates, subsidiaries, officers, directors and employees from any and all liability, except for any liability arising solely out the negligent acts by the

Lease Agreement
Hahn's Hill



Lessor or its employees, other Lessees, contractors, agents, or affiliates for loss, damage, expenses, claims, costs or fees, including reasonable attorney fees, arising out of or related to:

- a. Lessee or it's agents' use of lessor's property or any part thereof or space adjacent thereto;
- b. Any and all actions or conduct of or on part of Lessee, its agents, contractors or invitees;
- c. Any bodily injury, including personal injury, or property damage occurring on or about Lessor's property resulting from Lessee or its agents' equipment installation and/or operation.
- d. Any failure on the part of Lessee or its agents to perform or comply with any covenant required to be performed or complied with by Lessee, including, but not limited to, all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders and other requirements in every aspect relating to use of the Premises, including, if any, generation, recycling, reuse, sale, storage, handling, transportation, release and disposal of any known or unknown hazardous materials.
- e. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT OR THE PREMISES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVER OF DAMAGES CONTAINED IN THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

17. **Limitation of Liability.** Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages no greater than one million Dollars (\$1,000,000.00).

18. **Hazardous Substance.** The parties agree that the premises shall be maintained in compliance with all municipal, state, and federal laws and regulations pertaining to the use, storage, or presence of hazardous substances.

Subject to a specific appropriation by the Assembly for this purpose, Lessee agrees to save and hold Lessor harmless, and indemnify Lessor from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises directly attributable to actions of Lessee.

Lease Agreement
Hahn's Hill

NW



Lessor agrees to save and hold Lessee harmless from any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to actions of Lessee.

19. **Material Interference.** In the event that Lessor shall conclude that any changed circumstances or condition related to use by Lessee of the premises has resulted in material interference generated by the actions of, or equipment owned or operated by Lessee, to the licensed broadcast activity or the signal transmissions of Lessor or other tenant's signal transmissions, Lessor may notify Lessee and Lessee shall forthwith, and upon FCC approval (if required), take expedited action, remedy or prevent such interference, or conduct such testing as may be required to verify that Lessee's equipment is in operational compliance with FCC regulations and Lessee's FCC licenses.

Lessee's rights and use of the premises shall be subject to Lessor's right to use and to permit others to use the premises as is reasonably required by such others for such other purposes as Lessor may permit, except for those portions of the premises exclusively reserved for use by Lessee. Lessor agrees not to enter into a future lease of any space on the premises which would materially interfere with the broadcast activity or the signal of Lessee, and to include in each future lease of any space on the premises a provision addressing any interference by such tenant with the broadcast activity or signal of Lessee, in substantially the same form as that set forth above.

Subject to FCC rules and regulations and other applicable law, priority protection from interference between multiple licensed users shall be based on the accepted industry standard in establishing the priority of occupancy of each user to another user of the tower. Each licensed user's priority shall be maintained so long as the licensed user does not materially change the equipment and/or frequency that it is entitled to use on the tower at the time of its initial occupancy.

20. **Notices and Demands.** All notices, demands or requests which may be given by any Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly delivered on the date delivered in person or sent via telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States mail via certified mail return receipt requested, and addressed as follows, or at such other places as may be designated by the Parties from time to time:

When to Lessor:

H Services LLC
PO Box 201007
Anchorage, Alaska 99520

Phone: (907) 244-0670
Facsimile: (907) 276-3153 *258-1945*
Email: ned.hahn@gssi.com

Lease Agreement
Hahn's Hill

gssi.ak.com
NA



When to Lessee:

Address: Matanuska-Susitna Borough
Information Technology Department, Chief Information Officer
350 E. Dahlia Ave.
Palmer, AK 99645

Phone: 907-745-4801

Facsimile: 907-746-3730

Email: carl.hereford@matsugov.us

21. **Contract Disputes.** This Agreement shall be governed by the laws of the State of Alaska. Venue for any dispute shall be in the Superior Court for the State of Alaska in Palmer, Alaska. The prevailing party in any dispute as determined by the Court shall be entitled to an award of costs and reasonable attorney fees pursuant to the Alaska Rules of Civil Procedure.

