City of Kodiak Regular Council Meeting Agenda for December 10, 2015
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)

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

II. Previous Minutes
Approval of Minutes of the November 12, 2015, Regular Council Meeting 1

III. Persons to Be Heard
a. Public Comments (limited to 3 minutes) (486-3231)

IV. Unfinished Business
None

V. New Business
a. First Reading, Ordinance No.1340, Authorizing a Lease to Kodiak Maritime Museum for Thelma C Exhibit 10
b. Resolution No. 2015–35, Supporting Full Funding for the State of Alaska Harbor Facilities Grant Program in the FY2017 State Capital Budget.....26
c. Resolution No. 2015–36, Appropriating Funds From the Sewer Fund to Purchase a Compost Screener From Screen USA Inc. for the Biosolid Management Project, Project No. 08-06/7517.....32
d. Authorization of Contract Extension With Gillespie and Associates for State Lobbying Services.....38
e. Authorization of Change Order No. 1 for the Biosolid Management Project, Project No. 08-06/7517 46
f. Authorization of Amended and Restated Composting Agreement With Quayanna Development Corporation.....50
g. Authorization to Purchase Wood Chips for the Biosolid Management Project, Project No. 08-06/7517 52
h. Advisory Board Appointments 56
i. Election of Deputy Mayor 80

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. Executive Session
a. Discussion With the City Attorney About Public Records Litigation.....82

XI. Adjournment

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MINUTES OF THE REGULAR COUNCIL MEETING OF THE CITY OF KODIAK HELD THURSDAY, NOVEMBER 12, 2015 IN THE BOROUGH ASSEMBLY CHAMBERS

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

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Laura B. Arboleda, Charles E. Davidson, Gabriel T. Saravia, and John B. Whiddon were present and constituted a quorum. Councilmembers Randall C. Bishop and Richard H. Walker were absent. City Manager Aimée Kniaziowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Salvation Army Sergeant Major Dave Blacketer gave the invocation, and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the October 22, 2015, regular meeting as presented.

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

III. PERSONS TO BE HEARD

a. Public Comments

Lawrence Anderson congratulated the Mayor and Council for taking care of the citizens. He congratulated the Mayor and Council on their election. Mr. Anderson gave an overview of the Adult Day Program and KATS and stated that the Senior Citizens Inc. is the only accredited center in Alaska. He thanked the Council for their funding contributions.

Terry Storch commented on the loitering ordinance and referenced the homeless population. She said the City needs a day shelter.

Jim Mullican Jr., Fire Chief, thanked the Mayor and Council for their support for a new ambulance. He said the Fire department is celebrating their 75th Anniversary and provided details of the festivities at the fire station on October 18. He gave an overview of fire department services.

IV. UNFINISHED BUSINESS

a. Discussion of the Endorsement of the Fisheries Work Group Recommendation to Award a Professional Services Contract to Provide an Economic Analysis of the Fishing Industry

The Kodiak Fisheries Work Group (FWG) met on September 21, 2015, and recommended a professional services contract with the McDowell Group Inc. and the Kodiak Island Borough. The contract is based upon the Economic Analysis Consulting Services RFP. The McDowell Group proposal will allow the FWG to get baseline economic data and, eventually, a predictive model that will provide a better understanding of the impact on Kodiak's economy with the proposed state and federal fisheries management actions, specifically the GOA trawl bycatch management. The revised proposal of the McDowell Group has a project cost of $43,940, which is higher than the estimated total cost of $30,000 that was projected to be split equally between the Borough and City. The Kodiak Island Borough postponed award of the contract recommended by the FWG on November 5, 2015, which includes the revised cost of $43,940.

The vote to endorse the Fisheries Work Group recommendation to award a professional services contract to provide an economic analysis of the fishing industry and authorize the City Manager to expend, if necessary, an amount to exceed the estimated cost of $15,000 was made and postponed at August 26, 2015, special meeting.

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

b. Second Reading and Public Hearing, Ordinance No. 1339, Amending Kodiak City Code 14.20.020, Mobile Home Construction Standards, and Kodiak City Code 14.20.030, Location-Prohibited-Exceptions-Temporary Visitor Permit, to Provide for the Placement of Mobile Homes in the City at Locations Other Than Mobile Home Parks

Mayor Branson read Ordinance No. 1339 by title. The Kodiak Island Borough has planning and zoning authority within the City. Restricting placement of mobile homes within city limits does not fall within the City's authority; therefore, Kodiak City Code 14.20.030 (a) should be amended.

Councilmember Davidson MOVED to adopt Ordinance No. 1339.

Mayor Branson closed the regular meeting and opened the public hearing.

Terry Storch said she supports Ordinance No. 1339. She said she has lived in a mobile home, and it was helpful to have the ability to relocate temporarily.

Darius Kasprzak said he lives in Jackson's trailer court and to help the small boat fleet is to support affordable housing. He said many processors live in Jackson's and he supports Ordinance No. 1339.

There being no further public testimony, the Mayor closed the public hearing and reopened the regular meeting.

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

V. NEW BUSINESS

a. Resolution No. 2015–32, Waiving Utility Fees for Kodiak Women's Resource and Crisis Center's New Building

This resolution would waive the billing and collection of City water and sewer fees for the building at 418 Hillside Drive, a recently acquired property operated by the Kodiak Women's Resource and Crisis Center (KWRCC). The City has waived collection of the utilities at their original location at 422 Hillside for many years, as it has for other nonprofits.

Councilmember Davidson MOVED to adopt Resolution No. 2015–32.

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

b. Resolution No. 2015–33, Accepting a 2015 State Homeland Security Program Grant

The City has been awarded a State Homeland Security Program grant to provide funding for approved equipment purchase and to participate in the Alaska Shield 2016 statewide emergency response exercise. Alaska Shield 2016 is an exercise being conducted statewide and is required every three years by the Homeland Security Exercise and Evaluation Plan. This grant will repay costs associated with the purchase of approved equipment, cover the cost of expenses for City staff to attend key Alaska Shield 2016 planning meetings in Anchorage, and cover staffing and overtime costs associated with participation in Alaska Shield 2016 exercise.

Councilmember Whiddon MOVED to adopt Resolution No. 2015–33.

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

c. Resolution No. 2015–34 Documenting the Joint Building Code Review Committee's Composition and Appointing Process

Resolution No. 2015–34 documents the Joint Building Code Review Committee's composition and appointment process. There has been no consistent appointment method in the history of the Committee. Typically, City appointees have been members of the City's Building Code Board of Appeals (BCBA) who are builders willing to serve on the committee when codes require review. Other membership includes the KIB Architectural/Engineering Review Board Building Code Board of Appeals (ARB). In May 2015 the Council confirmed the Mayoral appointments of John Butler and Ed

Mahoney for the City seats with terms ending 2015 and Randall Bishop as the Council representative of the Joint Building Code Review Committee.

Councilmember Whiddon MOVED to adopt Resolution No. 2015–34.

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

d. Authorization of Bid Award for Public Works Vehicle

The FY2016 budget funded the replacement of an existing maintenance pickup in the sewer/collection division of Public Works and Utilities. The electronic power control system failed two years ago on the vehicle scheduled to be replaced. Due to the high cost to replace the electronic system and based on the condition of the pickup, the vehicle was parked and not used. The bid documents for this vehicle replacement were opened on October 21, 2015, with only one bid received.

Councilmember Davidson MOVED to award the bid to purchase a ½ ton four wheel drive pickup truck for the Public Works Sewer Collection Division to Kodiak Motors in the amount of $26,977 with funds coming from the Public Works Sewer Collection, Machinery and Equipment Account.

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

e. Authorization of Bid Award for Snow Storage Yard

In November 2012 the City was contacted by the Alaska Department of Environmental Conservation (ADEC) about the City's practice of dumping snow removed from streets and parking lots directly into the harbor channel. In January 2013, Council approved DOWL HKM to perform a snow disposal site selection study. Based on wetlands delineation, staff recommended Council approve the area behind the Water Treatment Plant, and Council authorized a contract with DOWL for final design and permitting of the snow storage yard. The project was bid on September 30, 2015, and bids were opened on October 30, 2015. Four bids were received, and staff recommends Council award the bid to Brechan Construction, LLC as the lowest responsible bidder in the amount of $206,190.

Councilmember Whiddon MOVED to award the bid for construction of the Snow Storage Yard, Project No. 13-07/5030, to Brechan Construction, LLC in the amount of $206,190 with funds coming from the Streets Improvement Capital Fund No. 5030 and authorize the City Manager to execute the documents on behalf of the City.

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

f. Authorization of Change of Scope to the FY2016 Alutiiq Museum Nonprofit Grant Award

The Alutiiq Museum requested consideration to change the use the funds they were granted under the City Council's FY2016 nonprofit grant program from use for a lecture series to costs associated with updating the museum's website. The request to change focus is unique and required a formal approval process, which can be done by Council motion.

Councilmember Davidson MOVED to authorize the Alutiiq Museum's requested change of scope for the use of the $4,575.20 awarded under the City's FY2016 nonprofit grant program to be changed from a fall community lecture series to support for the museum's website development.

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

g. Authorization of the Third Amendment to the Composting Agreement With Quayanna Development Corporation

The existing bio-solids composting agreement between the City of Kodiak and Quayanna Development Corporation (QDC) began in October 2012. There have been two approved amendments to the original agreement. This amendment would be the third. The reason for this third amendment centers around the opening of the City's new bio-solids composting facility located at 885 Monashka Bay Road and the terms associated with the City-owned facility.

Councilmember Davidson MOVED to enter into executive session at 8:17 p.m.

Mayor Branson reconvened the regular meeting at 9:30 p.m.

h. Authorization to Cancel the November 26 and December 24, 2015, Regular Meetings and Authorize the City Manager to Schedule a Special Meeting if Needed

Regularly scheduled Council meetings for November and December may be cancelled to reflect the holidays and elected official and staff travel schedules.

Councilmember Davidson MOVED to cancel the November 26 and December 24, 2015, regular meetings and authorize the City Manager to schedule a special meeting if needed.

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

VI. STAFF REPORTS

a. City Manager

Manager Kniaziowski said the work session in December will have a thorough capital projects update. She said Pier III is progressing as they continue to work through the

disputes. She said the new compost facility will begin on December 9. She said the new pumphouse is operating, the electronic equipment is running well to monitor the water levels, and the old pumphouse will be demolished. She said the fishing vessel Savannah Ray got refloated and towed to Port Bailey to be dismantled, and cleanup occurred in the Kodiak area. She said the ice rink is up and running. She gave an update indicating that Kodiak remains rural for subsistence purposes. She said several staff members will be attending AML the week of November 16 through November 20. She said the Juneau reception last year was approximately six thousand dollars to split the cost of between the City and the Borough.

b. City Clerk

Clerk Marlar congratulated Councilmember Saravia for obtaining a certification in leadership from National League of Cities. She informed the public of the next scheduled Council work session and regular meeting.

VII. MAYOR'S COMMENTS

Mayor Branson welcomed Councilmember Arboleda and congratulated the Fire department for their 75 Anniversary.

VIII. COUNCIL COMMENTS

Councilmember Saravia welcomed Councilmember Arboleda. He said he looks forward to the 75th Anniversary of the Fire department. He congratulated the Veterans and thanked them for their service.

Councilmember Whiddon congratulated Councilmember Saravia on the leadership certification and welcomed Councilmember Arboleda. He gave a Fisheries update indicating that Alternative 4 and small boat issues were discussed, and he said the economic analysis will be helpful. He thanked the Veterans for their service.

Councilmember Davidson congratulated Councilmember Saravia for his leadership achievement and Councilmember Arboleda on her election. He said he appreciates the work and advocating that Pat Holmes does on subsistence.

Councilmember Arboleda thanked the community for their support. She congratulated Councilmember Saravia and shared she will be attending AML next week.

IX. AUDIENCE COMMENTS

None

X. EXECUTIVE SESSION

a. Clerk's Annual Evaluation

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

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

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

Council entered into Executive Session at 9:50 p.m.

The Mayor reconvened the regular meeting at 10:25 p.m.

XI. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

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

The meeting adjourned at 10:26 p.m.

CITY OF KODIAK

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MAYOR

ATTEST:

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CITY CLERK

Minutes Approved:

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 10, 2015

Agenda Item: **V. a. First Reading, Ordinance No. 1340, Authorizing a Lease to Kodiak Maritime Museum for Thelma C Exhibit**

SUMMARY: The Kodiak Maritime Museum (KMM) developed the idea of restoring and displaying an historic 36' fishing vessel, the Thelma C, in the harbor area downtown. KMM representatives came to several City Council meetings since 2013 with their idea, which Council and harbor users supported. The KMM is now ready to install the exhibit on the harbor spit and is requesting the lease be initiated. Based on past Council and staff support, the lease can be introduced by Ordinance No. 1340 as required in the City Charter.

PREVIOUS COUNCIL ACTION:

- January 22, 2013, KMM presented Thelma C exhibit concept and request to Council
- 2013 and 2014, KMM made additional update to Council on project and funding
- December 8, 2015, KMM made presentation to Council in preparation for introduction of long-term lease Ordinance No. 1340 which Council supported

DISCUSSION: KMM first presented their idea to exhibit a restored 36' wooden boat in the harbor area to the Council in 2013. The vessel was built in 1965 and fished for salmon in the Kodiak area after the 1964 earthquake and tsunami. KMM believes the historic vessel represents an important era in Kodiak's fishing and maritime history that should be shared with the community and its visitors. They worked with various partners to restore the vessel, obtained informal approval from the City to lease a 7,224 sf area on the spit for the display, obtained needed permits, and acquired grant funds. They are now ready to install the platform and mount the boat on the shore near Oscar's Dock and the green Coast Guard Buoy.

