

KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, April 10, 2012

Kodiak Island Borough Conference Room

7:30 p.m.

Work sessions are informal meetings of the City Council where Councilmembers review the upcoming regular meeting agenda packet and seek or receive information from staff. Although additional items not listed on the work session agenda are sometimes discussed when introduced by the Mayor, Council, or staff, no formal action is taken at work sessions and items that require formal Council action are placed on a regular Council meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the "official record" should be made at a regular City Council meeting.

Discussion Items

1. Public Comments (limited to 3 minutes)
2. Introduction of Airport Code Revisions1
3. Shelikof Pedestrian Pathway Project Update (DOWL)No Backup
4. Maritime Museum Site Presentation.....48
5. Harbor Backhoe Purchase59
6. Additional Fisheries Subcommittee MemberNo Backup
7. April 12, 2012, Agenda Packet Review

**CITY OF KODIAK
ORDINANCE NUMBER NNNN**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING KCC 18.20.470, CHAPTER APPLICATION, REPEALING KCC CHAPTER 18.36, KODIAK MUNICIPAL AIRPORT, AND ENACTING KCC TITLE 19, KODIAK MUNICIPAL AVIATION FACILITIES, REGARDING THE ADMINISTRATION, OPERATION AND REGULATION OF CITY AVIATION FACILITIES.

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

Section 1: Kodiak City Code Section 18.20.470, Chapter application, is amended to read as follows:

18.20.470 Chapter application. This chapter shall not apply to

(a) sales, leases, or other disposition of tidelands; or

(b) leasing City-owned property or granting other privileges at Kodiak Municipal Airport, including Lilly Lake, or Trident Seaplane Base.

Section 2: Kodiak City Code Chapter 18.36 is repealed.

Section 3: Kodiak City Code Title 19, Kodiak Municipal Aviation Facilities, is enacted to read as follows:

Title 19 – Kodiak Municipal Aviation Facilities.

Chapters:

19.05	Applicability of Title
19.10	Definitions
19.20	Administration and Operation
19.25	Land Use Restrictions
19.30	Aviation Facility Use Restrictions and Rules
19.40	Aircraft Parking – Municipal Airport
19.50	Aircraft Parking – Trident Basin
19.55	Aircraft Impound
19.60	Fuel and Fueling
19.65	Accidents
19.70	General Rules of Conduct
19.75	User Rents and Fees
19.80	Leasing of Aviation Facility Real Property
19.85	Form and Conditions of Lease

CHAPTER 19.05 – APPLICABILITY OF TITLE

Sections:

19.05.010 Applicability of Title

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19.05.010 Applicability of Title.

- (a) This Title applies to
 - (1) all City-owned aviation facilities, including Municipal Airport, Lilly Lake Seaplane Base, and Trident Basin Seaplane Base;
 - (2) all City-owned facilities and real property on the aviation facilities; and
 - (3) all users of the aviation facilities.
- (b) Only to the extent provided in Chapter 19.25, this Title shall apply to non-City-owned real property located in the vicinity of an aviation facility.

CHAPTER 19.10 – DEFINITIONS

Sections:

19.10.010 Definitions

19.10.010 Definitions. In this Title:

- (a) “Air Carrier” means a person engaged in the transportation of passengers or cargo in air commerce for compensation.
- (b) “Aircraft” means any contrivance now known, or hereafter designed, invented, or used, for navigation or flight in the air, except parachutes and other contrivances used primarily as safety equipment.
- (c) “Airport” means the Kodiak Municipal Airport, including Lilly Lake Seaplane Base.
- (d) “Airport Manager” means the person to whom the City Manager has delegated the authority and responsibility of managing and directing the activities of the Aviation Facilities. “Airport Manager” includes that person’s authorized representative.
- (e) “Aviation facilities” means, collectively, the Airport and Trident Basin Seaplane Base, and all City-owned fixtures, improvements, and real property thereon; “Aviation Facility” means the generic singular of the Airport or Trident Basin Seaplane Base.
- (f) “City Manager” means the person appointed to the office of city manager under Article III, Section 1 of the city charter, and any person to whom the City Manager has delegated responsibility to perform functions under this Title.
- (g) “Contamination” means the unpermitted presence of any released Hazardous Substance.
- (h) “Environmental Assessment” means an assessment of property, prepared in a manner consistent with generally accepted professional practices, that is supported by reports and tests that determine the environmental condition of property and the presence, type, concentration, and extent of a Hazardous Substance in, on, and under the surface of the property.
- (i) “Environmental Law” means any applicable federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, judgment of any

[Bold and underlined added. Deleted language stricken through.]

governmental entity relating to environmental matters, including littering and dumping.

(j) "FAA" means the Federal Aviation Administration.

(k) "Hazardous Substance" means any substance that is defined under an Environmental Law as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.

(l) "Lessee" means the lessee of real property owned by the City.

(n) "Lilly Lake" means Lilly Lake Seaplane Base.

(o) "Materially Contributed To" means to cause the release or migration of a Hazardous Substance in a reportable quantity as defined under applicable Environmental Law.

(p) "Motor Vehicle" means any self-propelled contrivance, other than an aircraft, upon or by which a person or property may be transported or drawn over land.

(q) "Movement Area" means the runways, taxiways and other areas of the Kodiak Municipal Airport that are designated by the Airport Manager for the taxiing, takeoff and landing of aircraft.

(r) "NOTAM" means a "Notice to Airmen" published and distributed to pilots and others concerned with aeronautical operations, calling attention to special airport or flying restrictions or conditions.

(s) "Permittee" means the grantee of a permit issued by the City.

(t) "Release" has the meaning given in AS 46.03.826.

(u) "Responsible," when used in regard to environmental contamination, means having materially contributed to, assumed under an assignment, or being otherwise liable for by law or contract.

(v) "Restricted Area" means any portion of an aviation facility the Airport Manager closes by public notice, posted sign, or fence to regular access by the general public.

(w) "Trident Basin" means Trident Basin Seaplane Base, including facilities, tidelands, and uplands.

CHAPTER 19.20 – AVIATION FACILITY ADMINISTRATION AND OPERATION

Sections:

19.20.010	Airport Manager Authority.
19.20.015	Appeal of an Airport Manager Decision.
19.20.020	Use or occupancy of Aviation Facilities.
19.20.030	Parking motor vehicles and aircraft.
19.20.040	Environmental requirements.
19.20.050	Hazardous substance release.
19.20.060	Penalties.
19.20.070	Violation of Title 19

19.20.010 Airport Manager Authority.

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(a) The Airport Manager is authorized by the City to enforce compliance with Title 19. All persons on an Aviation Facility shall be governed by Title 19 and by all orders and instructions issued by the Airport Manager under the authority of Title 19.

(b) The Airport Manager may remove or eject from an Aviation Facility any person who violates any requirement of Title 19 or any order or instructions issued by the Airport Manager under the authority of Title 19, and may deny use of an Aviation Facility and its facilities to any such person, if the Airport Manager determines that the removal, ejection, or denial is necessary to maintain the safety or security of the Aviation Facility.