22. **Assignment and Subletting.** Lessee shall not have the right to assign this Agreement or sublet any portion of the premises without the prior written consent of the Lessor.

23. **Successors.** The terms and provisions of this Agreement and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. The terms and provisions of this Agreement and the conditions herein bind Lessee and Lessee's heirs, executors, administrators, successors, and assigns.

24. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

Handwritten signature

Lease Agreement
Hahn's Hill



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Lease Agreement
Hahn's Hill

178



In witness whereof, the Parties have executed this Agreement by their duly authorized officers or representatives as of the date shown below.

LESSOR: II Services LLC

LESSEE: MATHANASKA-Susi L. R. B. 2013

By: _____

Ned E. Hahn

By: _____

Title: Managing Member

Title: PURCHASING OFFICER

Date: _____

4-18-13

Date: _____

5/10/2013

Lease Agreement
Hahn's Hill



EXHIBIT A

DESCRIPTION OF LEASED PREMISES AND SITE PLAN

20 feet of antenna space at the 250 ft level on the 400ft tower located at 22302 W. Johnny Parks, Dr. along with one rack of space in the adjoining shelter to house two radios and either a duplexer or multicoupler,

NA

Lease Agreement
Hahn's Hill



EXHIBIT B
LESSEE EQUIPMENT

DB224 antenna and associated cabling
Motorola GTR8000 base radio
Motorola VHF duplexer

Future –
Motorola Quantar
Swap duplexer for multicoupler

NA

Lease Agreement
Hahn's Hill



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2017-009799-0

Recording Dist: 311 - Palmer

5/23/2017 12:13 PM Pages: 1 of 13



DOCUMENT TITLE: AMENDMENT
MSB007258

PALMER RECORDING DISTRICT

LEGAL DESCRIPTION:

Township 16 North, RANGE 04 West, Seward Meridian, Alaska

Section 33: NW1/4SE1/4

ASSOCIATED DOCUMENT: Recorded concurrent with unrecorded lease document.

GRANTOR: H Services LLC

GRANTEE: Matanuska Susitna Borough

NUMBER OF PAGES: 13 (including this page)

AFTER RECORDING RETURN TO:

Matanuska-Susitna Borough
Land and Resource Management Division
Attn: Real Property Analyst
350 East Dahlia Avenue
Palmer, Alaska 99645-6488

LEASE AMENDMENT NO. 1

This Amendment of Lease ("Amendment") is made as of the 1st day of May, 2017 by and between H SERVICES, LLC ("Lessor"), a limited liability company formed under the laws of the State of Alaska, whose mailing address is PO Box 201007, Anchorage, Alaska 99520, and MATANUSKA SUSITNA BOROUGH (EMS), a municipal corporation formed under the laws of the State of Alaska, ("Lessee"), whose mailing address is 350 E. Dahlia Avenue, Palmer, Alaska 99645.

WHEREAS, Lessor and Lessee are parties to that certain Commercial Tower Lease Agreement dated May 1, 2013, covering space located at 22302 West Johnny Parks Drive, Wasilla, Alaska 99654, (the "Leased Premises") described in **Exhibit A** and equipment as described in **Exhibit B**; and

WHEREAS, Lessor and Lessee desire to amend the Lease only with respect to the specific terms stated below, with all other terms and conditions in the Lease to remain unchanged.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. **Section 3.** Rent shall be restated as follows:
 - 1.1 Twenty (20) feet of antenna space at the 280 foot level on the 400 foot tower.
 - 1.2 One (1) 8 x 20 communication shelter to house rack space, radios, and other equipment.
 - 1.3 Three (3) HP6 microwave dishes, each 6-feet in diameter, all on the north leg at 95-feet, 115-feet, and 125-feet.
 - 1.4 Total new lease amount \$1,831.59, beginning on 5/1/2017, with increases as stipulated in original lease Section 4.
2. **Section 5.** Public utilities. Lessee is responsible for the provision of any and all required electrical power and/or telecommunications services to the premises for the term of this Lease. Lessee is required to apply for and pay any Matanuska Electric



Association connection fees and monthly usage charges in addition to the rent in Section 3.