Staff worked with the City Attorney to develop the lease and the ordinance as required by the City Charter, Section V-17. At the request of KMM and their granting agency, they needed to acquire long-term site control, so the City prepared the attached lease. The lease is for 20 years with the option to renew for two successive five-year terms. KMM will pay an annual fee of $10 per year for the term of the lease. All costs of operating the premises are the responsibility of KMM, including the cost for any utilities to the site. KMM is also required to have and maintain public liability and property insurance.

While important and of interest to Kodiak, the exhibit also fits well into the City's efforts at downtown revitalization. It will be an attractive and informative display for visitors and others who use and visit the downtown and harbor area.

ALTERNATIVES:

1) Approve Ordinance No. 1340 in the first reading and advance to second reading and public hearing, which is staff's recommendation, because it is consistent with expressed support over several years for this project.
2) Postpone or do not advance or approve Ordinance No. 1340, which is not recommended. This project is a good one and well supported in the community.

FINANCIAL IMPLICATIONS: The City will receive a nominal lease fee from KMM of $10.00 per year for each year of the 20-year lease. There are no other direct or indirect financial implications to approving the ordinance and lease for this small 7,224 sf piece of Harbor property.

LEGAL: The City Attorney assisted staff in the development of the lease, and he drafted the ordinance. The City must issue the 20-year, low cost lease through the ordinance process, because the lease extends beyond five years per the City Charter, Section V-17. KMM is responsible for obtaining all permits and licenses that may be required for construction and operation of this exhibit.

STAFF RECOMMENDATION: Staff recommends Council approve Ordinance No. 1340 in the first reading and advance to second reading and public hearing.

CITY MANAGER'S COMMENTS: The KMM has worked over several years to develop this exhibit idea and now it's about to become reality. They are able, with available grant funding, to build the base and install the vessel for display. Completion of the shelter will occur later, as KMM is able to raise the funds. I recommend Council pass Ordinance No. 1340 in the first reading and advance to second reading at the next regular or special Council meeting.

ATTACHMENTS:

Attachment A: Ordinance No. 1340
Attachment B: Kodiak Maritime Museum Lease

PROPOSED MOTION:

Move to pass Ordinance No. 1340 in the first reading and advance to second reading and public hearing at the next regular or special Council meeting.

Attachment A

CITY OF KODIAK
ORDINANCE NUMBER 1340

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AUTHORIZING A LEASE TO KODIAK MARITIME MUSEUM AND ART CENTER OF A 7,224 SQUARE FOOT PORTION OF ALASKA TIDELANDS SURVEY NO.49 LOCATED IN ST. PAUL HARBOR FOR THE THELMA C DISPLAY

WHEREAS, the City of Kodiak ("City") owns a 7,224 square foot portion of Alaska Tidelands Survey No.49 located in St. Paul Harbor ("Premises"); and

WHEREAS, Kodiak Maritime Museum and Art Center ("Museum") has requested to lease the Premises from the City as a site for the Thelma C fishing boat historic exhibit; and

WHEREAS, the City has determined that the Premises is not required for any public purpose, and that it is in the best interest of the City to authorize a lease of the Premises to the Museum.

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 of the Premises to the Museum in the form now before this meeting ("Lease"), for a term of twenty years, plus two five-year renewal options, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease 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 shall to her seem 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 and City Clerk, and their respective designees, each 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 said document as executed.

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

CITY OF KODIAK

_____
MAYOR

ATTEST:

_____
CITY CLERK

First Reading:
Second Reading:
Effective Date:

Attachment B

LEASE NO. 221314 BY AND BETWEEN
THE CITY OF KODIAK AND
KODIAK MARITIME MUSEUM AND ART CENTER

This LEASE (the "Lease) is entered into as of the 1st day of February 2016, (the "Effective Date") by and between the CITY OF KODIAK, an Alaska municipal corporation ("Lessor"), and KODIAK MARITIME MUSEUM AND ART CENTER, an Alaska nonprofit corporation ("Lessee").

1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions hereinafter specified to be paid, performed, and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located in Kodiak, Alaska, more particularly described on Exhibit A and diagramed on Exhibit B, attached hereto (the "Premises"), pursuant to this Lease.

2. Use and Acceptance of Premises.

2.1 Use. Lessee may use and occupy the Premises solely to install and maintain a historic wooden fishing boat, the Thelma C, and an open air, steel and glass pavilion to shelter the boat. The Premises shall not be used for any other purpose without the prior written consent of Lessor, which Lessor may withhold in its sole discretion. Lessee shall keep the entire Premises in a clean, safe, sanitary, and orderly condition and in good maintenance, repair, and condition at all times. Lessee shall comply with all applicable federal, state, and local statutes, laws, rules, regulations, orders, and ordinances (regardless of their enactment date) affecting, in any manner or portion, the Premises, Lessee's property, and/or Lessee's operations. Lessee shall not use or permit any part of the Premises to be used for any unlawful or unauthorized purpose or perform, permit, or suffer any act or omission upon or about the Premises or improvements which would result in a nuisance or a violation of any applicable laws, ordinances, or regulations. Lessee shall not cause or permit any waste, damage, or injury to the Premises and shall not vacate or abandon the Premises at any time during the Term.

2.2 Acceptance. Lessee has inspected the Premises and Lessee accepts the Premises "AS IS, WITH ALL FAULTS." Lessor makes no warranties, expressed or implied, concerning the title or condition of the Premises, including survey, access, utility availability, or suitability for use, including those uses authorized by this Lease. Lessor shall have no liability or obligation with respect to the condition, maintenance, or use of the Premises or any improvements hereafter placed on the Premises.

3. Term.

3.1 Initial Term. The initial term of this Lease shall be for a period of twenty (20) years, beginning on the Effective Date and expiring at 11:59 pm, January 31, 2036, (the "Initial Term"). On that date the lease will terminate, unless renewed as provided in Section 3.2.

3.2 Renewal Term. Lessee shall have the option to renew this Lease ("Renewal Option") for two (2) successive five (5) year terms (each a "Renewal Term") by giving Lessor written notice of its intent to commence a Renewal Term at least thirty (30)

calendar days, but not more than sixty (60) calendar days, before the date the then current term would otherwise expire, provided that at the time of each renewal notice and the date of commencement of each Renewal Term, Lessee is in compliance with all Lease terms. Failure of Lessee to exercise the option as to any Renewal Term shall terminate the option as to all succeeding Renewal Terms. Unless otherwise required by the context, references herein to "Term" include both the Initial Term and any Renewal Term.

3.3 Termination upon Cessation of Use. Any unexpired Term of this Lease shall terminate upon thirty (30) days notice from Lessor to Lessee if Lessee ceases to use the Premises as the site for the Thelma C fishing boat historic exhibit

4 Rent. Lessee shall pay in advance to Lessor annual rent ("Rent"), of Ten and No/100 Dollars ($10.00) commencing on the Effective Date and due thereafter on each anniversary of the Effective Date during the Term. Rent shall be paid at the address shown in Section 17 below, or such other place as Lessor may designate in writing from time to time. All Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All Rent shall be paid in lawful currency of the United States of America.

5. Additional Rent.

5.1. Triple Net Lease. This is a triple net Lease, and Lessee shall be responsible for all costs of operating the Premises. Any payment called for in this Lease other than Rent shall be deemed Additional Rent and shall be due as set forth in this Lease, or in the absence of a contrary provision, within ten (10) days of invoice. The failure to pay Additional Rent shall entitle Lessor to the same remedies as the failure to pay Rent.

5.2. Property Taxes and Assessments. Beginning on the Effective Date Lessee agrees to promptly pay, as Additional Rent, to the public authorities charged with the collection thereof, as the same become due and payable, all taxes, assessments (general and special), permits, inspection, and license fees and other public charges, whether of a like or different nature, levied upon or assessed against the Premises and any buildings, structures, fixtures, or improvements now or hereafter located thereon, or arising in respect to the occupancy, use, or possession of the Premises, and which are assessed and are, or may become, a lien during the Term; Lessee agrees to exhibit to Lessor, on demand, receipts evidencing payment of all taxes, assessments, and public charges so payable by Lessee.

5.3. Other Taxes. As Additional Rent, Lessee further agrees to pay any sales, use, gross receipts, or business revenues tax that may in the future be imposed by any public authority upon the rents payable to Lessor hereunder. Lessor agrees and understands that the payment of Rent to Lessor shall be net of any such tax that may be imposed upon gross rents or revenues, and those taxes shall be paid by Lessee to Lessor as Additional Rent.

5.4. Utilities. All costs for utilities and other services necessary for the operation of the Premises, improvements thereon, and Lessee's activities thereon, including without limitation water, sewer, garbage, and snow removal, shall be provided by Lessee at Lessee's sole cost and expense. Lessee shall be solely responsible, at Lessee's sole cost and expense, for necessary utility hook-ups and connections, including without limitation those necessary for water and sewer service

to the Premises.

5.5. Payment by Lessor. Lessor shall have the right to pay any taxes, assessments, levies, or other charges upon the Premises, or other charges payable by Lessee under the terms of this Lease, and to pay, cancel, and clear off all tax sales, liens, charges, and claims upon or against the Premises or any building or improvement that may be placed thereon, and redeem the Premises from the same, from time to time without being obligated to inquire as to the validity of the same. Any sum so paid by Lessor shall become Additional Rent due and payable by Lessee on the next day after any such payment by Lessor.

6. Quiet Enjoyment. Lessor hereby represents and warrants to Lessee that Lessee, upon paying the Rent, Additional Rent, and other charges provided for in this Lease as well as observing and keeping all of the Lease covenants and conditions required of Lessee, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term without hindrance or interference by Lessor or by any person or entity claiming a right, title, or interest in or to the Premises through Lessor.

7. Insurance. As of the Effective Date, Lessee shall have obtained and shall maintain throughout the Term public liability insurance coverage as required under this Lease. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska that are acceptable to Lessor. The required lines and limits of insurance shall not be less than (1) $1,000,000 per person, $3,000,000 in the aggregate per accident, and $2,000,000 property damage; or (2) amounts which the Lessor reasonably requires to adequately cover the risks involved. Upon the commencement of the first Renewal Term and each Renewal Term thereafter, upon request of either party, Lessor and Lessee shall agree upon new limits for such insurance coverage, which new limits shall, at a minimum, reflect increases (but not decreases) to the cost of living during the Renewal Term. Lessee shall procure and maintain property insurance on any buildings and improvements on the Premises in a minimum amount equal to the replacement value of such buildings and improvements, and Lessee shall name Lessor and Lessee as insureds on all insurance policies that Lessee is required to maintain under the provisions of this Section 7. Lessee shall furnish copies of certificates evidencing insurance coverage to Lessor automatically, without demand of Lessor, within thirty (30) days of the Effective Date.

8. Indemnification.

8.1 General. Lessee shall save, protect, hold harmless, indemnify, and defend Lessor, and Lessor's officers, directors, employees, agents, and shareholders, of, from, and against any and all liability, damages, demands, penalties, fines, causes of action, losses, costs, or expenses, including attorneys fees, arising from any act, omission, or negligence of Lessee or the officers, contractors, subcontractors, licensees, agents, servants, employees, sublessees, guests, invitees, visitors, customers, or trespassers of Lessee in or about the Premises or improvements located thereon, or arising from any accident, injury, or damages however and by whomever caused, to any person or property, including but not limited to damage to the Premises itself, improvements thereon, or injury to or death of persons, occurring in or about the Premises or improvements located thereon, or in any manner arising out of Lessee's use and occupation of the Premises or improvements thereon, or as a result of the condition of the Premises or improvements thereon.

8.2 Environmental. Lessee shall abide by, and shall cause its employees, agents, customers, any contractors or subcontractors it employs, and any sublessees, and its and all of their invitees and guests, to abide by all applicable rules and regulations related to fire, safety, health, and environmental protection. Lessee shall transport and dispose of any Hazardous Substances in accordance with all applicable laws. Hazardous Substances may not be used or stored on the Premises without Lessor's express written consent. Without limiting the duty to indemnify as provided in Section 8.1 above, Lessee shall save, protect, defend, indemnify, and hold harmless Lessor from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery, or otherwise), lawsuits, settlements, actions, damages, fines, penalties, judgments, costs, and expenses (including without limitation costs of defense, settlement, and reasonable attorneys' fees), charges, forfeitures, liens, liabilities, or loses of any nature and kind whatsoever that arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Substances in the soil, groundwater, or otherwise on, above, or in the Premises, or otherwise generated from the Premises, or operations or activities thereon, or from any alleged or actual violation of an Environmental Law. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work. For purposes of this Lease, the term "Hazardous Substance" means any flammables, explosives, radioactive materials, crude or refined petroleum, pollutants, contaminants, or any hazardous, toxic, or dangerous waste, substance, or material, including asbestos, defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601 *et. seq.*), any so-called "Superfund" or "Superlien" law, or any other Environmental Law, including, but not limited to, Alaska Statutes Title 46, Chapters .03, .08, and .09, as now or at any time hereafter in effect. For purposes of this Lease, the term "Environmental Law" means any federal, state, or local laws, ordinances, codes, regulations, rules, orders, or decrees, relating to or imposing liability or standards of conduct concerning the treatment, storage, use, or disposal of any Hazardous Substances.

8.3 Survival. All of the indemnification, defense, and hold harmless obligations in Sections 8.1 and 8.2 above survive the expiration or early termination of this Lease.

9. Inspection. Lessor and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or action necessary for the safety or preservation of the Premises.