19.20.015 Appeal of an Airport Manager Decision.

(a) A person who is adversely affected by a decision or order by the Airport Manager may appeal to the City Manager.

(b) Except as provided in 19.80.050(3), 19.85.015(c) and (d), 19.85.020 (l) and (m), and 19.85.050(c) and (d), an appeal must be in writing, describe the facts or issues in dispute, and be received by the City Manager within fifteen (15) days after the date on which the Airport Manager's decision or order was mailed or given to the person making the appeal.

(c) The City Manager's decision in an appeal of an Airport Manager's decision or order shall be in writing and give the reasons for the City Manager's approval or denial of the appeal. The City Manager's decision in an appeal shall be the final administrative decision of the City that may be appealed to superior court under the Alaska Rules of Appellate Procedure.

19.20.020 Use or occupancy of Aviation Facilities. No person may use or occupy any portion of an Aviation Facility for any purpose unless:

(a) the portion of the facility being used or occupied is designated by the City or the Airport Manager for a public purpose and the person's use or occupancy conforms to the public purpose;

(b) the person first obtains a lease, permit, or other written permission from the City authorizing the use or occupancy; or

(c) the person is on a leased or permitted premises with the express or implied consent of the lessee or permittee.

19.20.030 Parking motor vehicles and aircraft. No person may park an aircraft or motor vehicle on an Aviation Facility in any location or in any manner contrary to a provision of Title 19, or a rule or order issued by the Airport Manager pursuant to Title 19.

19.20.040 Environmental requirements.

(a) A person using an Aviation Facility shall comply with all applicable environmental laws.

(b) A lessee who is required under any environmental law to submit a report or other document about a violation or potential violation of an environmental law to a regulatory agency shall provide a copy of the document to the

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City Manager. Any person who receives a permit from an environmental regulatory agency in connection with the person's use of an Aviation Facility shall, within ten (10) days after receipt of the permit, provide a copy of the permit to the City Manager.

(c) A lessee shall provide to the City Manager a copy of

(1) any notice of violation or other notice, claim, or citation alleging a violation of an environmental law affecting Aviation Facility property that a regulatory agency issues to or files against the lessee; and

(2) any complaint filed in a court that alleges violation by the lessee of an environmental law affecting Aviation Facility property.

(d) The City Manager shall require a person responsible for the contamination of Aviation Facility property to remediate and return the contaminated property to an environmentally acceptable condition to the satisfaction of any regulatory agency having jurisdiction. However, any regulatory agency approval of a proposed remediation plan that limits the future use of Aviation Facility property is subject to approval by the City Manager before the responsible person may begin remediation activities on the Aviation Facility. A person remediating contaminated Aviation Facility property may not unreasonably interfere with

(1) a lessee's use of, or access to, the lessee's premises, unless

(A) the lessee materially contributed to the contamination; or

(B) the lessee first expressly consents in writing; or

(2) the operation or development of an Aviation Facility unless the City Manager first expressly consents in writing.

(e) If the City Manager has cause to believe a premises or other property on an Aviation Facility may have been contaminated, the City Manager may cause to be performed an environmental assessment on the premises or property to establish the presence and source of any contamination and to describe the environmental condition of the premises or property. While performing the assessment, the City will not unreasonably interfere with a lessee's use of, or access to, the lessee's premises unless the lessee first expressly consents. The City will assume the cost of the assessment of a premises or property if contamination is not found on the premises or property. If contamination is found on the premises or property, the person responsible for the contamination shall, upon written notice from the City Manager,

(1) reimburse the City for the cost of the assessment; and

(2) clean up the contamination.

(f) For purposes of this section 19.20.040, interference with

(1) a lessee's use of, or access to, the lessee's premises is unreasonable if the interference

(A) poses a safety hazard or a substantial disruption of the lessee's use of, or access to, the lessee's premises; or

(B) can be avoided without materially increasing the cost or materially decreasing the effectiveness of the effort to achieve remediation satisfactory to all agencies having jurisdiction, or a reasonable environmental assessment, as applicable;

[Bold and underlined added. Deleted language stricken through.]

(2) the operation or development of the Airport is unreasonable if the interference poses a safety hazard or a material disruption of the operation or development of the Airport.

(g) For purposes of this section 19.20.040, the word, “lessee”, includes the holder of a lease or permit under which the City has authorized the holder to use any portion of an Aviation Facility.

19.20.050 Hazardous substance release.

(a) A person who releases a hazardous substance on an Aviation Facility shall immediately contain and clean up the release, using methods that ensure that contamination does not enter or spread on or in Aviation Facility land or water or in a City storm water drainage system. A person responsible under this chapter for a release shall immediately report the release to the Airport Manager and to each regulatory agency that requires such a report. Submission of a report to the Airport Manager under this subsection does not satisfy any other applicable requirement for reporting a release of a hazardous substance to any regulatory agency that has jurisdiction.

(b) If a person responsible under this chapter for a release does not take immediate action to report, contain, and clean up the release, the City may report, contain, or clean up the release as the City determines appropriate under the circumstances. The City will seek reimbursement for the City's costs of assessment, reporting, containment, and cleanup, as applicable, from any person responsible for the release.

19.20.060 Penalties. Except as provided in 19.30.030(c), 19.30.040(d), 19.40.020(d), and 19.50.020(g), , any person who violates any provision of Title 19, or any order or instruction properly issued thereunder, shall be subject to a fine of not more than five hundred dollars (\$500.00) plus any surcharge required to be imposed by AS 29.25.074.

19.20.070 Violation of Title 19.

(a) If a person acts in violation of Title 19 or fails to act as required by Title 19, the Airport Manager may, in addition to the penalties under 19.20.060, take one or more of the following actions:

(1) order the person to, either immediately or within a specified time,

- (A) stop the violation;
- (B) begin the required act; or
- (C) leave the airport;

(2) provide written notice to the person that describes how the person may correct the violation or omission and the time within which the violation or omission must be corrected;

(3) correct the violation or omission; or

(4) when the Airport Manager finds such assistance necessary, request enforcement assistance by the City Police Department.

(b) If the Airport Manager acts under (a)(3) of this section 19.20.070 to correct a violation or omission by a person, the City will seek reimbursement

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from the person of all costs, plus interest, that the City incurs in acting to correct the violation or omission, including site assessment costs, clean up costs, collection costs, legal and administrative costs, applicable fines, and costs resulting from interference with or delay of projects or operations on an Aviation Facility.

(c) If the FAA fines the City for a violation of a federal statute or regulation or for an occurrence or omission on an Aviation Facility, the person who caused the violation, occurrence, or omission shall, upon written demand from the City, reimburse the City for the amount of the fine, plus interest and the costs incurred by the City in obtaining the reimbursement.

CHAPTER 19.25 – LAND USE RESTRICTIONS.

Sections:

- 19.25.010 Applicability of chapter.
- 19.25.020 Use restrictions, generally.
- 19.25.030 Airport map.
- 19.25.040 Airport approach surface.
- 19.25.050 Airport clear zone.
- 19.25.060 Airport parking zone.
- 19.25.070 Lilly Lake seaplane parking zone.
- 19.25.080 Lilly Lake seasonal use restriction
- 19.25.090 Airport transitional zone.
- 19.25.100 Other height restrictions.
- 19.25.110 Nonconforming use, marking and lighting.
- 19.25.120 Borough land use authority.