3. **Section 9.** Use of Premises, **Exhibit B**, Lessee's allowed equipment will be updated to include items outlined in 1.2 and 1.3 of this Lease Amendment No. 1. Requirement of updated stress load analysis performed by a qualified Professional Engineer, certified by the State of Alaska, has been provided to the Lessor by Lessee IT Department. Execution of the amendment is acknowledgement of same.
4. **Section 20.** Notices and Demands. Information is corrected as follows:

To Lessor:

H Services LLC
PO Box 201007
Anchorage, AK 99520

Telephone: 907-244-0670
Facsimile: 907-258-1945
e-mail: ned.hahn@gssiak.com

To Lessee:

Matanuska-Susitna Borough
Land Management Division
350 E Dahlia Avenue
Palmer, AK 99645

Telephone: 907-861-7869
Facsimile: 907-861-8635
e-mail: glenda.smith@matsugov.us
mark.baker@matsugov.us

5. **Section 25.** Entire agreement. This Agreement constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Lease and Lease Amendment No. 1 will be recorded, in full, in the Palmer Recording District, Palmer, Alaska, by the Lessee, at the expense of the Lessee.




IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease Amendment No. 1 on the dates indicated.

Documents may be executed in one or more counterparts and/or by facsimile or e-mail, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same document.



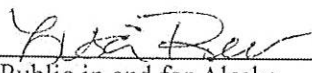
MATANUSKA-SUSITNA BOROUGH

By: 
RUSS KRAFFT
Its: PURCHASING OFFICER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24th day of March, 2017, by RUSS KRAFFT, the Purchasing Officer of MATANUSKA-SUSITNA BOROUGH, as the manager's designee on behalf of the municipal corporation.




Notary Public in and for Alaska,
My Commission Expires: 9/27/17



H SERVICES, LLC

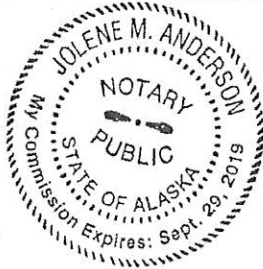
By: 
NED HAHN, MANAGING MEMBER OF
H SERVICES, LLC

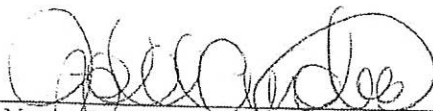
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

The foregoing instrument was acknowledged before me this 24th day of March, 2017,
by NED HAHN, authorized Managing Member of H Services LLC, on behalf of H Services,
LLC.




Notary Public in and for Alaska
My Commission Expires: 9/29/19.

MSB007258

Amendment No. 1 to Lease Hahn's Hill

Page 5 of 12



EXHIBIT A

DESCRIPTION OF LEASED PREMISES AND SITE PLAN

Twenty (20) feet of antenna space at the 280 foot level on the 400 foot tower located at 22302 West Johnny Parks Drive.

One (1) 8 x 20 foot communications shelter to house rack space, radios, and other equipment.

Three (3) HP6 microwave dishes, each 6 feet in diameter.



EXHIBIT B

LESSEE EQUIPMENT

One (1) DB224 antenna and associated cabling
Three (3) HP6 6-foot diameter microwave dishes
One (1) 8 x 20 foot communication shelter



EXHIBIT C

	Tower Agreement EMS					
			Primary lease	New lease amount	Total	
Year 1	5.1.2013	Commence	\$650.00			
	6.1.2013		\$650.00			
	7.1.2013		\$650.00			
	8.1.2013		\$650.00			
	9.1.2013		\$650.00			
	10.1.2013		\$650.00			
	11.1.2013		\$650.00			
	12.1.2013		\$650.00			
	1.1.2014		\$650.00			
	2.1.2014		\$650.00			
	3.1.2014		\$650.00			
	4.1.2014		\$650.00			
Year 2	5.1.2014	3% increase	\$669.50			
	6.1.2014		\$669.50			
	7.1.2014		\$669.50			
	8.1.2014		\$669.50			
	9.1.2014		\$669.50			
	10.1.2014		\$669.50			
	11.1.2014		\$669.50			
	12.1.2014		\$669.50			
	1.1.2015		\$669.50			
	2.1.2015		\$669.50			
	3.1.2015		\$669.50			
	4.1.2015		\$669.50			
Year 3	5.1.2015	3% increase	\$689.59			
	6.1.2015		\$689.59			
	7.1.2015		\$689.59			
	8.1.2015		\$689.59			
	9.1.2015		\$689.59			
	10.1.2015		\$689.59			
	11.1.2015		\$689.59			
	12.1.2015		\$689.59			