10. Condemnation. If all of the Premises or such portion as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises, and all Rent shall be paid, which is due and owing through that date. In the case of a taking of less than that portion of the Premises required for the reasonable use of the Premises, then this Lease shall continue in full force and effect, and the Rent shall be equitably reduced based upon the proportion of the square footage by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to just compensation and/or damage for any taking of the Premises, and Lessee hereby assigns to Lessor, and Lessee shall make no claim against Lessor, for damages arising out of the condemnation, provided Lessee shall

have the right to claim and recover from the condemning authority, to the extent permitted by law, compensation for any loss to which Lessee may be put for the improvements or for Lessee's moving expenses to the extent such damages may be claimed and awarded separately from the damages and/or compensation awarded to Lessor.

11. Assignment or Subletting. Except as provided below, Lessee shall not sublet, mortgage, pledge, or assign its rights under this Lease without the prior written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion. Any purported sublease, mortgage, pledge, or assignment without Lessor's written consent shall be null and void and of no force or effect. Any permitted assignment or sublease will be subject to the terms and conditions of this Lease.

12. Liens. Lessee shall keep the Premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any lien be recorded, Lessee shall forthwith and within ten (10) days of learning of the recording cause the same to be cancelled and discharged of record at Lessee's sole cost and expense.

13. Surrender of Premises. Upon the expiration or sooner termination of the Term, Lessee shall: quit and surrender the Premises to Lessor clean and in the condition existing on the Effective Date, ordinary wear and tear excepted; remove all of Lessee's property; and, at Lessor's option, remove any alteration, addition, and improvement made by Lessee, repairing all damages to the Premises caused by such removal. Any improvements or installations that are required to be removed but are not shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire and in accordance with the Kodiak City Code, but Lessee shall be responsible for the cost of restoring the Premises as well as all removal and disposal costs.

14. Holding Over. If Lessee fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises shall be deemed to be that of a month-to-month tenancy. Lessee's occupancy of the Premises during the holdover shall be subject to all terms and provisions of this Lease, except Rent shall be 150% of the then-current Rent. No holdover by Lessee or payment by Lessee after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Lessor from immediately recovering possession of the Premises by summary proceedings or otherwise.

15. Subsidence. Lessor shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, or for any injury caused thereby to Lessee's or any other person's property. Lessor is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

16. Default and Remedies.

16.1 Events of Default. The occurrence of any of the following shall constitute a default by Lessee:

(a) If Lessee at any time during the Term shall fail to make payment of any installment of Rent, Additional Rent, or of any other sum herein specified to be paid by Lessee within ten (10) days after such payment is due; or

(b) If Lessee at any time during the Tern shall fail to observe or perform any of Lessee's other material covenants, agreements, or obligations hereunder, and if within thirty (30) days after Lessor has provided Lessee written notice specifying the failure or failures, Lessee has not commenced to correct the same and proceeded diligently to correct the same.

16.2 Remedies. In the event Lessee is in default as defined in Section 16.1 above, Lessor shall have the right at its sole election, then or at any time thereafter, and while such default, defaults, or events shall continue, to avail itself of the following remedies:

(a) Lessor may give Lessee notice of Lessor's intention to terminate this Lease and all Lessee's rights hereunder on a date specified in such notice, which date shall be at least thirty (30) days after the date Lessor provides notice. On the date specified in the notice, the Lease Term and all rights granted Lessee hereunder shall come to an end as fully as if the Lease then expired by its own terms. Upon such termination, Lessor shall also be entitled to sue for and recover all Rent, Additional Rent, and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Lessee, including damages for Rent not then accrued; and

(b) Lessor may, upon written notice to Lessee, without terminating the Lease, immediately terminate Lessee's right to possession of the Premises and retake possession of the same and eject all persons therefrom, and Lessor may then relet or attempt to relet the Premises for the benefit of Lessee for the remainder of the Term or for a longer or shorter period as Lessor may decide is appropriate; notwithstanding the termination of Lessee's right to possession, Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease all Rent, Additional Rent, and other sums required to be paid under this Lease together with the costs of reletting, less the proceeds of any reletting, and Lessee shall continue to perform all other obligations imposed on it under the Lease; and

(c) Lessor may, whether or not it has terminated this Lease or retaken possession of the Premises, sue Lessee for and recover all Rent, Additional Rent, and other sums, including damages, at any time and from time to time accruing hereunder.

17. Notices. Any and all notices and other communications under this Lease, must be in writing and will be deemed to have been duly provided when (a) delivered by hand, (b) sent by facsimile (with written confirmation of receipt), or (c) when deposited in a United States general or branch post office, enclosed in a registered or certified mail prepaid wrapper or envelope addressed as follows:

Lessor: CITY OF KODIAK
710 Mill Bay Road
Kodiak, Alaska 99615
Attention: City Manager
Facsimile: (907) 486-8600

Lessee: KODIAK MARITIME MUSEUM AND ART CENTER
500 Dog Salmon Bay Road
P.O. Box 1876
Kodiak, Alaska 99615
Attention: _____
Facsimile: (907) 486-2514

Any party may change its address or facsimile number by giving notice in accordance with this Section.

18. Miscellaneous.

18.1 Entire Agreement. This Lease contains the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements, promises, representations, or covenants of any party with respect to the matters covered by this Lease. This Lease may not be amended, modified, or terminated except by a written agreement signed by each party.

18.2 Attorneys' Fees, Costs, and Expenses. In the event either party commences legal proceedings to enforce any of the terms of this Lease, the prevailing party in such action shall receive from the other a reasonable sum for attorneys' fees and costs to be fixed by the court in the same action.

18.3 Rights and Remedies. No right or remedy conferred upon or reserved to a party hereunder is intended to be exclusive of any other right or remedy. Every right and remedy shall be cumulative and in addition to any other right or remedy provided hereunder, or now or hereafter existing at law or in equity or by statute.

18.4 No Waiver. The failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy consequent upon a breach hereof, and the acceptance of Rent during the continuance of any such breach, shall not constitute a waiver by Lessor of any breach or of any term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Lessor or Lessee with respect to any other then-existing or subsequent breach.

18.5 Successors in Interest. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted sublessees and assigns.

18.6 Late Payment. In the event that any Rent, Additional Rent, or other amount due under this Lease is not received by Lessor when due, a late fee of one and one-half percent (1.5%) per month of the principal amount due shall be due and payable until the full amount of

Rent, Additional Rent, or other payment is received by Lessor.

18.7 Applicable Law. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Alaska.

18.8 Authority. Lessee covenants and acknowledges that it has the full, complete, and absolute authority to enter into this Lease; this Lease has been duly authorized by its governing body; this Lease is a binding and enforceable agreement of and against Lessee; and the person executing the Lease on Lessee's behalf is duly and property authorized to do so.

18.9 No Partnership, Joint Venture, Etc. Nothing in this Lease shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

18.10 No Third Party Beneficiaries. This Lease does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Lease.

18.11 Severability. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18.12 No Brokers. Each party represents that it has not dealt with a broker in connection with this Lease. Each party agrees to indemnify, defend, and hold harmless the other party from claims of any person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such person in connection with this Lease.

18.13 No Recording. The parties agree that this Lease shall not be recorded as a title document with any governmental authority.

18.14 Counterparts. This Lease may be executed in one or more counterparts, and delivered by facsimile or other electronic transmission, each of which when so executed shall be deemed to be an original and all of which taken together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the Effective Date.

LESSEE:

KODIAK MARITIME MUSEUM AND ART CENTER

_____

By: _____

Its: _____

LESSOR:

CITY OF KODIAK

_____

By: Aimée Kniaziowski, City Manager

EXHIBIT A

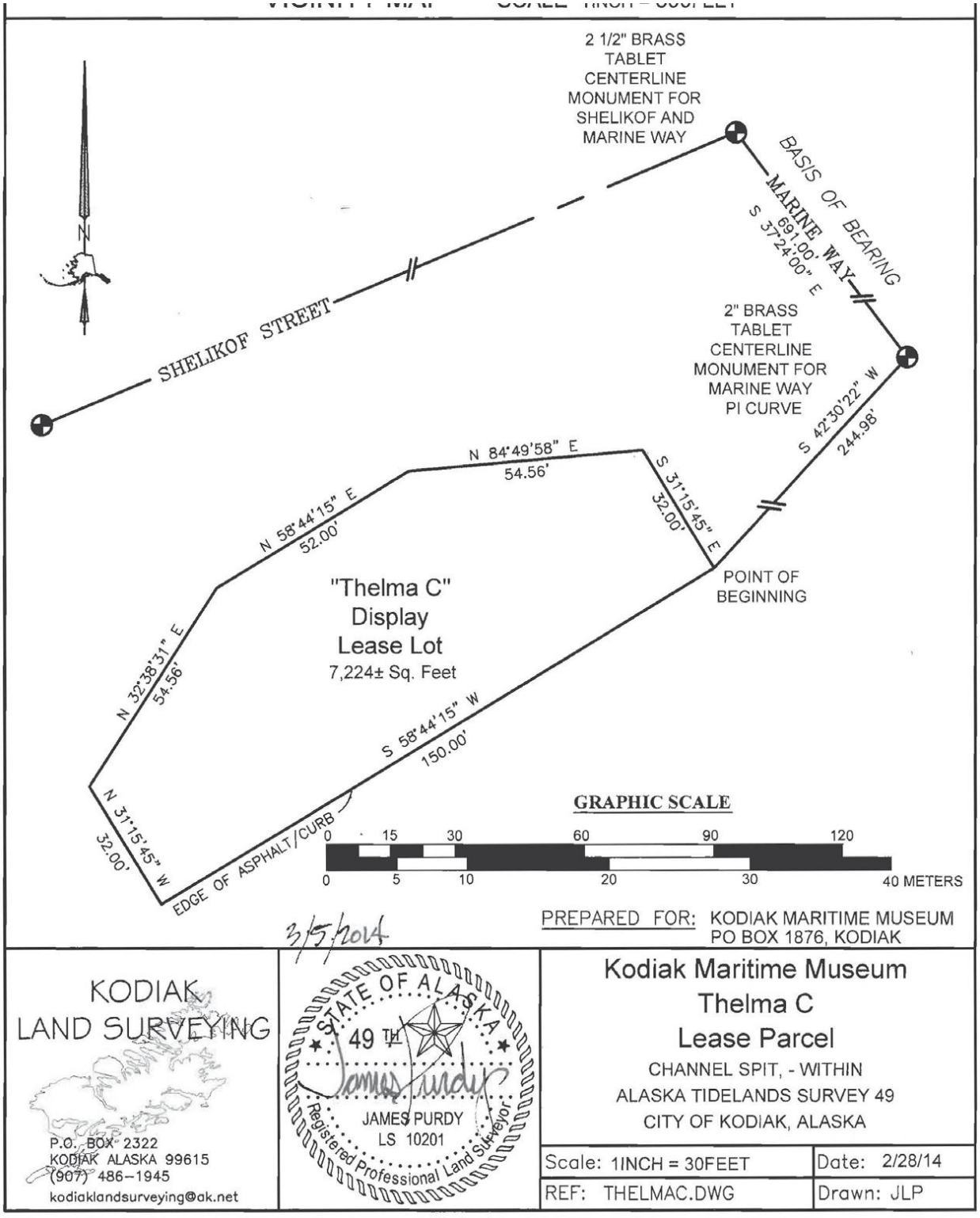
DESCRIPTION OF PREMISES

A Lease Lot of land for Kodiak Maritime Museum's "Thelma C" Display, Kodiak Spit, Kodiak Channel, City of Kodiak, Kodiak Island, consisting of a 7,224 square foot portion of Alaska Tidelands Survey No.49, according to Plat No. 62-23, in the Kodiak Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Beginning at a brass monument for the centerline intersection of Shelikof Street and Marine Way,
Thence S 37°24'00" E, 691.00 feet along centerline of Marine Way to a brass monument at the PI of centerline curve,
Thence S 42°30'22" W, 244.98 feet to the true point of beginning,
Thence from said point of beginning, S58° 44' 15" W, 150.00 feet, along the edge of asphalt, edge of curb,
Thence N 31°15'45" W, 32.00 feet,
Thence N 32°38'31" E, 54.56 feet,
Thence N 58°44'15" E, 52.00 feet,
Thence N 84°49'58" E, 54.56 feet,
Thence S 31°15'45" E, 32.00 feet, to the point of beginning,
As depicted as the "Thelma C" Display Lease Lot in Exhibit B.

EXHIBIT B

SURVEY OF LEASE AREA



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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Thru: Lon White, Harbormaster

Date: December 10, 2015

Agenda Item: **V. b. Resolution No. 2015–35, Supporting Full Funding for the State of Alaska Harbor Facilities Grant Program in the FY2017 State Capital Budget**

SUMMARY: City of Kodiak Resolution No. 2015–35 supports continued funding for the State of Alaska Harbor Facilities Grant Program in the upcoming fiscal year. The Harbor Facilities Grant program is a matching grant program through which the state and municipality share equally in the cost of replacing aging harbor infrastructure formerly owned by the State of Alaska. The Alaska Association of Harbormasters and Port Administrators (AAHPA) adopted a similar resolution (Attachment B) and encourage other communities to do the same. Staff requests Council to adopt Resolution No. 2015–35.

PREVIOUS COUNCIL ACTION: Council approved Resolution No. 2015–06 on February 12, 2015, supporting funding for the FY2016 State of Alaska, Harbor Facilities Grant Program. Council agreed at the November 10 work session to include a statement of support for the Harbor Facilities Grant program in the FY2017 CIP resolution.

BACKGROUND: The majority of public harbors in Alaska were constructed by the state in the 1960s through 1970s and managed by the local municipalities. Over the last thirty years the state divested itself and transferred ownership of most harbors to the local municipalities. At the time of transfer the facilities were near the end of their useful lives and in need of major repair or replacement. Consequently, the municipalities were left with major financial burdens they could not afford. With encouragement from the AAHPA and local municipalities, the state adopted a 50/50 Harbor Facilities Grant Program that eased the financial burden on municipalities as they replaced aging harbor facilities previously owned by the state.