19.25.010 Applicability of chapter. This Chapter 19.25 applies to the use of property, real and personal, located on or off an aviation facility.

19.25.020 Use restrictions, generally. Notwithstanding any other provisions of this chapter, no use may be made of land on and around the Aviation Facilities in such a manner as to create electrical interference with radio communication between aircraft and ground facilities or between aircraft or make it difficult for pilots to distinguish between the Aviation Facilities and other lights or markings, result in glare in the eyes of pilots using the Aviation Facilities, impair visibility in the vicinity of the airport, or otherwise endanger the landing, taking off, or maneuvering of aircraft.

19.25.030 Airport map. The surfaces and zones referenced in this Chapter 19.25 are depicted on the Kodiak Municipal Airport Layout Plan, dated , including any subsequent revisions, which is on file at the Airport Manager's office and adopted by reference.

19.25.040 Airport approach surface.

(a) There is established an approach surface for the Airport. The approach surface is longitudinally centered on the extended runway centerline and

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extends outward and upward from the south end of Lilly Lake and the north end of Airport runway. The inner edge of the approach surface is eighty feet wide and expands uniformly to a width of 1,500 feet beyond the south end of Lilly Lake and the north end of Airport runway. The approach surface extends for a horizontal distance of 5,000 feet at a slope of 20 to 1.

(b) No building or structure may be constructed or erected nor may any other object be stored or placed in such a manner as to protrude above the approach surface.

19.25.050 Airport clear zone.

(a) There is established a clear zone for the Airport. The clear zone is a rectangular area extending ninety feet to each side of the centerline of the Airport runway. The clear zone is also all of the water area of Lilly Lake, excluding the parking zone described under 19.25.070, and an area one hundred forty (140) feet wide extending from the southerly end of Lilly Lake to the Larch Street right-of-way.

(b) No structure, other than the airport perimeter fence, may be constructed, erected, or placed and no vehicle or other object may be parked, stored, or placed in the clear zone.

19.25.060 Airport parking zone.

(a) There is established a parking zone for the Airport. The parking zone is a 25-foot wide rectangular area extending outward from the outer edge of the clear zone defined under 19.25.050 along each side of the runway.

(b) No structure may be constructed, erected, or placed within the parking zone nor may any other object be parked, stored, or placed within the parking zone except motor vehicles on private property next to the Airport, provided the vehicles are not used for living or sleeping accommodations.

19.25.070 Lilly Lake seaplane parking zone.

(a) There is established a seaplane parking zone on Lilly Lake. The seaplane parking zone is a water area thirty (30) feet in width, measured perpendicular to the existing shoreline of the lake.

(b) On Lilly Lake, seaplanes may only park within the seaplane parking zone. No fixed or floating structures, improvements, facilities, barriers or obstructions may be placed in Lilly Lake except docks that are not a hazard to aviation, as determined by the Airport Manager, and that are

- (1) less than thirty (30) inches above the surface of the water;
- (2) situated entirely within the seaplane parking zone; and
- (3) designed and used for the sole purpose of seaplane parking.

19.25.080 Lilly Lake seasonal use restriction. During periods when the surface of Lilly Lake is unfrozen, use of the lake is restricted to the operation of aircraft. All other uses are prohibited when the lake is unfrozen.

[Bold and underlined added.] Deleted language stricken through.

19.25.090 Airport transitional zone.

(a) A transitional zone is established for the Airport, excluding Lilly Lake. The transitional zone extends upward and outward from the outer edge of the Airport parking zone described under 19.25.060 beginning at the elevation of the nearest centerline of the runway and extending upward and outward at a slope of one foot vertically for every seven feet horizontally.

(b) The City shall avoid construction of buildings or other non-frangible objects that penetrate the transitional zone on City-owned property, except that hangars no more than 27 feet tall may be constructed in the row of lease lots farthest from the runway in the northerly quadrant of the Airport, as shown on the ~~??????????~~ (map to be adopted).

(c) If the Airport Manager determines the action is necessary for the safety of the Airport, the Airport Manager may require a building or other non-frangible object that penetrates the transitional zone on City property be marked with a hazard light approved by the Airport Manager. If the building or non-frangible object existed on _____, 2010, the installation, maintenance, and operation of the hazard light shall be at the City’s expense. Otherwise, the installation, maintenance, and operation of the hazard light shall be at the expense of the owner of the building or object.

19.25.100 Other height restrictions. In addition to the other land use restrictions provided in this Chapter 19.25, no structure in excess of thirty-five feet in height above the natural ground level may be constructed, erected, or placed on any land adjacent or contiguous to the Airport, including Lilly Lake. Additionally, any fill placed over the natural ground level is considered part of the thirty-five foot limitation.

19.25.110 Nonconforming use, marking and lighting. The Airport Manager may require that a nonconforming use under this Chapter 19.25 have installed, maintained, and operated such markers and lights as the Manager shall deem necessary to indicate to the operators of aircraft the presence of hazards.

19.25.120 Borough Land Use Authority. Notwithstanding any other provisions of this Chapter 19.25, no use of property for which a variance has been obtained from the Kodiak Island Borough planning and zoning commission or with respect to which that commission has determined that a variance is unnecessary shall be deemed to violate this Chapter 19.25.

CHAPTER 19.30 – AVIATION FACILITY USE RESTRICTIONS AND RULES

Sections:

- 19.30.010 Partial or Complete Closure of an Aviation Facility.
- 19.30.020 Abandoned and Disabled Aircraft.
- 19.30.030 Aviation Facility Use Restrictions.

[Bold and underlined added. Deleted language ~~stricken through.~~

- 19.30.040 Prior Permission Required to Use Airport.
- 19.30.050 Aircraft Operator Risk.
- 19.30.060 Airport Approach and Departure Rules.
- 19.30.070 Airworthiness Certification.

19.30.010 Partial or Complete Closure of an Aviation Facility. If the Airport Manager believes the condition of an Aviation Facility or any portion thereof is unsafe for aircraft operations, the Airport Manager shall issue a NOTAM closing the Aviation Facility or portion thereof to aircraft operations. When the Airport Manager determines that the Aviation Facility or closed portion thereof has returned to a condition permitting the safe operation of aircraft, the Manager shall issue a NOTAM reopening the Aviation Facility or portion thereof to aircraft operations.

19.30.020 Abandoned and Disabled Aircraft.

- (a) No person may abandon an aircraft anywhere on an Aviation Facility.
- (b) An aircraft on an Aviation Facility that the Airport Manager determines is abandoned or derelict shall be subject to impound and removal by the City under 19.55.010 at the expense and risk of the owner of the aircraft.
- (c) The owner shall promptly remove a disabled aircraft and any parts thereof from a movement area of the Airport unless applicable law requires, or the Airport Manager or other person having jurisdiction orders, the removal to be delayed pending investigation of an accident.