	1.1.2016		\$689.59			
	2.1.2016		\$689.59			
	3.1.2016		\$689.59			
	4.1.2016		\$689.59			
Year 4	5.1.2016	3% increase	\$710.28			
	6.1.2016		\$710.28			
	7.1.2016		\$710.28			
	8.1.2016		\$710.28			
	9.1.2016		\$710.28			
	10.1.2016		\$710.28			
	11.1.2016		\$710.28			
	12.1.2016		\$710.28			
	1.1.2017		\$710.28			
	2.1.2017		\$710.28			
	3.1.2017		\$710.28			
	4.1.2017		\$710.28			
Year 5	5.1.2017	Add \$ for cabinet and microwaves 3% increase	\$731.59	\$1,100.00	\$ 1,831.59	
	6.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	7.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	8.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	9.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	10.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	11.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	12.1.2017		\$731.59	\$1,100.00	\$ 1,831.59	
	1.1.2018		\$731.59	\$1,100.00	\$ 1,831.59	
	2.1.2018		\$731.59	\$1,100.00	\$ 1,831.59	
	3.1.2018		\$731.59	\$1,100.00	\$ 1,831.59	
	4.1.2018		\$731.59	\$1,100.00	\$ 1,831.59	
Year 6	5.1.2018	Renewal year 3% increase	\$753.54	\$1133.00	\$1886.54	
	6.1.2018		\$753.54	\$1133.00	\$1886.54	
	7.1.2018		\$753.54	\$1133.00	\$1886.54	
	8.1.2018		\$753.54	\$1133.00	\$1886.54	
	9.1.2018		\$753.54	\$1133.00	\$1886.54	
	10.1.2018		\$753.54	\$1133.00	\$1886.54	
	11.1.2018		\$753.54	\$1133.00	\$1886.54	



	12.1.2018		\$753.54	\$1133.00	\$1886.54	
	1.1.2019		\$753.54	\$1133.00	\$1886.54	
	2.1.2019		\$753.54	\$1133.00	\$1886.54	
	3.1.2019		\$753.54	\$1133.00	\$1886.54	
	4.1.2019		\$753.54	\$1133.00	\$1886.54	
Year 7	5.1.2019	3% increase	\$776.15	\$1166.99	\$1943.14	
	6.1.2019		\$776.15	\$1166.99	\$1943.14	
	7.1.2019		\$776.15	\$1166.99	\$1943.14	
	8.1.2019		\$776.15	\$1166.99	\$1943.14	
	9.1.2019		\$776.15	\$1166.99	\$1943.14	
	10.1.2019		\$776.15	\$1166.99	\$1943.14	
	11.1.2019		\$776.15	\$1166.99	\$1943.14	
	12.1.2019		\$776.15	\$1166.99	\$1943.14	
	1.1.2020		\$776.15	\$1166.99	\$1943.14	
	2.1.2020		\$776.15	\$1166.99	\$1943.14	
	3.1.2021		\$776.15	\$1166.99	\$1943.14	
	4.1.2020		\$776.15	\$1166.99	\$1943.14	
Year 8	5.1.2020	3% increase	\$799.43	\$1202.00	\$2001.43	
	6.1.2020		\$799.43	\$1202.00	\$2001.43	
	7.1.2020		\$799.43	\$1202.00	\$2001.43	
	8.1.2020		\$799.43	\$1202.00	\$2001.43	
	9.1.2020		\$799.43	\$1202.00	\$2001.43	
	10.1.2020		\$799.43	\$1202.00	\$2001.43	
	11.1.2020		\$799.43	\$1202.00	\$2001.43	
	12.1.2020		\$799.43	\$1202.00	\$2001.43	
	1.1.2021		\$799.43	\$1202.00	\$2001.43	
	2.1.2021		\$799.43	\$1202.00	\$2001.43	
	3.1.2021		\$799.43	\$1202.00	\$2001.43	
	4.1.2021		\$799.43	\$1202.00	\$2001.43	
Year 9	5.1.2021	3% increase	\$823.41	\$1238.06	\$2061.47	
	6.1.2021		\$823.41	\$1238.06	\$2061.47	
	7.1.2021		\$823.41	\$1238.06	\$2061.47	
	8.1.2021		\$823.41	\$1238.06	\$2061.47	
	9.1.2021		\$823.41	\$1238.06	\$2061.47	
	10.1.2021		\$823.41	\$1238.06	\$2061.47	
	11.1.2021		\$823.41	\$1238.06	\$2061.47	
	12.1.2021		\$823.41	\$1238.06	\$2061.47	
	1.1.2022		\$823.41	\$1238.06	\$2061.47	
	2.1.2022		\$823.41	\$1238.06	\$2061.47	
	3.1.2022		\$823.41	\$1238.06	\$2061.47	
	4.1.2022		\$823.41	\$1238.06	\$2061.47	