DISCUSSION: Kodiak has previously taken advantage of the grant program to replace St Herman Harbor M & P floats. This year the city applied for state matching grant funds for the Channel Transient Float (CTF) Replacement Project and was ranked number one out of twelve applicants. The next step is to encourage the state to fund the grant program for FY2017. The total grant funding applied for by the City of Kodiak is 1,365,792. The city has $1.5 million in matching funds dedicated for the project. Receiving state matching funds is critical for this project to get completed. Last year the state partially funded the grant program, even with the difficult budget challenges.

ALTERNATIVES:

1.) Adopt City Resolution No. 2015–35 supporting continued funding of the State Harbor Facilities Grant Program. This is staff's recommendation and consistent with resolutions passed by the City Council, several Alaska municipalities, and the AAHPA.

2.) Council could amend or not support the resolution, which is not recommended.

FINANCIAL IMPLICATIONS: The CTF replacement cost is estimated at $2.7 million. If no state matching grant program is in place, the City of Kodiak would need to fund the whole replacement cost.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends City Council adopt Resolution No. 2015–35.

CITY MANAGER'S COMMENTS: I support this resolution and encourage Council to adopt it. I know this will be a difficult financial year for the state with the precipitous drop in oil revenues upon which we all depend. However, I believe it's important to send a message of support to the legislature to continue this program and others like it, so the full cost of replacement of such facilities does not fall to the local governments alone. Replacement of any of the complex harbor facilities Kodiak has is far beyond what we can generate in revenue alone. I also support this resolution because a statement of support is included in the City's draft FY2017 state CIP resolution, which will come forward in January.

ATTACHMENTS:

Attachment A: City of Kodiak Resolution No. 2015–35

Attachment B: Alaska Association of Harbormasters and Port Administrators Resolution 2015–01

PROPOSED MOTION:

Move to adopt Resolution No. 2015–35.

Attachment A

CITY OF KODIAK
RESOLUTION NUMBER 2015–35

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK SUPPORTING FULL FUNDING FOR THE STATE OF ALASKA HARBOR FACILITY GRANT PROGRAM IN THE FY2017 STATE CAPITAL BUDGET

WHEREAS, the City of Kodiak supports the Alaska Association of Harbormasters and Port Administrators and recognizes the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

WHEREAS, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

WHEREAS, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities; and

WHEREAS, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

WHEREAS, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

WHEREAS, consequently, when local municipalities formulated their annual harbor facility budgets, they inherited a major financial burden that the local municipal governments could not afford; and

WHEREAS, in response to this financial burden, the Governor and the Alaska Legislature passed legislation, supported by the Alaska Association of Harbormasters and Port Administrators to create the Harbor Facility Grant program, AS 29.60.800; and

WHEREAS, the Alaska Association of Harbormasters and Port Administrators, is pleased with the Department of Transportation and Public Facilities administrative process to review, score, and rank applicants to the Harbor Facility Grant Program, since state funds may be limited; and

WHEREAS, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction costs; and

WHEREAS, the municipalities of the City of Aleknagik, the municipality of Anchorage, the City and Borough of Juneau, the City of Kodiak, the City and Borough of Sitka, the Municipality of Skagway, the City of Valdez, the City and Borough of Wrangell, and the City of Whittier have offered to contribute $20,648,514 in local matching funds for FY2017 toward the

nine harbor projects of significant importance locally as required in the Harbor Facilities Grant Program; and

WHEREAS, completion of these harbor facility projects is dependent on the 50% match from the State of Alaska's Harbor Facility Grant Program; and

WHEREAS, during the last ten years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

WHEREAS, during the last ten years the backlog of projects necessary to repair and replace these former State owned harbors has increased to over $100,000,000.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Kodiak, Alaska, supports the Membership of the Alaska Association of Harbormasters and Port Administrators and urges full funding in the amount of $20,648,514 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY2017 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

CITY OF KODIAK

_____
MAYOR

ATTEST:

_____
CITY CLERK

Adopted:

Attahment B

Alaska Association of Harbormasters and Port Administrators

RESOLUTION NO. 2015-01

A RESOLUTION OF THE ALASKA ASSOCIATION OF HARBORMASTERS AND PORT ADMINISTRATORS IN SUPPORT OF FULL FUNDING FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2017 STATE CAPITAL BUDGET.

Whereas, the Alaska Association of Harbormasters and Port Administrators recognizes the majority of the public boat harbors in Alaska where constructed by the State during the 1960s and 1970s; and

Whereas, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

Whereas, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities; and

Whereas, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

Whereas, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

Whereas, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

Whereas, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program, AS 29.60.800; and

Whereas, the Alaska Association of Harbormasters and Port Administrators, is pleased with the Department of Transportation and Public Facilities administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

Whereas, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

Whereas, the municipalities of the City of Aleknagik, the Municipality of Anchorage, the City and Borough of Juneau, the City of Kodiak, the City and Borough of Sitka, the Municipality of Skagway, the City of Valdez, the City and Borough of Wrangell, and the City of Whittier have offered to contribute $20,648,514 in local match funding for FY2017 towards nine harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

Whereas, completion of these harbor facility projects is all dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

Whereas, during the last ten years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

Whereas, during the last ten years the backlog of projects necessary to repair and replace these former State owned harbors has increased to over $100,000,000.

Now therefore be it resolved that the Membership of the Alaska Association of Harbormasters and Port Administrators urges full funding in the amount of $20,648,514 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2017 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Passed and approved by a duly constituted quorum of the Alaska Association of Harbormasters and Port Administrators on this 14th day of October, 2015.

Carl Uchytil, President

ATTEST:

Kim Elliot

Kim Elliot, Executive Secretary

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Thru: Mark Kozak, Public Works Director & Glenn Melvin PE, City Engineer

Date: December 10, 2015

Agenda Item: **V. c. Resolution No. 2015–36, Appropriating Funds From the Sewer Fund to Purchase a Compost Screener From Screen USA Inc. for the Biosolid Management Project, Project No. 08-06/7517**

SUMMARY: The City Council authorized the construction of the composting facility in April of this year. The project was operational last week and is receiving biosolids from the wastewater treatment plant for processing into Class A EQ compost. The City recognized that the facility would require a screener to complete the composting process. Staff decided not to include this equipment purchase as part of the project bid, but to purchase it separately. Staff recommends Council authorize the purchase of a slightly used Screen USA TROM6090 screener for $97,000 with funds coming from the fund balance of the Sewer Fund. To appropriate the funds and authorize the purchase, Council must adopt Resolution No. 2015–36.

PREVIOUS COUNCIL ACTION:

- Between January 2008 and September 2013, Council authorized 12 different actions, including a composting agreement with Quayanna Corp.
- October 2013, Council approved a Compost Facility Design Contract with CH2MHILL.
- April 9, 2015, regular meeting, Council Authorized the construction of the Composting Facility to Brechan Construction LLC.
- November 12, 2015 regular meeting, Council and Staff held an executive session to discuss the Quayanna Development Corp. composting agreement and amendment to that agreement.

DISCUSSION: As mentioned in the summary section, the compost facility is up and running with training and review of the facility by the Department of Environmental Conservation (DEC) to be completed this week. Now that the facility is operational, staff must prepare for screening, so the equipment is on hand when needed. The screening of compost is a critical component of the composting operation. It is done to recover and reuse approximately half to two thirds of the wood amendment used in each weekly batch. During the preparation of the project bidding, staff did not include the screen purchase as part of the construction package, because the screen would not be needed until four to six weeks after the start of the facility or later.

During the summer, the City's contractor Quayanna Development Corporation (QDC) indicated to staff that they wanted to purchase the screener so they could use it on their other projects. In the late fall,

QDC informed the City they would not purchase the screener. When staff knew the contractor changed plans so late in the process, staff asked Todd Williams, composting project engineer from CH2M, to prepare bid specification for a screening system based on the Screen USA TROM6090 screener. Staff was able to locate a used screener through Screen USA. They have a 2015 demo TROM6090 with less than 25 hours on it available for $97,000, plus shipping and will provide the standard warranty associated with the machine as if it were new. The purchase price for this screener new is $114,000.

City Code Section 3.12.100 allows the City to purchase used equipment, which would allow staff to meet the extremely shortened time frame we are now faced with. If the City put out a bid for this piece of equipment, the time and expense would greatly exceed the operational need at the facility. Since staff located this almost new demo dealer model, the best option is to purchase it under the provision in KCC 3.12.100. The City will save considerable time and cost and improve delivery time by using this section of the Code, instead of bidding for new equipment.

The transportation costs will be made and paid for separately by the City and are not included in the resolution authorizing the purchase. Screen USA has indicated the screener would be ready to ship just after the first of the year. Shipping from Screen USA in Smyrna, GA to Seattle, WA is estimated at $5,500 through Bennet Freight. The City would be responsible for coordinating with Bennet Freight for the shipping. Staff received two quotes for shipping to Kodiak from Seattle. The lowest quote was provided by Span Alaska in the amount of $5,861.05. Both shipping quotes may vary due to price increases after the first of the year.

ALTERNATIVES:

1.) Adopt Resolution No. 2015–36, which is staff's recommendation, because the funds from the Sewer fund will be used to purchase the screener that meets all operational specs and will arrive onsite in time.

2.) Do not authorize the resolution, which is not recommended, because it would require the City to prepare a bid for the equipment. This would result in operational problems, additional expenses, and delays.

FINANCIAL IMPLICATIONS: The screener was not identified or budgeted for in the FY2016 Sewer Fund's budget, because staff expected the contractor to supply the screener. City Code and the Charter allow a transfer of funds for an unexpected expense by resolution or ordinance. Resolution No. 2015–36 will authorize the use of funds from the fund balance of the Sewer Fund to purchase the TROM6090 screener.

City Code section 3.12.100 allows the purchase of used equipment. The project ACWF loan requires that any change to the project exceeding $50,000 must be bid on the open market. Since the City does not have time to bid, approve the purchase, and have the machine manufactured and delivered by the end of January, it was determined to use fund balance of the Sewer Fund to purchase a used screener in

order to expedite delivery to Kodiak. The demo screener was secured with a $15,000 holding deposit to Screen USA.

LEGAL: Article V of the City Charter provides that an appropriation of funds separate from the budget may be made by resolution. KCC 3.12.100 allows the City to purchase used equipment. Both provisions apply to this authorization to purchase the screener.

STAFF RECOMMENDATION: Staff recommends Council adopt Resolution No. 2015–36 to provide funds for and approve the purchase of the Screen USA TROM6090 in the amount of $97,000 from Screen USA with funds coming from the fund balance of the Sewer Fund.

CITY MANAGER'S COMMENTS: This purchase was unexpected, but our engineering consultants and Mark Kozak did a very good job of locating the right screener for the best possible price. The Code allows us to purchase used equipment and the Code and Charter allow Council to approve an unexpected or unbudgeted purchase by resolution. We are up against a short timeframe, and this is the least expensive and most expeditious way to purchase this equipment and have it in place when needed. I urge Council to approve this resolution, which allows us to move forward.

ATTACHMENTS:

Attachment A: Resolution 2015-36
Attachment B: Screen USA proposal

PROPOSED MOTION:

Move to adopt Resolution No. 2015–36.

Attachment A

CITY OF KODIAK
RESOLUTION NUMBER 2015–36

A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK APPROPRIATING FUNDS FROM THE SEWER FUND TO PURCHASE A COMPOST SCREENER FROM SCREEN USA INC. FOR THE BIOSOLID MANAGEMENT PROJECT, PROJECT NO. 08-06/7517

WHEREAS, the City of Kodiak is nearing completion of construction of its Biosolid Management Project; and

WHEREAS, a trommel screen to screen completed compost is needed to complete the construction project; and

WHEREAS, Article V of the City of Kodiak Charter provides that an appropriation of funds separate from the budget document may be made by resolution.

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

Section 1. The Fiscal Year 2016 Operating Budget is amended by appropriating $97,000 from the Sewer Fund Fund Balance to purchase a trommel screen needed for the City's Bio-Solid Composting Facility:

Appropriation:

Account Description	Amount
Sewer Fund–Appropriation of Fund Balance	$97,000

Section 2. The City Manager is authorized to purchase a TROM6090 portable trommel screen from Screen USA Inc. in an amount not to exceed $97,000.

Section 3. This resolution shall become effective upon adoption.

CITY OF KODIAK

_____
MAYOR

ATTEST:

_____
CITY CLERK

Adopted:

Attachment B

1772 CORN RD, SMYRNA, GA 30080 • SCREENUSA.NET
P: 770-433-2440 • F: 770-433-2669 • SALES@SCREENUSA.NET

City of Kozak

2410 Mill Bay Road

Kodiak, AK 99615

Attention: Mr. Mark Kozak

Mark,

Per our conversation, SCREEN USA INC. is happy to quote the following portable trommel screen:

One “Demo” Screen USA TROM6090 Serial# 7221215 equipped with 5 yard hopper, variable speed 36” wide drag chain feeder, pulverizer, trommel screen, and built-on slinger conveyor

Price: $97.000.00 + freight

Deposit received: $15,000 11/20/15

Balance due: $82,000

Bennett Motor Freight has quoted you the freight rate and he said he was able to email it to you an hour ago.

Thank you for your business.

Regards,

Rick Cohen, president

Screen USA Inc.

770-433-2440

Rick@screenusa.net

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 10, 2015

Agenda Item: **V. d. Authorization of Contract Extension With Gillespie and Associates for State Lobbying Services**

SUMMARY: The City Council selected Ray Gillespie of Gillespie & Associates to be the City's state lobbyist in 2011. The contract will expire on December 31, 2015. Ray Gillespie has requested to be retained by the City. In recognition of Mr. Gillespie's efforts of the past four years, the Manager recommends Council exercise the two-year extension option from January 1, 2016, through December 31, 2017, in the amount of $48,735 annually.