19.30.030 Aviation Facility Use Restrictions.

- (a) Except in an emergency, the Airport is closed to
 - (1) turbojet-powered fixed wing aircraft;
 - (2) propeller-driven, fixed wing aircraft with a
 - (A) maximum approach speed, as established by the FAA, in excess of 90 nautical miles per hour; or
 - (B) wingspan in excess of 49 feet;
 - (3) aircraft not equipped with a radio;
 - (4) gliders;
 - (5) balloons and other lighter-than-air craft;
 - (6) scheduled air carrier operations;
 - (7) touch and go aircraft operations unless authorized by the Airport Manager;
 - (8) flight instruction activities involving the landing and take-off of aircraft; and
 - (9) parachute jumping.
- (b) Except in an emergency or with prior permission by the Airport Manager, Trident Basin is closed to use by all aircraft, except propeller-driven, radio-equipped, float-equipped or amphibious, fixed wing aircraft with a wingspan less than 49 feet;

[Bold and underlined added.] Deleted language stricken through.

(c) Except in an emergency and when necessary to service aircraft or mooring structures, Lilly Lake and the shore side facilities of Trident Basin are closed to all boats, kayaks or other watercraft. Any vessel in violation of this subsection (c) shall be subject to the same impound procedures as aircraft under Chapter 19.55. In addition, any person who violates this subsection (c) shall pay a penalty fee of \$100.

(d) Except in an emergency, when safety dictates, or upon prior approval of the Airport Manager, aircraft operations on the Airport are confined to designated runways, water lanes, taxiways, taxi lanes, aprons, and aircraft parking areas. When the Airport Manager determines it is necessary for safe and secure operation of the Airport, the Airport Manager may, by control device or order, regulate, control, and direct the availability of a runway, water lane, taxiway, taxi lane, apron, or aircraft parking area on the Airport. The Airport Manager shall limit the use, time, type, weight, dimensions, and number of aircraft allowed to use an aircraft parking area when the manager determines that the limitation is justified by the design, safety, maintenance, or operation of the parking area or the Airport. The Airport Manager may segregate aircraft operations on the Airport according to aircraft use, size, type, or weight. The manager shall give notice of the manager's orders, limitations, and aircraft operation segregation decisions under this section by

- (1) posting in the affected areas of the airport; or
- (2) issuing a NOTAM.

(e) The Airport Manager shall limit, by order, the use, time, type, weight, dimensions, and number of aircraft allowed to use Trident Basin when the manager determines that the limitation is justified by the design, safety, maintenance, or operation of Trident Basin. The Airport Manager may segregate aircraft operations at Trident Basin according to aircraft use, size, type, or weight. The manager shall give notice of the manager's orders, limitations, and aircraft operation segregation decisions under this section by

- (1) posting in the affected areas of Trident Basin; or
- (2) issuing a NOTAM.

(f) A person may not conduct an aircraft show or other aeronautical demonstration at an Aviation Facility without the prior written approval of the Airport Manager.

(g) Aviation Facilities are open to aircraft operations only during daylight, Visual Flight Rule conditions. Provided however, that aircraft may be operated at an Aviation Facility under a Special Visual Flight Rules clearance granted by the Kodiak air traffic control tower.

(h) No person shall taxi an aircraft across any upland boundary of the Airport or Trident Basin. No person shall tow an aircraft across any upland boundary of the Airport or Trident Basin without the written permission of the Airport Manager. Maps of the upland boundaries of the Airport and Trident Basin are on file at the Airport Manager's office.

19.30.040 Prior Permission Required to Use Airport.

[Bold and underlined added.] Deleted language stricken through.]

(a) Except in an emergency or as provided in 19.30.040(e), no person shall land or otherwise operate an aircraft on the Airport, including Lilly Lake, without first obtaining the written permission of the City, in the form of an Airport use permit, and paying the appropriate Airport use fee required under Chapter 19.75.

(b) To obtain the City's permission required under (a) of this section, a person must

(1) Obtain an Airport access application / permit form from the Airport Manager;

(2) Submit a completed and signed application / permit form to the Airport Manager by facsimile, U.S. Mail, express delivery, or hand delivery;

(3) Identify, by make, model, and FAA registration number, all aircraft the applicant intends to operate at the Airport under the permit;

(4) Choose in the application the permit term desired from among the following options

(A) one to seven days;

(B) eight to 30 days; or

(C) 31 days to one year; and

(5) Submit payment of the appropriate Airport use fee required under Chapter 19.75.

(c) The Airport Manager will approve the application and sign the permit, unless the applicant

(1) failed to provide all of the information required in the application;

(2) is in material default of any agreement or contract with the City; or

(3) is in material default of any tax or payment owed to the City.

(d) Except in an emergency or as provided in (e) of this section, and in addition to any other fees and penalties as may be imposed under this Title 19, any person who lands or otherwise uses the Airport without the prior written permission of the City or lands an aircraft not listed in that person's Airport use permit, shall pay to the City a penalty fee of \$200.00. If the person fails to pay all fees payable to the City, including the penalty fee, before departure from the Airport, the person's aircraft shall be subject to impound under 19.55.010 immediately upon the aircraft's next arrival at the Airport.

(e) A person may land an aircraft at the Airport one time without the City's prior written permission without being subject to the penalty fee or aircraft impoundment under 19.30.040(d), only if the person contacts the Airport Manager and complies with 19.30.040(b) within 48 hours after landing.

19.30.050 Aircraft Operator Risk. A person who brings an aircraft onto, or keeps an aircraft on, an Aviation Facility does so at the person's own risk with respect to the security, maintenance, and operation of the aircraft, and acknowledges the following:

[Bold and underlined added.] Deleted language stricken through.

(a) The Airport is located in a developed area with commercial and residential structures in close proximity to the runway and Lilly Lake;

(b) The elevation of both ends of the Airport runway are situated such that an aircraft operator at one end of the runway cannot see the opposite end, nor can an aircraft operator preparing for a north-bound takeoff from Lilly Lake see the north end of the Airport runway; and

(c) The Airport does not meet FAA standards for runway safety areas, runway object free areas, runway gradients, runway approaches, and other FAR Part 77 surfaces, runway protection zones, and aircraft, vehicle and pedestrian separations.

(d) The saltwater areas typically used for aircraft takeoffs and landings by users of Trident Basin are not monitored by the City for floating obstacles; and

(e) Boats and exposed, semi-submerged, and submerged rocks in saltwater areas used for aircraft maneuvering by users of Trident Basin can be hazardous to aircraft operations.

19.30.060 Airport Approach and Departure Rules.

(a) When taking off from the Airport, all aircraft will use a non-standard departure pattern which provides for a turn to the east, or a right-hand turn when taking off in a northerly direction and a left-hand turn when taking off in a southerly direction.

(b) When approaching the Airport to land, all aircraft will use a non-standard approach pattern which provides for an approach from the east, making a left-hand turn when landing south and making a right-hand turn when landing north.