Year 10	5.1.2022	3% increase	\$848.11	\$1275.20	\$2123.31	
	6.1.2022		\$848.11	\$1275.20	\$2123.31	
	7.1.2022		\$848.11	\$1275.20	\$2123.31	
	8.1.2022		\$848.11	\$1275.20	\$2123.31	
	9.1.2022		\$848.11	\$1275.20	\$2123.31	
	10.1.2022		\$848.11	\$1275.20	\$2123.31	
	11.1.2022		\$848.11	\$1275.20	\$2123.31	
	12.1.2022		\$848.11	\$1275.20	\$2123.31	
	1.1.2023		\$848.11	\$1275.20	\$2123.31	
	2.1.2023		\$848.11	\$1275.20	\$2123.31	
	3.1.2023		\$848.11	\$1275.20	\$2123.31	
	4.1.2023		\$848.11	\$1275.20	\$2123.31	
Year 11	5.1.2023	Renewal year 3% increase	\$873.55	\$1313.46	\$2187.01	
	6.1.2023		\$873.55	\$1313.46	\$2187.01	
	7.1.2023		\$873.55	\$1313.46	\$2187.01	
	8.1.2023		\$873.55	\$1313.46	\$2187.01	
	9.1.2023		\$873.55	\$1313.46	\$2187.01	
	10.1.2023		\$873.55	\$1313.46	\$2187.01	
	11.1.2023		\$873.55	\$1313.46	\$2187.01	
	12.1.2023		\$873.55	\$1313.46	\$2187.01	
	1.1.2024		\$873.55	\$1313.46	\$2187.01	
	2.1.2024		\$873.55	\$1313.46	\$2187.01	
	3.1.2024		\$873.55	\$1313.46	\$2187.01	
	4.1.2024		\$873.55	\$1313.46	\$2187.01	
Year 12	5.1.2024	3% increase	\$899.76	\$1352.86	\$2252.62	
	6.1.2024		\$899.76	\$1352.86	\$2252.62	
	7.1.2024		\$899.76	\$1352.86	\$2252.62	
	8.1.2024		\$899.76	\$1352.86	\$2252.62	
	9.1.2024		\$899.76	\$1352.86	\$2252.62	
	10.1.2024		\$899.76	\$1352.86	\$2252.62	
	11.1.2024		\$899.76	\$1352.86	\$2252.62	
	12.1.2024		\$899.76	\$1352.86	\$2252.62	
	1.1.2025		\$899.76	\$1352.86	\$2252.62	
	2.1.2025		\$899.76	\$1352.86	\$2252.62	
	3.1.2025		\$899.76	\$1352.86	\$2252.62	
	4.1.2025		\$899.76	\$1352.86	\$2252.62	
Year 13	5.1.2025	3% increase	\$926.75	\$1393.45	\$2320.20	