PREVIOUS COUNCIL ACTION:

- December 2011, Council authorized a contract with Gillespie & Associates for one year with the option to renew for two years.
- December 2013, Council authorized a two-year contract extension with Gillespie & Associates
- December 2014, Council authorized a one-year contract with Gillespie and Associates with a two-year contract extension option

DISCUSSION: Council hired Gillespie & Associates at the end of 2011 following the issuance of an RFP for state lobbying services in the spring of 2011. Council opted to extend the contract under the same terms for two years in December of 2013. In 2014 Council authorized the current contract for one year with a two-year extension option in the annual amount of $48,735. The current contract expires on December 31 of this year and must be renewed.

Based on Mr. Gillespie's efforts on behalf of the City, both during and in between legislative sessions, and his diligent work to ensure the City's issues and projects are in the forefront for each of the four years he's represented Kodiak, the Manager recommends Council approve the two-year extension to the existing contract at $48,735 per year. The services to be provided remain the same as outlined in the previous contract and will also cover legitimate expenses as needed.

ALTERNATIVES:

1.) Council may authorize the contract extension, which is staff's recommendation, because it's important for the City to have a professional advocate and spokesperson working at the state level to ensure the City's interests are managed.

2.) Amend or do not authorize the contract extension, which is not recommended, as it would severely limit the City's ability to make its needs known in an effective and timely way without Mr. Gillespie's help.

FINANCIAL IMPLICATIONS: The funds to renew this contract were included in the City's FY2016 budget and will be reflected in the FY2017 budget as well.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: It is critical for the City to have a good lobbyist to protect our interests and further our agenda at the state level. Over the past four years working with Ray, I've found him to be effective at representing Kodiak's interests. He works diligently with the Mayor and myself and is always available to answer questions, research issues, and offer advice. His work played a key role in the level of state funding the City has received since he was hired. He also plays the key role in the City's lobbying efforts when in Juneau during the legislative sessions. Though I work closely with the lobbyist, he works for the Mayor and Council. However, based on my work with him, I recommend that Council authorize this two-year contract extension at $48,735 plus expenses annually, with the other terms remaining the same.

ATTACHMENTS:

Attachment A: Two-year contract extension
Attachment B: Professional Services Agreement with Gillespie & Associates, 2015
Attachment C: Request to extend contract

PROPOSED MOTION:

Move to authorize a two-year contract extension to the professional services contract with Gillespie and Associates for state lobbying services in the annual amount of $48,735 plus expenses effective January 1, 2016, through December 31, 2017, based on the same terms as identified in the 2015 contract with funds coming from the General Fund Legislative Professional Services account and authorize the City Manager to sign the extension.

Attachment A

EXTENSION TO CONTRACT WITH GILLESPIE AND ASSOCIATES FOR PROFESSIONAL LEGISLATIVE LOBBYING SERVICES

CONTRACT EXTENSION: It is the intent of this document to formalize an agreed-upon two year extension to the Contract for Professional Legislative Lobbying Services (the "Contract") between the CITY OF KODIAK (the "City") and GILLESPIE & ASSOCIATES, dated January 1, 2015.

WHEREAS, the Contract provides for the Contractor to provide legislative lobbying services to the City for a term expiring on December 31, 2015; and

WHEREAS, the Contract provides for an option to extend services for two additional years upon agreement from both parties; and

WHEREAS, the City Council of the City desires to extend the term of the Contract for an additional two years from the date hereof, and the Contractor has agreed to such an extension.

NOW, THEREFORE, the parties agree as follows:

Section 4, Term of the Contract is extended as follows:

> **4. Term.** This Contract shall be extended for two years, from January 1, 2016, through December 31, 2017, per Section 1.01, Term and Payment of the Contract, based on mutual consent.

All other terms and provisions of the Contract, as previously amended, shall remain unchanged.

DATED as of the date set forth above.

CITY OF KODIAK

_____

Aimée Kniaziowski, City Manager

GILLESPIE & ASSOCIATES

_____

Ray Gillespie, Principal

Attachment B

Professional Services Agreement No. 218110
Between
The City of Kodiak
and
Ray Gillespie, d.b.a. Gillespie & Associates

THIS CONTRACT is between the City of Kodiak, hereinafter referred to as "City," an incorporated municipality in the State of Alaska, and Ray Gillespie, d.b.a. Gillespie and Associates, hereinafter referred to as "Consultant," a private consulting firm with its principal place of business in Anchorage, Alaska.

1. TERM AND PAYMENT

1.01 This contract shall be effective on January 1, 2015, and continue through December 31, 2015, with an additional two-year extension upon agreement of both parties.

1.02 The City shall pay the Consultant the sum of forty-eight thousand seven hundred thirty-five dollars ($48,735) annually in equal monthly installments of four thousand sixty-one dollars and twenty-five cents ($4,061.25), plus authorized expenses for the services outlined in this agreement. Payment shall be rendered monthly in arrears upon receipt of billing and report. Authorized expenses shall include the APOC registration fee of $250 for 2012 and beyond; travel , food, and lodging associated with City required travel; and copying and duplication services performed by out of office suppliers. These expenses will be invoiced monthly and documented to the City's satisfaction.

2. CONTRACT SERVICES

2.01 The Consultant shall perform those professional services described in Appendix A, Scope of Work, which is attached and incorporated by reference.

2.02 The Consultant will be in Juneau for an appropriate amount of time to effectively represent the City in the Legislative session.

3. TERMINATION

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

4. RELATIONSHIP OF THE PARTIES

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

5. PERMITS, LAWS, AND TAXES

5.01. The Consultant shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to the performance of his duties under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules, and regulations imposed by the governmental authority.

5.02 The Consultant shall pay all taxes pertaining to performance of this agreement. The Consultant expressly agrees to comply with all requirements of AS 24.45.011 through 24.45.181 and any administrative regulations issued by the State of Alaska to implement those provisions of law.

6. INSURANCE

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

7. ASSIGNMENTS

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

City of Kodiak
710 Mill Bay Road
Kodiak, AK 99615

Aimée Kniaziowski, City Manager
for Aimée Kniaziowski

Gillespie & Associates
1231 W. Northern Lights Blvd., #819
Anchorage, AK 99503

Ray Gillespie, Principal

ATTEST:

Debra L. Marlar, City Clerk

EXHIBIT "A"
SCOPE OF WORK

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

In this regard the Consultant shall:

A. Receive guidelines for lobbying efforts from the City Council through the Mayor and City Manager and work within such guidelines to promote, advocate, support, modify, oppose, or delay any appropriate Legislative or Administrative action. Modifications to these guidelines may be made from time to time by the City.

B. Communicate with the Mayor and City Manager for the purpose of acquiring information, statistics, studies, and analyses to use as back-up and support material in support of Consultant's lobbying activities.

The Consultant will be called upon to arrange meetings and/or conferences, provide information and/or research, and provide such other services as required or convenient to enhance communication between the City and all branches of the State Government.

The Consultant shall provide reports and professional advice to the City regarding Consultant's lobbying efforts on behalf of the City. In this regard the Consultant shall:

A. Maintain regular contact with the City through the Mayor and Manager on the status of pending legislation or capital projects and regularly promote the City's interests with appropriate legislators, agencies, and staff throughout the year, but especially during the legislative sessions. .

B. Provide written monthly reports to the City during the session and as requested or needed during the interim, and such reports shall include, but shall not be limited to, contacts and progress made on behalf of the City, changes in the status of capital project funding requests, legislation of interest to the City, and any anticipated problem areas of which the Consultant becomes aware.

C. Travel to Kodiak to meet with the Mayor, Council, and City staff once each year.

D. Work in conjunction with the Kodiak Island Borough's state lobbyist on matters of interest or concern to both governments when directed by the City.

E. Exercise best professional judgment in all matters relating to work for the City and immediately report any position or action taken which involves an area of uncertainty or controversy.

Attachment C

Kniaziowski, Aimee

Subject: FW: contract extension?

From: Ray Gillespie [mailto:ray@raygillespieandassociates.com]
Sent: Monday, November 30, 2015 5:41 AM
To: Kniaziowski, Aimee; Pat Branson
Subject: contract extension?

Aimee and Pat:
My contract expires at the end of the December with an "additional two year extension upon agreement of both parties". (see page 1, I, 1.01)
I'm pleased to agree to the extension per the agreement. Do we need to document the extension?

Regards,
Ray

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.MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Thru: Mark Kozak, Public Works Director & Glenn Melvin PE, City Engineer

Date: December 10, 2015

Agenda Item: **V. e Authorization of Change Order No. 1 for the Biosolid Management Project, Project No. 08-06/7517**

SUMMARY: The City Council authorized the construction of the compost facility to Brechan Construction LLC at the April 9, 2015, regular meeting. The purchase and installation of 500 cubic yards of bio-filter materials (wood amendments) is an essential part of the project. With the delay in getting an amended agreement with Quayanna Development Corporation (QDC) in place, staff was unable to have the purchase and installation approval of the bio-filter material to Council before the startup date of the compost facility on December 9, 2015. KCC 2.08.060 (f) allows the Manager to issue the change order and receive after-the-fact approval from Council, providing it meets the standards set out in the Code, which this does. Staff needed the bio-filter in place before the next Council meeting and requested a change order from Brechan for the purchase and installation of the bio-filter wood chips on November 20, 2015. Staff recommends Council approve Change Order No. 1 to the Biosolid Management Project to Brechan Construction LLC in the amount of $40,302.45.

PREVIOUS COUNCIL ACTION:

- Between January 2008 and September 2013, Council authorized twelve different actions, including a composting agreement with Quayanna Development Corp.
- October 2013, Council approved a Compost Facility Design Contract with CH2MHILL.
- April 9, 2015, Council authorized the construction of the Composting Facility to Brechan Construction at the regular meeting.
- November 12, 2015, Council and staff held an executive session at the regular meeting to discuss the QDC composting agreement and amendment.

DISCUSSION: The construction of the composting project has gone well. Staff made some adjustments to the project to address some needed changes within the scope of the project while staying within the project budget.

The wood amendments needed for the bio-filter were intended to be a separate purchase within the City's composting agreement with QDC. The purchase of the bio-filter wood amendments was to be included in the Council approval of the Quayanna contract amendment scheduled for the November 12 City Council meeting. Staff was unable to bring an amended contract forward for approval and was,

therefore, required to find an alternative way to purchase the bio-filter wood amendments and have them installed prior to the first bio-solid delivery on December 9, 2015.

Staff requested a change order (CO) to the project for Brechan to supply the wood amendments and do the bio-filter installation. Brechan provided the CO proposal, and staff had the Department of Environmental Conservation (DEC) loan coordinator review the proposal to assure project compliance with the loan funds. Once DEC approved the CO, staff directed Brechan to proceed with the purchase and installation of the bio-filter wood amendments. The bio-filter installation was completed on November 23, 2015.

The bio-filter serves as the odor control system for the composting process. Air is drawn through the composting batches and is exhausted through the wood amendment bio-filter to reduce odors. The filter is approximately 50 feet by 50 feet and 6 feet high. The volume of wood amendments is approximately 500 cubic yards.

ALTERNATIVES: Council only has one alternative and that is to make an after-the-fact approval of the change order due to the critical nature of the bio-filter, the inability to reach agreement with QDC in November, and the timing of Council meetings. The approval is consistent with the Code provisions for an instance like this.

FINANCIAL IMPLICATIONS: The purchase of the bio-filter wood amendment is a critical element of the compost project. There is adequate funding in the project, the Sewer Capital Improvement Fund, Biosolids Management, Project No. 08-06/ 7517.

LEGAL: Kodiak City Code 2.08.060 (f) allows the City Manager to execute a change order that does not exceed the project budget without prior authorization from Council if the project would be unduly delayed or impacted. This provision applies since the timing for the purchase and installation of the bio-filter was critical and could not wait for the next regular or special Council meeting.

STAFF RECOMMENDATION: Staff recommends Council approve Change Order No. 1 to Brechan Construction LLC in the amount of $40,302.45 for the bio-filter wood amendment purchase and installation with funds coming from the Sewer Capital Improvement Fund, Biosolids Management Project No. 08-06/ 7517.

CITY MANAGER'S COMMENTS: This is a Code provision that, while rarely used, was appropriate in this instance. Without an agreement with QDC to supply the wood amendments and install the bio-filter, we had to find a reasonable and quick way to have it in place before December 9th. Brechan agreed to do this as a change order, and staff got clearance from our DEC representative who said the purchase was an approved expense. Therefore, I recommend Council approve this change order as outlined.

ATTACHMENTS:

Attachment A: Change Order No. 1.

PROPOSED MOTION

Move to authorize Change Order No. 1 to Brechan Construction LLC in the amount of $40,302.45 for the bio-filter wood amendment purchase and installation for the compost facility with funds coming from the Sewer Capital Improvement Fund, Biosolids Management Project, Project No. 08-06/ 7517.