(c) In connection with the Airport, nothing in this section shall be construed as precluding a straight-in approach to land or a straight-out departure after takeoff, so long as the aircraft is otherwise operated in compliance with this chapter, and so long as the approach does not interfere with other aircraft operating in compliance with this chapter. In any case, the right-of-way rules of the Federal Aviation Regulations, Part 91, as amended, shall prevail.

(d) The traffic advisory practices at non-tower airports contained in the Aeronautical Information Manual, dated February 16, 2006, as regularly updated by the FAA and published by the U.S. Government Printing Office, 732 North Capital Street, Washington, D.C. 20401, are adopted and shall constitute the laws of the City relating to aircraft traffic practices at Aviation Facilities. The Airport Manager and the city clerk shall keep a copy of the manual on file in their respective offices.

(e) All aircraft, upon takeoff or landing at an Aviation Facility, shall monitor and maintain two-way radio communications with frequency 119.8 (Kodiak Tower).

19.30.070 Airworthiness Certification. All aircraft operating on an Aviation Facility must bear current airworthiness certificates issued by the FAA.

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CHAPTER 19.40 – AIRCRAFT PARKING – MUNICIPAL AIRPORT

Sections:

- 19.40.010 Aircraft Parking Space Designation
- 19.40.020 Transient Aircraft Parking.
- 19.40.030 Long-term Aircraft Parking.
- 19.40.040 Lilly Lake Exclusion

19.40.010 Aircraft Parking Space Designation. The Airport Manager will designate aircraft parking space for long-term and transient uses.

(a) The Airport Manager will consider the following factors when determining the amount of aircraft parking space to designate for long-term and transient uses:

(1) The space needed to satisfy the demand for long-term aircraft parking on the Airport; and

(2) The anticipated amount of demand for transient aircraft parking, including seasonal variations in demand.

(b) If the Airport Manager determines that amount of aircraft parking space available on the Airport is insufficient to satisfy the demand for both long-term and transient parking, the Airport Manager will give priority to satisfying the demand for long-term parking.

(c) The Airport Manager will designate the locations of long-term and transient aircraft parking spaces on the Airport by space number shown on a map available at the Airport Manager's office.

19.40.020 Transient Aircraft Parking.

(a) A person desiring to temporarily park an aircraft on Airport property for 30 days or less, shall, immediately upon arrival at the Airport, park the aircraft in a transient aircraft parking area designated by the Airport Manager, sign a transient parking permit, and pay the fee required under Chapter 19.75. The permit shall identify the person, the aircraft, and the designated parking location, and shall specify the length of time the aircraft will be allowed to park on the Airport.

(b) If, after a person signs a transient parking permit and pays the required fees, the person desires to remain for a longer time, the person shall contact the Airport Manager to obtain a permit extension and pay the additional fees due.

(c) Transient aircraft parking fees are non-refundable. If, after a person signs a transient parking permit and pays the required fees, the person removes the aircraft from the Airport before the time allowed in the permit expires, the City will neither grant a refund, nor credit any unused balance of the fee to any existing obligation to the City or to any future use of the Airport by the person.

(d) A person who violates a requirement of this section shall pay a penalty fee of \$100, plus any transient parking fees due.

(e) The Airport Manager may impound any aircraft parked on the Airport in violation of this section.

[Bold and underlined added. Deleted language stricken through.]

(f) There is no City-owned transient aircraft parking space available on Lilly Lake.

19.40.030 Long-term Aircraft Parking.

(a) A person desiring to park an aircraft on Airport property for more than 30 days shall submit to the Airport Manager an application / permit for a long-term aircraft parking space, together with payment for the first year's rent as required under Chapter 19.75.

(b) If adequate parking space is available, the Airport Manager will approve the application and sign the permit, unless the applicant

(1) failed to provide all of the information required in the application;

(2) is in material default of any agreement or contract with the City; or

(3) is in material default of any tax or payment owed to the City.

(c) A long-term aircraft parking permit shall identify the applicant / permittee, the aircraft, and the designated parking location, and shall have a maximum term of five years.

(d) A permit shall be subject to termination by the City or the permittee upon 30 days advance written notice to the other party, with any unused rent refunded to the permittee after deducting the amount of any other rent or fee owed to the City by the permittee. Any refund will be determined by counting the last partial day of use as a whole day and will be mailed to the person at the mailing address provided in the permit.

(e) The rent for a permit shall be payable annually in advance and shall be subject to change by the City at intervals of not less than 12 months.

(f) A long-term aircraft parking permit is granted for use of a designated parking space by the permittee, and for the aircraft, named in the permit. A permit is non-transferable and may not be assigned to any other person by the permittee. A permittee may not sublet or loan the parking space designated in the permit to any other person. A permittee may not place an aircraft in the designated space other than the aircraft named in the permit without the written permission of the Airport Manager.

(g) The Airport Manager may impound any aircraft parked on the Airport in violation of this section.

19.40.040 Lilly Lake Exclusion. This Chapter 19.40 does not apply to aircraft parking on Lilly Lake.

CHAPTER 19.50 – AIRCRAFT PARKING – TRIDENT BASIN

Sections:

19.50.010 Aircraft Slip Designation.

19.50.020 Transient Aircraft Parking.

19.50.030 Transient Use of Trident Basin by Airport Use Permit Holders.

[Bold and underlined added. Deleted language stricken through.]

- 19.50.040 Upland Aircraft Parking.
- 19.50.050 Long-term Aircraft Parking.

19.50.010 Aircraft Slip Designation. The Airport Manager will designate aircraft parking slips at Trident Basin for long-term and transient uses.

(a) The Airport Manager will consider the following factors when determining the amount of aircraft parking slip space to designate for long-term and transient uses:

(1) The amount of space needed to satisfy the demand for long-term aircraft parking at Trident Basin; and

(2) The anticipated amount of demand for transient aircraft parking at Trident Basin, including seasonal variations in demand.

(b) If the Airport Manager determines that amount of aircraft parking space available at Trident Basin is insufficient to satisfy the demand for both long-term and transient parking, the Airport Manager will give priority to satisfying the demand for long-term parking, while reserving at least two aircraft slips for transient use.

(c) The Airport Manager will designate the locations of long-term and transient aircraft parking slips at Trident Basin by slip number shown on a map available at the Airport Manager's office. A slip designated for transient use shall also be identified by a sign posted at the slip.

19.50.020 Transient Aircraft Parking.

(a) Transient aircraft parking space at Trident Basin is limited and is rented on a first-come, first-served basis.

(b) Transient aircraft parking space is available for rent on a day-to-day basis only, not to exceed 30 consecutive days.

(c) Immediately upon the departure of an aircraft from a transient parking space, the space shall be available for use by another aircraft operator.

(d) A person who desires to use a transient parking space must, immediately after arrival at Trident Basin, contact the Airport Manager or the City's contract agent, as indicated by a sign posted at the space, sign a transient space permit, and pay the daily parking fee specified under Chapter 19.75 for the number of days the person's aircraft is anticipated to continuously occupy the space.

(e) If, after a person signs a transient parking permit and pays the required fees, the person desires to remain longer, the person shall contact the Airport Manager or the City's contract agent to obtain a permit extension and pay the additional fees due.