	6.1.2025		\$926.75	\$1393.45	\$2320.20	
	7.1.2025		\$926.75	\$1393.45	\$2320.20	
	8.1.2025		\$926.75	\$1393.45	\$2320.20	
	9.1.2025		\$926.75	\$1393.45	\$2320.20	
	10.1.2025		\$926.75	\$1393.45	\$2320.20	
	11.1.2025		\$926.75	\$1393.45	\$2320.20	
	12.1.2025		\$926.75	\$1393.45	\$2320.20	
	1.1.2026		\$926.75	\$1393.45	\$2320.20	
	2.1.2026		\$926.75	\$1393.45	\$2320.20	
	3.1.2026		\$926.75	\$1393.45	\$2320.20	
	4.1.2026		\$926.75	\$1393.45	\$2320.20	
Year 14	5.1.2026	3% increase	\$954.55	\$1435.25	\$2389.80	
	6.1.2026		\$954.55	\$1435.25	\$2389.80	
	7.1.2026		\$954.55	\$1435.25	\$2389.80	
	8.1.2026		\$954.55	\$1435.25	\$2389.80	
	9.1.2026		\$954.55	\$1435.25	\$2389.80	
	10.1.2026		\$954.55	\$1435.25	\$2389.80	
	11.1.2026		\$954.55	\$1435.25	\$2389.80	
	12.1.2026		\$954.55	\$1435.25	\$2389.80	
	1.1.2027		\$954.55	\$1435.25	\$2389.80	
	2.1.2027		\$954.55	\$1435.25	\$2389.80	
	3.1.2027		\$954.55	\$1435.25	\$2389.80	
	4.1.2027		\$954.55	\$1435.25	\$2389.80	
Year 15	5.1.2027	3% increase	\$983.19	\$1503.80	\$2486.99	
	6.1.2027		\$983.19	\$1503.80	\$2486.99	
	7.1.2027		\$983.19	\$1503.80	\$2486.99	
	8.1.2027		\$983.19	\$1503.80	\$2486.99	
	9.1.2027		\$983.19	\$1503.80	\$2486.99	
	10.1.2027		\$983.19	\$1503.80	\$2486.99	
	11.1.2027		\$983.19	\$1503.80	\$2486.99	
	12.1.2027		\$983.19	\$1503.80	\$2486.99	
	1.1.2028		\$983.19	\$1503.80	\$2486.99	
	2.1.2028		\$983.19	\$1503.80	\$2486.99	
	3.1.2028		\$983.19	\$1503.80	\$2486.99	
	4.1.2028		\$983.19	\$1503.80	\$2486.99	



Action:

**MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 18-015**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY
ESTABLISHING THE SCOPE OF WORK AND BUDGET FOR THE CERTIFIED LOCAL
GOVERNMENT TRAINING AND TRAVEL GRANT: NAPC FORUM 2018.

WHEREAS, The State of Alaska, Department of Natural
Resources, Division of Parks and Outdoor Recreations, Office of
History and Archaeology has awarded a Certified Local Government
Training and Travel Grant in the amount of \$4,078 to the
Matanuska-Susitna Borough; and

WHEREAS, this grant is intended to cover a portion of the
training and travel expenses for a staff member to attend the
National Alliance of Preservation Commissions: Forum 2018, in July
2018; and

WHEREAS, The State of Alaska requires a 40 percent cash match,
equaling \$2,719, for this grant program; and

WHEREAS, the Department of Planning and Land Use had budgeted
for this training in our Fiscal Year 2018 operating budget; and

WHEREAS, it is our intention to use \$2,719 of these funds to
meet the required match for this grant.

SCOPE OF WORK

To send a staff member to the National Alliance of
Preservation Commissions: Forum 2018, in July 2018.

BUDGET

State of Alaska Department Natural Resources

Division of Parks and Outdoor Recreation

Office of History and Archaeology

NAPC Forum 2018 Grant \$4,078

Fiscal Year 2018 Planning Division

Operating Budget \$2,719

Total project cost \$6,796

BE IT FURTHER RESOLVED that the Matanuska-Susitna Borough assembly does hereby authorize the manager to enter into the necessary grant agreement with the State of Alaska, Department of Natural Resources, Division of Parks and Outdoor Recreation, Office of History and Archaeology for the Matanuska-Susitna Borough's participation in the Certified Local Government Training and Travel Grant: NAPC Forum 2018 program.

ADOPTED by the Matanuska-Susitna Borough Assembly this - day of -, 2018.

VERN HALTER, Borough Mayor

ATTEST:

LONNIE R. McKECHNIE, CMC, Borough Clerk

(SEAL)