Attachment A

CITY OF KODIAK
CHANGE ORDER

CHANGE ORDER NO.: 1

DATE: November 20, 2015

NAME OF PROJECT: Kodiak Compost Facility

PROJECT NO.: 08-06/7517

CONTRACTOR: Brechan Construction LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Furnish and place wood chips for Bio Filter

Justification: Attachment A, Brechan's Breakdown of Direct Costs dated 11/17/2015

Original CONTRACT PRICE:	$3,390,350.00
The CONTRACT PRICE from prior CHANGE ORDERS:	$3,390,350.00
The CONTRACT PRICE due to this CHANGE ORDER will increase:	$40,302.45 *
The new CONTRACT PRICE including this CHANGE ORDER:	$3,430,652.45

Requested by City Engineer		12/1/2015
Approved by Department Head		12-1-15
Ordered by City Manager		12/1/15
Accepted by Contractor	X	11-20-2015

**** City Manager Authorized Per City Code, 2.08.060 (f) and 3.12.020***

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 10, 2015

Agenda Item: **V. f. Authorization of Amended and Restated Composting Agreement with Quayanna Development Corporation**

Clerk's Note: The information for this agenda item was unavailable when the packet was published. Updated information will be provided at Tuesday's work session.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Thru: Mike Tvenge, Deputy City Manager

Date: December 10, 2015

Agenda Item: **V. g. Authorization to Purchase Wood Chips for the Biosolid Management Project, Project No. 08-06/7517**

SUMMARY: The new biosolid composting facility opened this week. A critical operational component to making Class A EQ compost includes the need for wood chips, which are mixed with the biosolids to aid in the composting process. The demand for wood chips at the new facility is expected to average approximately 200 cubic yards (cyd) per week. Currently, the City has an agreement with Quayanna Development Corporation (QDC) to provide these chips for processing; however, staff recognizes the assurance of operations by increasing the supply on hand. A sudden disruption in wood chip availability would jeopardize the operation. Staff recommends approving the purchase of additional wood chips not to exceed $25,000 and authorizing the City Manager to make this purchase.

PREVIOUS COUNCIL ACTION: The City approved the following actions with this project.

1) February 2012, an MOU was signed between the City and Quayanna Development Corporation (QDC) to establish the goal of working toward a mutual agreement for the purpose of bio-solid disposal and composting.
2) October 25, 2012, meeting, City Council approved a five-year contract with Quayanna Development Corporation.
3) December 14, 2012, first amendment was signed, moving composting to the Borough Landfill.
4) December 15, 2014, second amendment was signed, increasing the contract price.

DISCUSSION: The City began construction of the new City of Kodiak composting facility on Monashka Bay Road in April 2015. Brechan Construction LLC constructed the facility. The City received the ADEC Permit in March 2015 to operate at the new facility. This week, ADEC will be on site for first delivery of biosolids. Included during this visit will be representatives from CH2M, Brechan Construction LLC, facility equipment suppliers, Quayanna Development Corporation, and City staff for the first batch mixing. Staff will continue training during the next several days.

As previously mentioned, the City has a 2012 composting agreement with QDC. This agreement has a term ending October 2017. Included in this agreement is the provision for QDC to provide the daily wood chip supply. With the new facility opening soon, staff has held negotiations with QDC to amend the 2012 agreement, describing the new facility and the new operating permit. These negotiations have not been completely successful. Therefore, staff is working towards self sufficiency and procurement of a sustainable wood chip supply; this is one step towards that goal. Three local contractors have expressed interest in supplying wood chips and have provided pricing per/cyd, delivered. With this authorization from Council, the City Manager will have the ability to source from a supplier that has the ability to provide wood chips at the specific time needed. The approval and limit of an amount not to exceed $25,000 will allow staff to acquire these chips much more quickly than by bidding. Staff will also continue to work on the development of a set of bid documents for an ongoing supply of wood chips for future operational needs.

Staff has made inquiries into purchasing equipment that would produce the specific wood chips needed at the composting facility. In addition, local contractors have shown interest and provided pricing to supply these chips. There is limited guarantee that chip availability by outsourcing will continue to meet the demands of the compost facility. Therefore, having a minimal supply of chips on hand, which this authorization provides, will reduce the risk of a depleted supply until such a time the City can purchase the necessary equipment to produce its own wood chips and/or secure a viable wood supply through purchase. Regardless of its source, the demand for wood chips needed in the composting process will be continual.

ALTERNATIVES: Council has two options – to authorize the City Manager to purchase wood chips in an amount not to exceed $25,000 while staff continues to work towards a sustainable supply; or to not approve this purchase. Staff strongly recommends Council authorize this purchase, as there is no alternative to having the needed amendments on hand.

FINANCIAL IMPLICATIONS: Funding will be provided from the Sewer Fund biosolid disposal account. This budgeted account contains sufficient funds for this purchase. Staff will be involved in the procurement process.

LEGAL: KCC 3.12.020 limits the acquisition powers of the City Manager to values not to exceed $15,000. With Council approval, 3.12.030 (a), (b), and (c) allow the City Manager to make purchases not to exceed $25,000 on the open market by soliciting price quotes. This provision will be followed.

STAFF RECOMMENDATION: Staff recommends Council authorize the City Manager to purchase wood chips for the composting facility in an amount not to exceed $25,000 with funds coming from the Sewer Fund, biosolid disposal line item.

CITY MANAGER'S COMMENTS: Council understands wood chips are necessary in the composting process and that a percentage of chips are recoverable in the screening process and are reusable. However, a sustainable supply will be required as new chips are integral in the process, and not all chips are recoverable. Staff has dedicated numerous hours towards procurement options and, temporarily, this option is the most reasonable and obtainable. A Request for Proposal (RFP) is scheduled to be advertised soliciting a sustainable supply of wood chips. The RFP response will determine the City's decision to purchase chipping equipment in the near future. I recommend Council authorize me to purchase wood chips for an amount not to exceed $25,000 per KCC 3.12.030 (a), (b), and (c).

ATTACHMENTS: None

PROPOSED MOTION:

Move to authorize the City Manager to purchase wood chips for the composting facility in an amount not to exceed $25,000 with funds coming from the Sewer Fund, biosolid disposal line item.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk DM
Date: December 10, 2015
Agenda Item: **V. h. Advisory Board Appointments**

SUMMARY: Several advisory board seats will expire at the end of December. Volunteers were solicited via newspaper advertisements, public service announcements, and City Clerk and department head recruitment efforts. Applications have been received for appointment to the Building Code Board of Appeals, Joint Building Code Review Board, Parks and Recreation Advisory Board, and Ports and Harbors Advisory Board. Appointments to these boards are made by the Mayor and confirmed by the Council.

The student application for the Parks and Recreation Advisory Board includes the required letter of endorsement from the Student Council Advisor. The term for the Parks and Recreation Advisory Board ex-officio student position is set at the time of appointment.

One application has also been received for a City seat on Planning and Zoning Commission. Appointments to the P&Z Commission are made by the Borough Mayor from a list of recommendations from the City.

At Tuesday's work session, Mayor Branson and Councilmembers interviewed applicants and considered applications.

BACKGROUND: Advisory board members are appointed at the end of each year when terms expire and throughout the year as necessary.

{Mayor Branson will make her appointments to the Building Code Board of Appeals, Joint Building Code Review Committee, Parks and Recreation Advisory Board, and Port and Harbors Advisory Board.}

Building Code Board of Appeals *KCC 14.40.010: "The building code board of appeals shall consist of five members, four of whom shall be qualified by experience and training to pass upon matters pertaining to building construction. One member shall be selected from the community at large. Each of the five members shall be appointed by the mayor and ratified by the Council." No residency requirement.*

3 seats ending December 31, 2018

Applicants:

Ed Mahoney
John Butler

Joint Building Code Review Committee *Resolution No. 2015–34 stipulates the appointees will include two members of the City's Building Code Board of Appeals appointed by the Mayor and one elected official. No residency requirement.*

Applicants: John Butler
Ed Mahoney
Elected Official_____

Parks and Recreation Advisory Board *Four regular members shall be residents within the Kodiak City limits, and three regular members shall be residents from inside or outside the Kodiak City limits. Two City resident members need to be appointed to regular seats to ensure the residency requirements stipulated in Resolution 2011–23 are met.*

3 regular seats ending December 31, 2018
1 vacated regular seat ending December 31, 2016
2 alternate seats ending December 31, 2016 (one-year term)
1 ex-officio student seat (term set at appointment)

Applicants:

John Butler (B)
John Glover (B)
Jessica Horn (B)
Helm Johnson (C)
Davis Lowery (B)
William McGuire (C)
Erica Kostelecky, ex-officio student seat

Port and Harbors Advisory Board *Seven regular seats, two alternates, and one student seat. No residency requirement.*

2 regular seats ending December 31, 2018
2 alternate seats ending December 31, 2016 (one-year term)

Applicants:

Tim Abena
Oliver Holm
Stormy Stutes

Planning and Zoning Commission City Seats *Three City resident seats are appointed by the Borough Mayor from a list recommended by the City.*

1 regular seat ending December 31, 2018
1 vacant seat ending December 31, 2016

City Applicant:
Barry Altenhof

ATTACHMENTS:

Attachment A: Building Code Board of Appeals Current Member List and Applications
Attachment B: Joint Building Code Review Board Current Member List and Applications
Attachment C: Parks and Recreation Advisory Board Current Member List, Applications, and Letter of endorsement for student position
Attachment D: Port and Harbors Current Member List and Applications
Attachment E: Planning and Zoning Commission Member List and Application for City Seat

PROPOSED MOTION:

Move to recommend _____ for appointment to the City seat on the Planning and Zoning Commission and confirm the Mayoral advisory board appointments to Building Code Board of Appeals, Joint Building Code Review Board, Parks and Recreation Advisory Board, and Port and Harbors Advisory Board as stated.

Attachment A

Office of the City Clerk
710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

BUILDING CODE BOARD OF APPEALS

Five seats

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS
2015	John Butler JBJHS@PTIALASKA.NET	486-4604	486-3706	486-2497	P.O. Box 2610
2015	Ed Mahoney builders@ptialaska.net	486-1968	539-1234		3944 Spruce Cape Road
2015	Vacant				
2016	R. Scott Bonney STRALASKA@HOTMAIL.COM	907 301-8490			PO Box 5524, Chiniak AK 99615
2016	Gregg Hacker ghacker01@kibsd.org	539-5230	481-2288	481-2280	1310 Baranof St.

Legislation	Appointments		
Kodiak City Code Chapter 14.40	10/25/84	01/23/86	02/12/87
	01/08/87	12/14/87	12/12/88
	01/26/89	01/11/90	12/14/90
	01/09/92	01/14/93	01/27/94
	12/22/94	12/14/95	12/12/96
	03/27/97	12/11/97	12/10/98
	02/10/00	05/24/01	12/13/01
	01/23/03	01/13/05	12/15/05
	12/13/07	02/28/08	12/11/09
	12/9/10	2/23/12	12/13/12
	2/13/14		

Terms expire December 31 — (3-year terms)

Updated: February 14, 2014

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

John Butler
NAME

486-4604 HOME TELEPHONE | 486-3706 WORK TELEPHONE | 486-2497 FAX | jhjhs@ptialaska.net EMAIL

42910 Chiwiak Hwy
RESIDENCE (STREET) ADDRESS

P.O. Box 2610 KODIAK, AK 99615
MAILING ADDRESS

45 yrs LENGTH OF RESIDENCE IN KODIAK | 45 yrs LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☐ Yes ☒ No
Do you own property in the City of Kodiak? ☒ Yes ☐ No

On which boards are you interested in serving? (Please list in order of preference)	Please list your areas of expertise and education that would benefit the boards for which you are applying.
City Parks & Rec	Have served on board
Building Code Board of Appeals	for several yrs now

Community Activities:	Professional Activities:
Noon Rotary - 28 yrs	Johns Heating Ser 35 yrs
	Joint building Code Review
	Bldg Code Board of Appeals

John Butler
SIGNATURE

12-1-2015
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

Advisory Board Application Form

RECEIVED
OCT 2015
City Clerk's Office
City of Kodiak

Ed Mahoney
NAME

539 1234 — Same — —
HOME TELEPHONE — WORK TELEPHONE — FAX

builders@ptialaska.net
EMAIL

3944 Spruce Cape Rd
RESIDENCE (STREET) ADDRESS

Same — KODIAK, AK 99615
MAILING ADDRESS

38yrs — 38yrs.
LENGTH OF RESIDENCE IN KODIAK — LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in Kodiak? ☐ YES ☐ NO

Do you own property in Kodiak? ☒ YES ☐ NO

On which boards are you interested in serving? (Please list in order of preference)

Building Code Board of Appeals

Please list your areas of expertise and education that would benefit the boards for which you are applying.

Builder

Community Activities:

Elks, Am Legion

Professional Activities:

SIGNATURE

10.27.15
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 220, Kodiak, AK 99615
Fax: 486-8633

Attachment B

KODIAK ISLAND BOROUGH / CITY OF KODIAK

JOINT BUILDING CODE REVIEW COMMITTEE

NAME	TERM	HOME PHONE	WORK PHONE	CELL PHONE	EMAIL
CITY BUILDING CODE BOARD OF APPEALS REPRESENTATIVES					
John Butler PO Box 2610 Kodiak, AK 99615	2015	486-4604	486-3706		jbjhs@ptialaska.net
Ed Mahoney 3944 Spruce Cape Rd. Kodiak, AK 99615	2015	486-5759	486-5759		builders@ptialaska.net
BOROUGH ARCHITECTURAL REVIEW BOARD REPRESENTATIVES					
Scott Arndt PO Box 76 Kodiak, AK 99615	2016	414-791-3745	SAME	SAME	sla3745@yahoo.com
Bill Barton PO Box 8995 Kodiak, AK 99615	2016	486-4870	SAME	539-6870	mandbbarton@att.net
ELECTED OFFICIALS **Assembly Representative** Kyle Crow PO Box 786 Kodiak, AK 99615	2016			738-9283	kyle.crow@kibassembly.org
City Council Representative Randall Bishop 402 West Marine Way, Suite 300 Kodiak, AK 99615	2015		486-3364	909-238-0494	Rbishop@city.kodiakak.us

- See Resolution No. FY2016-20 for the Committee's Composition and Appointment Process
- Composed of six voting members and two ex-officio non voting members (two building inspector staff)

This ad hoc committee's mission is to review building, plumbing, fire, and electrical code revisions, etc. and make recommendations to the Borough Assembly and City Council.