(f) Transient aircraft parking fees are non-refundable. If, after a person signs a transient parking permit and pays the required fees, the person removes the aircraft from Trident Basin before the time allowed in the permit expires, the City will neither grant a refund, nor credit any unused balance of the fee to any existing obligation to the City or to any future use of Trident Basin by the person.

(g) A person who violates a requirement of this section shall pay a penalty fee of \$100, plus any transient parking fees due.

[Bold and underlined added. Deleted language stricken through.]

(h) The Airport Manager may impound any aircraft parked at Trident Basin in violation of this section.

19.50.030 Transient Use of Trident Basin by Airport Use Permit Holders.

(a) A holder of a one-year Airport Use Permit granted under 19.30.040 may use transient aircraft moorage and parking space at Trident Basin for the incidental pick-up and drop-off of passengers or goods, subject to the following conditions:

(1) the Airport Manager grants an endorsement on the Airport Use Permit authorizing the permit holder to make incidental use of transient moorage and parking space at Trident Basin;

(2) the permit holder pays the annual incidental transient use fee under Chapter 19.75. The fee is non-refundable; and

(3) regardless of the date of the endorsement granted under (a)(1) of this section 19.50.030, the permit holder's authority to make incidental use of transient moorage and parking space at Trident Basin shall expire on the same date as the holder's Airport Use Permit expires or is cancelled.

(b) An endorsement granted under (a)(1) of this section 19.50.030 only entitles the permit holder to the incidental use of vacant transient moorage or parking space and does not reserve any particular space for the permit holder's use.

(c) Immediately upon the departure of the permit holder's aircraft from a transient moorage or parking space, the space shall be available for use by another aircraft operator.

(d) A person who violates a requirement of this section shall pay a penalty fee of \$100, plus any transient parking fees due.

(e) The Airport Manager may impound any aircraft parked at Trident Basin in violation of this section.

(f) For the purpose of this section 19.50.030, "incidental use" means the parking of an aircraft in transient moorage or parking space at Trident Basin for an aggregate period not exceeding two hours per calendar day.

19.50.040 Upland Aircraft Parking.

(a) Upland aircraft parking space at Trident Basin is limited and is rented on a first-come, first-served basis.

(b) Upland parking may be used only for float-equipped and amphibious aircraft.

(c) Upland parking space is available for rent on a day-to-day basis only, not to exceed 30 consecutive days.

(d) Immediately upon the departure of an aircraft from an upland parking space, the space shall be available for use by another aircraft operator.

(e) A person who desires to use an upland parking space must, prior to use, contact the Airport Manager or the City's contract agent, as indicated by a sign posted at the space, sign an upland parking permit, and pay the daily parking

[Bold and underlined added.] Deleted language stricken through.

fee specified under Chapter 19.75 for the number of days the person's aircraft is anticipated to continuously occupy the space.

(f) If, after a person signs an upland parking permit and pays the required fees, the person desires to remain longer, the person shall contact the Airport Manager or the City's contract agent to obtain a permit extension and pay the additional fees due.

(g) Upland parking fees are non-refundable. If, after a person signs an upland parking permit and pays the required fees, the person removes the aircraft from upland parking before the time allowed in the permit expires, the City will neither grant a refund, nor credit any unused balance of the fee to any existing obligation to the City or to any future use of Trident Basin by the person.

(h) A person who violates a requirement of this section shall pay a penalty fee of \$100, plus any upland parking fees due.

(i) The Airport Manager may impound any aircraft parked at Trident Basin in violation of this section.

19.50.040 Long-term Aircraft Parking.

(a) A person desiring to park an aircraft at Trident Basin for more than 30 days shall submit to the Airport Manager an application / permit for a long-term aircraft parking space, together with payment for the first year's rent as required under Chapter 19.75.

(b) If adequate parking space is available, the Airport Manager will approve the application and sign the permit, unless the applicant

(1) failed to provide all of the information required in the application;

(2) is in material default of any agreement or contract with the City; or

(3) is in material default of any tax or payment owed to the City.

(c) A long-term aircraft parking permit shall identify the applicant / permittee, the aircraft, and the designated parking location, and shall have a maximum term of five years.

(d) A permit shall be subject to termination by the City or the permittee upon 30 days advance written notice to the other party, with any unused rent refunded to the permittee after deducting the amount of any other rent or fee owed to the City by the permittee. Any refund will be determined by counting the last partial day of use as a whole day and will be mailed to the person at the mailing address provided in the permit.

(e) The rent for a permit shall be payable annually in advance and shall be subject to change by the City at intervals of not less than 12 months.

(f) A long-term aircraft parking permit is granted for use of a designated parking space by the permittee, and for the aircraft, named in the permit. A permit is non-transferable and may not assigned to any other person by the permittee. A permittee may not sublet or loan the parking space designated in the permit to any other person. A permittee may not place an aircraft in the designat-

[Bold and underlined added. Deleted language stricken through.]

ed space other than the aircraft named in the permit without the written permission of the Airport Manager.

(g) The Airport Manager may impound any aircraft parked at Trident Basin in violation of this section.

(h) During a period for which the Airport Manager determines that the demand for transient aircraft parking space at Trident Basin exceeds, or will exceed, the transient aircraft parking space designated under 19.50.010, the Manager will mail or deliver a written notice to each long-term aircraft parking permit holder at the most recent address provided by the permittee. The notice will include a statement of the beginning and ending dates of the period during which the Airport Manager anticipates that transient parking space demand will exceed the amount of space designated for that purpose. If a long-term parking space permittee gives advance written notice to the Airport Manager that, during the period stated in the Manager's notice, the permittee's aircraft will be absent from the permittee's long-term parking space for more than seven consecutive days, specifying the beginning and ending dates of the anticipated absence, then during the period of absence stated in the permittee's notice

(1) the Airport Manager may authorize others to use the space for transient aircraft parking under 19.50.020 at their sole risk;

(2) the City will credit to the permittee's space rent obligation one half of any transient aircraft fee parking revenue the City collects from transient use of the permittee's space; and

(3) the permittee may not park an aircraft in the permittee's space.

CHAPTER 19.55 – AIRCRAFT IMPOUND

Sections:

19.55.010 Aircraft Impound.

19.55.010 Aircraft Impound.

(a) An aircraft abandoned, operated, or parked in violation of this Title 19 may be impounded at the discretion of the Airport Manager by

(1) affixing a notice, seal, or tag to the aircraft;

(2) affixing a locking device on the propeller of the aircraft; or

(3) moving the aircraft to an impound location determined by the Airport Manager.

(b) All aspects of the impound process, including any damage to the impounded aircraft and any inconvenience to the aircraft owner, shall be at the sole cost and risk of the aircraft owner.

(c) Except in the circumstances described in 19.55.010(d), the Airport Manager shall not impound an aircraft without first providing notice and an opportunity for a hearing on the impoundment under this subsection.

(1) At least 15 days before impounding the aircraft, the Airport Manager shall (i) post notice of the impoundment on the aircraft, in the Airport Manager's office, and at the City offices; and (ii) mail the notice

[Bold and underlined added. Deleted language stricken through.]

by certified mail, return receipt requested, to the last-known address of the registered owner of the aircraft.

(2) The notice of proposed impoundment shall contain (i) the name and number of the aircraft; (ii) the name and address, if known, of the registered owner of the aircraft; (iii) the location of the aircraft; (iv) a statement that unless a hearing is requested, the Airport Manager will impound the aircraft under this section within 15 days after the date of the notice; (v) a statement that the right to a hearing will be waived if not timely requested and the Airport Manager may proceed with impoundment and sale or other disposition of the aircraft authorized by law; and (vi) the name, address and telephone number of the Airport Manager or other City representative to be contacted concerning the impoundment.

(3) A person claiming an interest in the aircraft may obtain a hearing on the impoundment of the aircraft by requesting the hearing in writing at the office of the Airport Manager not more than 15 days after the date of the notice of impoundment.

(d) If the Airport Manager determines that the condition of an aircraft constitutes a safety hazard to persons or property, and that damage from such condition will more likely than not occur within the notice period required under 19.55.010(c), the Airport Manager may take reasonable steps to prevent such damage without prior notice or hearing, including without limitation impounding the aircraft. Promptly after impounding an aircraft under this subsection, the Airport Manager shall give notice of the impoundment in accordance with 19.55.010(c)(1). A person claiming an interest in the aircraft may obtain a hearing on the impoundment of the aircraft by requesting the hearing in writing at the office of the Airport Manager not more than 15 days after the date of the notice of impoundment.

(e) Upon the timely written request by a person claiming an interest in an impounded aircraft, a hearing officer designated by the City Manager shall conduct a hearing on the impoundment within seven (7) days after the request. The sole issue before the hearing officer shall be whether there is probable cause to impound the aircraft. Probable cause to impound shall mean a state of facts that would lead a person of ordinary care and prudence to believe that one or more of the grounds stated in 19.55.010(a) for impounding the aircraft has occurred and is continuing. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by the technical rules of evidence. Any person claiming an interest in the aircraft may appear, present evidence, and cross-examine witnesses. The hearing shall be recorded. Within seven (7) days after the conclusion of the hearing, the hearing officer shall prepare a written decision whether to impound the aircraft, or, in the case of a post-impoundment hearing, whether to release the aircraft from impoundment, stating the reasons for the decision. The hearing officer shall provide a copy of the decision to each person who appeared at the hearing and claimed an interest in the aircraft. The hearing officer's decision has no effect on any criminal proceeding for the violation of this chapter, which will be resolved by the court regardless of the impoundment decision.

[Bold and underlined added.] Deleted language stricken through.

(f) A person who is adversely affected by a decision by the hearing officer may appeal to the City Manager. The City Manager's decision in an appeal of an hearing officer decision shall be in writing and give the reasons for the City Manager's approval or denial of the appeal. The City Manager's decision in an appeal shall be the final administrative decision of the City that may be appealed to superior court under the Alaska Rules of Appellate Procedure.

(g) The Airport Manager shall not release an impounded aircraft to the owner, nor shall the owner or operator remove an aircraft from impound, unless the owner redeems the aircraft by paying

- (1) The impound fee specified in 19.75;
- (2) The daily impound storage fee specified in 19.75;
- (3) The City's actual cost of impounding, and towing or otherwise relocating the aircraft, including legal and administrative costs; and
- (4) any other fee the person owes the City under this Title 19.

(h) An impounded aircraft that is not redeemed by the owner within ninety days after the date on which the aircraft was impounded shall be considered abandoned and shall be subject to sale by the City at public auction. Notice of any auction shall be published in a newspaper of general circulation in the City at least once during each of three consecutive weeks. The first and last appearances of the published notice shall not be more than thirty days nor less than seven days, respectively, before the time set for the auction. All proceeds of the sale shall be the property of the City.

CHAPTER 19.60 – FUEL AND FUELING

Sections:

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|-----------|--|
| 19.60.010 | Fueling and fuel storage. |
| 19.60.020 | Fuel personnel training. |
| 19.60.030 | Fuel spill prevention and response plan. |
| 19.60.040 | Fueling apparatus electrical bonding. |
| 19.60.050 | Labeling |
| 19.60.060 | Fueling facilities. |
| 19.60.065 | Commercial fueling. |

19.60.010 Fueling and Fuel Storage.

- (a) No aircraft shall be fueled or defueled while the engine is running.
- (b) No aircraft shall be fueled or defueled while the engine is being warmed by applications of exterior heat or while the aircraft is in a hangar or an enclosed space.
- (c) No person shall smoke, light a match, or have any open flame within 50 feet of an aircraft being fueled or defueled.
- (d) No person shall operate any radio transmitter or receiver, or operate the switch of any electrical circuit on an aircraft during fueling or defueling.
- (e) Persons engaged in the fueling or defueling of aircraft shall make every possible effort to prevent the overflow or spilling of fuel. In the event of a fuel overflow or spill, the person shall immediately take appropriate measures to

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contain and clean up the fuel, prevent the fuel from draining into soil or water bodies, and report the overflow or spill to the Airport Manager. The person shall also promptly report the fuel overflow or spill to each regulatory agency that requires a report of that overflow or spill and repair any fuel leak and equipment failure or defect that caused or contributed to the overflow or spill.

(f) No person shall use any material during fueling or defueling of aircraft that is likely to cause a spark or be a source of ignition.

(g) No person shall start an engine of any aircraft when there is any gasoline on the ground under the aircraft.

(h) Fuel hoses, containers, storage tanks, and related equipment shall be maintained in a safe, sound and non-leaking condition.

(i) No person shall fuel or defuel an aircraft without adequate fire extinguishers or equivalent fire protection equipment immediately available to the fueling location.

(j) All fueling, defueling, fuel transfer, and fuel storage shall be conducted in accordance with applicable City and State of Alaska fire codes.

19.60.020 Fuel personnel training. Any person who engages in fuel delivery, fueling, defueling or fuel storage on an Aviation Facility shall ensure that they and all their personnel who handle fuel on the Aviation Facility are trained in safe fuel handling practices, fire safety, spill prevention and spill response.

19.60.030 Fuel spill prevention and response plan.

(a) Any person who engages in fuel delivery, fueling, defueling, or fuel storage on an Aviation Facility shall maintain spill prevention and response capability that is adequate for the for the volume of fuel being handled and is readily accessible to the site or on the vehicle where the fuel is handled, stored, transported, or dispensed.

(b) Any person who engages in commercial fuel delivery, fueling, defueling or fuel storage on an Aviation Facility shall, before operating on the Aviation Facility, submit to the Airport Manager a written fuel spill prevention and response plan that includes

(1) the measures the person will take to prevent a spill or release of fuel;

(2) the steps the person will take, in the event of a spill or release of fuel,

to

(A) stop the spill or release; and

(B) contain and prevent spreading or migration of any fuel released;

(3) the person's plan for immediate notification describing any spill or release of fuel to the Airport Manager and to each regulatory agency that requires such a report.

(c) Neither the submission of a plan by a person under this section, nor the receipt of the plan by the Airport Manager shall be construed as approval of the plan by the Airport Manager or the City.