STAFF:

ADMINISTRATIVE ASSISTANCE provided by the City's Public Works Department

BUILDING OFFICIAL, DOUG MATHERS 486-8072 dmathers@city.kodiak.ak.us

CITY OF KODIAK / KODIAK ISLAND BOROUGH
710 MILL BAY ROAD
KODIAK, AK 99615

Revision Date: 12/2/2015
Revised by: DM

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

John Butler
NAME

486-4604 HOME TELEPHONE | 486-3706 WORK TELEPHONE | 486-2497 FAX | jbjhs@ptialaska.net EMAIL

RESIDENCE (STREET) ADDRESS

P.O. Box 2610 KODIAK, AK 99615
MAILING ADDRESS

45 yrs LENGTH OF RESIDENCE IN KODIAK | 45 yrs LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☒ Yes ☐ No
Do you own property in the City of Kodiak? ☒ Yes ☐ No

On which boards are you interested in serving? (Please list in order of preference)

Joint Bldg Code Review

Please list your areas of expertise and education that would benefit the boards for which you are applying.

30 + years heating + plmg

Community Activities:

Botany
Joint Code Review
Code board of Appeals
City Parks + Rec

Professional Activities:

John Butler
SIGNATURE

10-21-15
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

RECEIVED
OCT 2015
City Clerk's Office
City of Kodiak

Advisory Board Application Form

Ed Mahoney
NAME

539 1234 — HOME TELEPHONE
Same — WORK TELEPHONE
— FAX

builders@ptialaska.net
EMAIL

3944 Spruce Cape Rd
RESIDENCE (STREET) ADDRESS

Same — KODIAK, AK 99615
MAILING ADDRESS

38 years — LENGTH OF RESIDENCE IN KODIAK
38 yrs — LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in Kodiak? ☒ YES ☐ NO

Do you own property in Kodiak? ☒ YES ☐ NO

On which boards are you interested in serving? (Please list in order of preference)

Joint Building Code Review

Please list your areas of expertise and education that would benefit the boards for which you are applying.

Contractor

Community Activities:

Professional Activities:

SIGNATURE

10.27.15
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 220, Kodiak, AK 99615
Fax: 486-8633

Attachment C

Office of the City Clerk
710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

PARKS AND RECREATION ADVISORY BOARD

Nine members (including two alternates) from the community chosen to reflect cultural and ethnic diversity, one USCG representative, and one student seat. Four regular members shall be residents within the Kodiak City limits, and three regular members shall be residents from inside or outside the Kodiak City limits.

TERM	BOARDMEMBER	HOME	WORK	FAX	MAILING ADDRESS	City/KIB
2015	John Butler jbjhs@ptialaska.net	486-4604	486-3706	486-2497	PO Box 2610	B
2015	Helm Johnson helm@rideakimbo.com	539-5014	539-5014	866-510-1563	PO Box 261	C
2015	Jim Willis jawdawg@gci.net James.B.Willis@uscg.mil	486-3678	487-5391	487-5275	1516 Ismailov St.	C
2016	Vacant					
2016	Marcus Dunbar mdunbar01@kibsd.org	486-0809	481-2214		1477 Selief Lane	C
2016	Natasha Hayden natashab@gci.net	486-5922	512-0519		305 Neva Way	B
2016	Ryan Murdock boneyardsurfing@gmail.com	952-1072	486-2316		3272 Mill Bay Rd.	C
2015 Alternate 1	VACANT					N/A
2015 Alternate 2	VACANT					N/A
Feb. 2017 USCG	Andrew Joca Andrew.S.Joca@uscg.mil	305 401-4499	487-5320 X2226	487-5334	565 Perez Way	N/A
Student	Vacant					N/A

Regular terms expire December 31 (three-year terms)
Alternate terms expire December 31 (one-year terms)
USCG & Student terms set at appointment

Legislation

Resolution Number 03–84
Resolution Number 44–86
Resolution Number 2000–4, 01/27/00
Resolution Number 01–7, 02/22/01
Resolution Number 04–25, 07/08/04
Resolution Number 2011–23, 08/25/2011

[Clerk's Note: The alternates do not make motions or vote unless regular member(s) are absent.]

Appointments

01/12/84	02/26/84	12/13/84
01/10/85	06/13/85	12/19/85
01/23/86	01/08/87	02/12/87
11/03/87	12/14/87	10/27/88
12/12/88	10/12/89	01/11/90
12/14/90	01/09/92	03/12/92
05/14/92	07/09/92	01/14/93
01/27/94	02/10/94	03/10/94
09/22/94	12/22/94	10/05/95
12/14/95	10/24/96	12/12/96
12/11/97	12/10/98	01/26/99
02/25/99	02/10/00	02/22/01
05/24/01	12/13/01	02/28/02
05/09/02	07/24/03	02/26/04
01/13/05	08/24/06	12/14/06
12/13/07	02/28/08	02/12/09
06/24/10	08/26/10	12/9/10
01/13/11	09/22/11	2/23/12
08/09/12	8/23/12	12/13/12
02/28/13	06/27/13	12/12/13
2/14/14		

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

John Butler
NAME

486-4604 HOME TELEPHONE | 486-3706 WORK TELEPHONE | 486-2497 FAX | jbjbo@ptialaska.net EMAIL

42910 Chiniak Hwy
RESIDENCE (STREET) ADDRESS

P.O. Box 2610 KODIAK, AK 99615
MAILING ADDRESS

45 yrs LENGTH OF RESIDENCE IN KODIAK | 45 yrs LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☐ Yes ☒ No
Do you own property in the City of Kodiak? ☒ Yes ☐ No

On which boards are you interested in serving? (Please list in order of preference)

City Parks & Rec
Building Code Board of Appeals

Please list your areas of expertise and education that would benefit the boards for which you are applying.

Have served on board for several yrs now

Community Activities:

Noon Rotary - 28 yrs

Professional Activities:

Johns Heating Ser 35 yrs
Joint building Code Review
Bldg Code Board of Appeals

John Butler
SIGNATURE

12-1-2015
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

RECEIVED
DEC 2015
City Clerk's Office
City of Kodiak

Advisory Board Application Form

John Glover
NAME

486-2335 | 539-7004 | | jtgloverkodiak@gmail.com
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

521 SUT LARSEN WAY KODIAK AK 99615
RESIDENCE (STREET) ADDRESS

521 SUT LARSEN WAY KODIAK, AK 99615
MAILING ADDRESS

13 years | 13 years
LENGTH OF RESIDENCE IN KODIAK | LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☐ Yes ☒ No
Do you own property in the City of Kodiak? ☐ Yes ☒ No

On which boards are you interested in serving? (Please list in order of preference)

Parks and Recreation

Please list your areas of expertise and education that would benefit the boards for which you are applying.

GS 1640 series
Facility Management

Community Activities:

Youth Athletics

President
Kodiak Hockey League

Professional Activities:

USA Hockey
Level 2 coach

USA Hockey
Level 2 Referee

SIGNATURE

30 NOVEMBER 2015
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

Jessica Horn
NAME

487-2718 — HOME TELEPHONE
942-6441 — ~~WORK TELEPHONE~~ cell
FAX
hikeadg@gmail.com — EMAIL

6665 Sargent Creek Rd
RESIDENCE (STREET) ADDRESS

SAME — KODIAK, AK 99615
MAILING ADDRESS

14 years — LENGTH OF RESIDENCE IN KODIAK
38 years — LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☐ Yes ☒ No
Do you own property in the City of Kodiak? ☐ Yes ☒ No

On which boards are you interested in serving? (Please list in order of preference)

Parks and Rec

Please list your areas of expertise and education that would benefit the boards for which you are applying.

Many years of coaching Little Dribblers Basketball and Soccer.
On Board of Kodiak Hockey League

Community Activities:

Womens Bay Road/Fire Service Area Board
Secretary/Registrar of Kodiak Hockey League
Member of Island Trails Network

Professional Activities:

Jessica Horn
SIGNATURE

12-1-15
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax 486-8600

Revised: June 2009

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

Helm Johnson
NAME

539-5014 | | | Helm@helmarTS.com
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

1522 E. Kouskov St.
RESIDENCE (STREET) ADDRESS

Same — KODIAK, AK 99615
MAILING ADDRESS

43 yr | 43 yr
LENGTH OF RESIDENCE IN KODIAK | LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? ☒ Yes ☐ No
Do you own property in the City of Kodiak? ☒ Yes ☐ No

On which boards are you interested in serving? (Please list in order of preference)	Please list your areas of expertise and education that would benefit the boards for which you are applying.
Parks & Rec	20+ years construction
	have been on P&R board for last 3 yr

Community Activities:	Professional Activities:
City and Borough P&R Advisory member for last 3y	Business owner for last 12yr
VP of Kodiak Island Cycle Club	

Helm Johnson — 12-1-15
SIGNATURE | DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

Advisory Board Application Form

Davis Lowery
NAME

321-231-9394 | 907-486-2501 | | bravesolutions@icloud.com
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

4266 Parkside Dr.
RESIDENCE (STREET) ADDRESS

KODIAK, AK 99615
MAILING ADDRESS

7 | 77
LENGTH OF RESIDENCE IN KODIAK | LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? X Yes No
Do you own property in the City of Kodiak? Yes No X

On which boards are you interested in serving? (Please list in order of preference)

Parks & Rec Advisory

Please list your areas of expertise and education that would benefit the boards for which you are applying.

Athletics, collegiate → Olympic
Small Business Policy
Economic Development
Legal/Policy development/
Athletic Facility Construction

Community Activities:

KHS / KFL

Professional Activities: Business Owner
- Consultant (government)
- Tribal Legal Advisor
- DOT Rep
- CEO - 2 Corp. Businesses

SIGNATURE

12/1/15
DATE

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax: 486-8600

Revised: June 2009

City Clerk's Office
710 Mill Bay Road, Rm 216
Kodiak, AK 99615
(907) 486-8636 * (907) 486-8600 (fax)

C

Advisory Board Application Form

William A. McGuire
NAME

406.799.1966 | | | bmcguire@ekibs.org
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

1524 Ismailov st
RESIDENCE (STREET) ADDRESS

1524 Ismailov st. KODIAK, AK 99615
MAILING ADDRESS

3 yrs | 3 yrs
LENGTH OF RESIDENCE IN KODIAK | LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? 9 Yes 9 (No)
Do you own property in the City of Kodiak? 9 (Yes) 9 No

On which boards are you interested in serving? (Please list in order of preference)	Please list your areas of expertise and education that would benefit the boards for which you are applying.
Parks + Rec Advisory	Athletics
	Mechanics

Community Activities:	Professional Activities:
sports	Automotive teacher
	Football coach

SIGNATURE | DATE: Dec 1 2015

Return application to City Clerk, 710 Mill Bay Road, Room 216, Kodiak, AK 99615
Fax. 486-8600

Revised: June 2009

Advisory Board
Student Application Form

Name: Erica Vhostedecky

Home Phone: (907)486-9446 FAX Phone: _____ E-mail: ericakostedecky@gmail.com

School Year Currently Attending: 9

Street Address: 1161 Abercrombie Drive

Mailing Address: P.O. Box 2383

Length of Residence/Kodiak: 14 years Length of Residence/Alaska: 14 years

Community Activities: Kodiak 4-H, Kodiak Teen Court, Student Council

Area of Expertise and/or Education (that would benefit membership on Board):
Student Representative

I am interested in serving on the following Board(s) (in order of preference):
Parks and Recreation Advisory board

Return application (with recommendation letter from Student Council advisor) to City Clerk, 710 Mill Bay Road, Room ~~220~~ 219, Kodiak, Alaska 99615.

Date: 11/11/15 Signature: _____

Kodiak High School
722 Mill Bay Road
Kodiak, AK 99615
(907) 486-7400

Date: November 4, 2015

To Whom It May Concern:

I am thrilled to recommend Erica Kostelecky for the position of student representative on for the Kodiak City Parks and Recreation Advisory Board. In the short time I have know Erica I have been impressed by her enthusiasm, hard work, and commitment. As a freshman she has stepped up to chair committees, organize an implement games and activities for spirit week, participated in our student council retreat, and been an active and contributing member to our council.

Erica is a very committed and dedicated student. She is currently enrolled in honors classes and is on track to enroll in many AP courses. She pays attention to detail and make sure that she understands expectations. Outside of school she is involved in 4H as the activities director. In this position she is responsible for organizing all activities and community service 4H is involved in. Erica has also been involved with Teen Leaders and Teen Court for two years.

Erica is highly involved in many facets of our community and I believe she will represent our students well. It is with out reservation that Kodiak High School Student Council recommends Erica Kostelecky for the advisory board position.

Sincerely,

Lindsey Glenn
Kodiak High School Teacher
Student Council Advisor
Lglenn01@kibsd.org

Attachment D

Office of the City Clerk
710 Mill Bay Road, Room 216, Kodiak, Alaska 99615

PORT AND HARBORS ADVISORY BOARD

Seven regular seats, two alternates, and one student seat

Effective January 8, 2015

TERM	BOARDMEMBER	HOME	WORK or CELL	FAX	MAILING ADDRESS
2017	Marty Owen kodiakowen@gmail.com	486-5079	654-8150		1223 Kouskov, St.
2017	Patrick O'Donnell gwfisheries@yahoo.com	486-2683	539-5296		P.O. Box 3075
2017	Nick Szabo herschel@gci.net	486-3853	486-3853	486-3853	P.O. Box 1633
2015	Tim Abena timabena@aol.com	486-3290	360 957-3200	486-3290	3103 Mill Bay Road
2015	Oliver Holm chicken@gci.net	486-6957	486-6957	N/A	P.O. Box 8749
2016	Ralph (Skip) Bolton skip2@gci.net	486-4099	317-8660	486-2030	P.O. Box 2852
2016	David Jentry dwjentry@gci.net	486-5205	486-5205	486-5243	P.O. Box 3128
2015 *Alternate 1	Stormy Stutes stutes@gci.net	486-8757	942-2121	486-8709	2230 Monashka Way
2015 *Alternate 2	Raymond May raymondmay@gci.net	486-5710	539-2501		P.O. Box 8985
Student (ex-officio)	VACANT				

Regular terms expire December 31 (three-year terms)
Alternate terms expire December 31 (one-year terms)
Student term expires May 31 (one-year term)

Legislation

Resolution Number 49–81
Resolution Number 44–86
Resolution Number 54–87
Resolution Number 05–94
Resolution Number 98–32

***[Clerk's Note: The alternates do not make motions or vote unless regular member(s) are absent.]**

Appointments

11/03/87	12/14/87	10/27/88
12/12/88	10/12/89	01/11/90
02/22/90	12/14/90	01/09/92
03/12/92	01/14/93	01/27/94
02/10/94	09/22/94	12/22/94
10/05/95	12/14/95	12/12/96
12/11/97	12/10/98	02/10/00
02/22/01	05/24/01	12/13/01
09/12/02	01/23/03	01/22/04
01/13/05	12/15/05	12/14/06
12/13/07	02/12/09	12/11/09
12/9/10	12/8/11	12/13/12
12/12/13	1/8/15	

Updated January 9, 2015

City Clerk's Office
710 Mill Bay Road, Rm. 216
Kodiak, AK 99615
(907) 486-8636 / (907) 486-8600 (fax)

RECEIVED
NOV 2015
City Clerk's Office
City of Kodiak

ADVISORY BOARD APPLICATION

Tim Abena
NAME

486-3290 | 360 957 3200 | 907 486 3290 | timabena@ad.com
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

3103 Mill Bay Rd
RESIDENCE (STREET) ADDRESS

Same
MAILING ADDRESS

22+ yrs | 22+ yrs
LENGTH OF RESIDENCE IN KODIAK | LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes [X] No [ ]
Do you own property in the City of Kodiak? Yes [ ] No [X]

On which boards are you interested in serving? (List in order of preference

PHAB

List your areas of expertise and education that would benefit the boards for which you are applying.

Comm. Fishing
Boat Building
construction

Community Activities:

Professional Activities:

Signature

11/28/31
Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
Fax: 486-8600

Revised: May 2013

City Clerk's Office
710 Mill Bay Road, Rm. 216
Kodiak, AK 99615
(907) 486-8636 / (907) 486-8600 (fax)

ADVISORY BOARD APPLICATION

Oliver Holm
NAME

486-6957 | 907-654-7005 | | chickenfg@gci.net
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

3338 Tona Lane
RESIDENCE (STREET) ADDRESS

PO Box 8749, Kodiak, AK 99615
MAILING ADDRESS

LENGTH OF RESIDENCE IN KODIAK

LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes [ ] No [X] Mission Rd Precinct
Do you own property in the City of Kodiak? Yes [ ] No [ ] Home service Dist. 1 – F/U Sulina St Harbor

On which boards are you interested in serving? (List in order of preference

Ports + Harbors Advisory Board

List your areas of expertise and education that would benefit the boards for which you are applying.

harbor user for several decades
familiar with a wide range of harbor users

Community Activities: Kodiak Regional Aquaculture Assoc. Board – Kodiak Is. Fish + Game Advisory Committee
Maritime Trades Workforce Development

Professional Activities: Commercial fishing – trawler crab, herring, halibut + salmon.

Oliver N Holm
Signature

November 7, 2015
Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
Fax: 486-8600

Revised: May 2013

City Clerk's Office
710 Mill Bay Road, Rm. 216
Kodiak, AK 99615
(907) 486-8636 / (907) 486-8600 (fax)

RECEIVED
NOV 2015
City Clerk's Office
City of Kodiak

ADVISORY BOARD APPLICATION

Stormy Stutes
NAME

907 486 8757 | 942-2121 | 486 8709 | stutes@gci.net
HOME TELEPHONE | WORK TELEPHONE | FAX | EMAIL

2230 Monashka Way
RESIDENCE (STREET) ADDRESS

Kodiak, Alaska 99615
MAILING ADDRESS

spring of 1972
LENGTH OF RESIDENCE IN KODIAK

63 yrs.
LENGTH OF RESIDENCE IN ALASKA

Are you a registered voter in the City of Kodiak? Yes [X] No [ ]
Do you own property in the City of Kodiak? Yes [X] No [ ]

On which boards are you interested in serving? (List in order of preference

Ports + Harbor

List your areas of expertise and education that would benefit the boards for which you are applying.

4 years active duty US Coast Guard
42 years commercial fishing (retired)

Community Activities: member + past president Pioneers of Alaska, Past Commander American Legion, Past president Alaska Trawler Assn

Professional Activities: Spouse of state representative spending at least 90 days in session in Juneau, AK

Stormy Stutes
Signature

11 Nov 15
Date

Return application to City Clerk, 710 Mill Bay Road, Rm. 216, Kodiak, AK 99615
Fax: 486-8600

Revised: May 2013

Attachment E

KODIAK ISLAND BOROUGH

PLANNING AND ZONING COMMISSION

NAME	TERM	HOME PHONE	WORK PHONE	CELL PHONE	EMAIL
Scott Arndt (B) Chair PO Box 76 Kodiak, AK 99615	2015	481-3745	FAX 481-3333	414-791-3745	sla3745@yahoo.com
Jay Baldwin (B) Vice Chair 3343 Eider St Kodiak, AK 99615	2016			942-0386	Jay.baldwin@kibplanning.org kodiakjay@yahoo.com
Kathy Drabek (C) 220 Mill Bay Road Kodiak, AK 99615	2015		486-4449	654-4905	kathy.drabek@kibplanning.org
Maria Painter (B) 3901 Woodland Dr. Kodiak, AK 99615	2015			942-2560	maria.painter@kibplanning.org
Alan Schmitt (C) 3295 Woody Way Loop Kodiak, AK 99615	2017	486-5314			alan.schmitt@kibplanning.org
Greg Spalinger (B) PO Box 2635 Kodiak, AK 99615	2017	486-8366	486-3725		greg.spalinger@kibplanning.org
VACANT (C)	2016				

B=Borough Seat
C=City Seat

This commission is governed by Kodiak Island Borough Code 2.105

STAFF:		
CDD DIRECTOR, BOB PEDERSON	486-9360	bpederson@kodiakak.us
ASSOCIATE PLANNER, JACK MAKER	486-9362	jmaker@kodiakak.us
ASSISTANT PLANNER, VACANT		
CODE ENFORCEMENT OFFICER, VACANT		
CDD SECRETARY, SHEILA SMITH	486-9363	ssmith@kodiakak.us

COMMUNITY DEVELOPMENT DEPARTMENT
710 MILL BAY ROAD
ROOM 205
KODIAK, AK 99615

Revision Date: 10/26/2015
Revised by: AM

HOW TO APPLY FOR A BOARD, COMMITTEE, OR COMMISSION

Fill out an application for each board/committee/commission you are applying for. You may submit your application by email to clerks@kodiakak.us, by fax to (907) 486-9391, or hand deliver it to the Borough Clerk's Office, 710 Mill Bay Road, Room 101, Kodiak, AK 99615. Applications are also available at www.kodiakak.us.

Qualifications to serve vary with the board, but the most important ones are having the time, interest, and willingness to serve. Time requirements can vary from three hours per month to 20 hours per week. Some boards meet seasonally, quarterly, or when needed. Please check with the Clerk's office if there is a specific board you are interested in to determine if your schedule is compatible with that of the board.

Note: in this document the term "board" shall include any board, committee, commission, or council of the Borough.

APPLICATION FOR APPOINTMENT TO BOARDS, COMMITTEES, AND COMMISSIONS

Board/Committee/Commission: PLANNING & ZONING

Designated seat or group representation (if applicable): CITY SEAT

Please be aware that the information given on your application is made available to the public. Staff will require the use of a mailing address, email address, and contact phone number to provide board and meeting information.

Name: BARRY ALTENHOF

Residence Address: 3255 WOODY WAY LOOP

Mailing Address: BOX 1373

Email Address: BALTENHOF@GCI.NET

Length of Residence in Kodiak: 26 YEARS

Employer/Occupation: RETIRED KODIAK SCHOOL TEACHER

Daytime Phone: 539 5828

Evening Phone: 486-6238

Cell Phone: 539-5828

Fax Number: 0

Registered to vote in Kodiak? Yes ☑ No ☐

Organizations you belong to or participate in:

Explain your main reason for applying: TO PROMOTE A COMMON SENSE, RESPECTFUL APPROACH TO COMMUNITY DEVELOPMENT.

What background, experience, or expertise will you bring to the board/committee/commission membership? 26 YEARS AS KHS DRAFTING TEACHER, CAREER TECH COORDINATOR, KODIAK PROPERTY OWNER.

Are you available for regular meetings? YES Pursuant to KIBC 2.100.070 (A.6) Other than by expiration of the members term, the assembly shall declare a seat vacant when a member misses three consecutively held

Signature of Applicant: BF Altenhof **Date:** 10/26/2015

A resume or letter of interest may be attached, but is not required. This application will be kept on file for one year. Please be aware that there may be an application deadline. Application deadlines, if applicable, are available on the Borough website at www.kodiakak.us or in the Notice of Vacancy announcements advertised in the *Kodiak Daily Mirror.*

- STAFF USE ONLY -		
Registered voter of the Borough: Yes ☑ No ☐ Applicant's Residence: Borough ☐ City ☑ Date of Appointment:	Appointment Letter: Roster: Oath of Office: APOC POFD Statement: Attached ☐ On File ☐	Date Received: (date stamp below) 10/26/15

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Debra Marlar, City Clerk DM
Date: December 10, 2015
Agenda Item: **V. i. Election of Deputy Mayor**

SUMMARY: Under the provisions of City Charter Article II, Section 2, the City Council shall elect one of its members as Deputy Mayor no sooner than thirty days, nor more than sixty days, from the beginning of the newly-elected Councilmembers' terms. The Deputy Mayor serves a one-year term and acts as Mayor in the Mayor's absence. If a vacancy occurs in the office of Mayor, the Deputy Mayor serves until another Mayor is elected by the Council.

ATTACHMENTS:

Attachment A: City Charter Article II, Section 2
Attachment B: List of previous Deputy Mayors

PROPOSED MOTION:

Move to elect _____ as Deputy Mayor for a one-year term.

OR

Move to elect the Deputy Mayor by a secret vote on paper ballot, provided that the first candidate to receive four affirmative votes be appointed for a one-year term, and further provided that if no candidate receives four affirmative votes in the first ballot, that the applicant with the fewest votes be removed from consideration on subsequent ballots, until a candidate receives four affirmative votes.

Attachment A

KODIAK CITY CHARTER

ARTICLE II

THE COUNCIL

Section
II-2 Mayor and Deputy Mayor
There shall be a mayor who shall have all the qualifications of a councilmember, and, in addition, must be at least thirty (30) years of age at the time of his election or choice to fill a vacancy. The mayor shall preside at meetings of the council, and shall certify the passage of all ordinances and resolutions passed by it. The mayor shall have no regular administrative duties, except that the mayor shall sign such written obligations of the City as the council may require. If a vacancy occurs in the office of mayor, the council shall elect a qualified person, who may or may not be a councilmember at the time, to be mayor for completion of the unexpired term or until the vacancy is filled by election. If a councilmember is elected mayor, the councilmember's office shall be vacated upon taking office as mayor, and then be filled as prescribed elsewhere by this charter.

Not sooner than thirty (30) days nor more than sixty (60) days from the beginning of the terms of newly elected councilmembers, the council shall elect one of its members deputy mayor, who shall serve as such until the next such first meeting. The deputy mayor shall act as mayor during the absence or disability of the mayor or, if a vacancy occurs in the office of mayor, until another mayor is elected by the council and qualifies. If the office of deputy mayor becomes vacant, the council shall elect from its members another deputy mayor for the completion of the unexpired term. The deputy mayor, when acting as mayor, shall continue to have a vote as councilmember; but the deputy mayor shall not have veto power.

Should both mayor and deputy mayor be absent from a council meeting, a temporary mayor shall be appointed by the council to serve during such absence.

Attachment B

Deputy Mayor Elections

Date Elected	
01/16/1993	Bernie Ballao
11/10/1994	Gary Gilbert
11/09/1995	Tom Walters
11/14/1996	Kathy Colwell
11/20/1997	Steven Hobgood
02/12/1998	Tom Walters
11/12/1998	Charles Davidson
11/10/1999	Jesse Vizcocho
11/16/2000	Barbara Stevens
11/15/2001	Tom Walters
12/12/2002	Lydia Olsen
01/08/2004	David Woodruff
12/14/2004	Charles Davidson
12/15/2005	David Woodruff
12/14/2006	Josie Rosales
11/29/2007	Gabriel Saravia
12/11/2008	Jack Maker (resigned 6/9/09)
07/24/2009	Paul Smith
12/10/2009	Terry Haines
12/9/2010	Gabriel Saravia
12/8/2011	John Whiddon
12/13/2012	John Whiddon
12/12/2013	Gabriel Saravia
12/12/2014	Terry Haines

EXECUTIVE SESSION

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager

Date: December 10, 2015

Agenda Item: **X a. Discussion With the City Attorney About Public Records Litigation**

SUMMARY: The City Council will enter into executive session to discuss records litigation with the City Attorney.

PROPOSED MOTION:

Move to enter into executive session pursuant to Kodiak City Code 2.04.100(c) to discuss litigation with the City's attorney pertaining to public records litigation.