[Bold and underlined added. Deleted language stricken through.]

19.60.040 Fueling apparatus electrical bonding. Before fueling an aircraft from a tanker truck, fuel tender, or fixed fueling facility, the aircraft and the truck, tender, or fixed facility shall be connected by cable so as to establish a condition of zero electric potential between them.

19.60.050 Labeling. In addition to any labels or signs required by applicable law, a person who engages in fuel delivery, fueling, defueling or fuel storage on an Aviation Facility shall place on the person's storage tank, tank truck, fuel tender or other fuel container on the Aviation Facility adequate marking and labeling to identify the contents by fuel type and octane rating.

19.60.060 Fueling facilities. Any fuel storage tank, fuel dispensing apparatus or other fuel handling facility placed or used on an Aviation Facility must conform to applicable environmental law and the City's fire prevention code. Before constructing or installing a fuel storage tank, fuel dispensing apparatus or other fuel handling facility on an Aviation Facility, a person must

- (a) obtain a lease for the land from the City;
- (b) submit to the Airport Manager plans for the construction or installation and any other related information the Airport Manager may require in order to provide for the safety of the public; and
- (c) obtain the Airport Manager's written approval to proceed.

19.60.065 Commercial fueling.

(a) No person shall engage in fuel delivery, dispensing, or storage for commercial purposes on an Aviation Facility without first

- (1) obtaining a land lease from the City authorizing the fuel activity from a fixed facility on Aviation Facility land; or
- (2) obtaining a fuel dispensing permit from the Airport Manager authorizing the fuel activity to be conducted from a mobile device; and
- (3) paying any fee required under Chapter 19.75.

(b) The City recognizes that excessive competition can make it uneconomic for commercial fuel suppliers to operate at Trident Basin and that having fuel available at Trident Basin is essential for the safe operation of aircraft. Therefore, the dispensing and storage of aviation fuel for retail sale at Trident Basin shall be conducted by not more than one lessee or permittee of the City until the volume of fuel sold exceeds 10,000 gallons per year for one year.

(c) The City Manager may require all commercial fuel vendors serving an Aviation Facility to submit a quarterly report of all fuel dispensed for sale at, or delivered to, each Aviation Facility during each calendar quarter. The report must be submitted to the City Manager within 30 days following the close of each calendar quarter.

CHAPTER 19.65 – ACCIDENTS

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Sections:

- 19.65.010 Aircraft accidents.
- 19.65.020 Motor vehicle accidents.
- 19.65.030 Bodily injury and property damage.
- 19.65.040 Definitions.

19.65.010 Aircraft Accidents.

(a) The owner or operator of an aircraft involved in an aircraft accident or incident at an Aviation Facility shall report the accident or incident to the Airport Manager and the FAA

(1) immediately, if the aircraft or a condition of the Aviation Facility poses an imminent safety hazard,

(2) within one hour after the accident or incident or as soon as possible thereafter, if the accident or incident involves bodily injury or death or damage to any one person's property in excess of \$2000; and

(3) if otherwise, within twenty-four hours after the accident or incident or as soon as possible thereafter.

(b) The accident report shall include

(1) the make, model, and registration number of the aircraft involved;

(2) the names and mailing addresses of the persons involved;

(3) the date, time, and a description of the accident or incident;

and

(4) such other information as the Airport Manager or the FAA may reasonably require.

19.65.020 Motor vehicle accidents

(a) The owner or operator of a motor vehicle involved in an accident that occurs on any part of an Aviation Facility, other than a public street, shall report the accident to the Airport Manager

(1) within one hour after the accident or as soon as possible thereafter, if the accident involves bodily injury or death or damage to any one person's property in excess of \$2000; and

(2) if otherwise, within twenty-four hours after the accident or as soon as possible thereafter.

(b) The accident report shall include

(1) the make, model, license plate number of the vehicle involved;

(2) the names and mailing addresses of the persons involved;

(3) the name and address of the vehicle's registered owner;

(4) the date, time, and a description of the accident; and

(5) such other information as the Airport Manager may reasonably require.

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19.65.030 Bodily injury and property damage.

(a) Any person who damages, by any means, a fence, gate, gate control, light, fixture, or other City-owned property on an Aviation Facility shall

(1) report the damage

(A) immediately to the Airport Manager and the Kodiak Air Traffic Control Tower, if the damage is likely to adversely impact the safety of aircraft operations on, or the security of, the Aviation Facility; or

(B) as soon as possible, but no later than 48 hours after the damage occurred, to the Airport Manager, if the damage will not adversely impact the safety of aircraft operations on, or the security of, the Aviation Facility; and

(2) be fully responsible

(A) to pay all costs related to the repair, restoration, or replacement of the damaged property, including the City's legal and administrative costs; and

(B) for any bodily injury or property damage that occurs as a direct or indirect result of the person's damage to City-owned property.

(b) If a person who is injured on an Aviation Facility by, or owns property on an Aviation Facility damaged by, the City, a City employee, or by City-owned property, the injured person or their representative, or the owner of the damaged property, as applicable, shall report the accident to the Airport Manager within

(1) one hour after the injury or damage or as soon as possible thereafter if the accident involves bodily injury or death or damage to any one person's property in excess of \$2000; and

(2) if otherwise, within twenty-four hours after the accident or as soon as possible thereafter.

19.65.090 Definitions. In this chapter,

(a) "aircraft accident" has the meaning given in 49 C.F.R. 830.2, as amended;

(b) "incident" has the meaning given in 49 C.F.R. 830.2, as amended.

CHAPTER 19.70 – GENERAL RULES OF CONDUCT

Sections:

- 19.70.010 General rules of conduct.
- 19.70.020 Non-responsibility.
- 19.70.030 Aircraft engine testing.
- 19.70.040 Explosives on an Aviation Facility.

19.70.010 General Rules of Conduct.

(a) No person shall, without the permission of the Airport Manager:

[Bold and underlined added.] Deleted language stricken through.

(1) Destroy, injure, deface or disturb in any way any building, signs, equipment, marker, or other structure, tree, flower, lawn or other property on an Aviation Facility.

(2) Alter, make additions to, erect any building or sign, or excavate or fill land, shorelands or tidelands on an Aviation Facility.

(3) Abandon any personal property on an Aviation Facility.

(4) Interfere with, tamper with, unlawfully remove or injure any part of an Aviation Facility or any of the equipment thereof.

(5) Enter any restricted area posted as being closed to the public or a movement area except:

(i) persons assigned to duty therein by the Airport Manager;

(ii) authorized representatives of the City and FAA;

(iii) persons authorized by the Airport Manager;

(iv) pilots, to access and operate their aircraft;

and

(v) passengers under the supervision of a pilot, for purposes of boarding or leaving an aircraft.

(6) Post, distribute or display signs, advertisements, circulars or any other printed matter on an Aviation Facility except with the approval of, and in the manner prescribed by, the Airport Manager.

(7) Travel on the Airport other than on the roads, walks, or places provided for the particular class of traffic the person is using.

(8) Hinder or obstruct another person, vehicle, or aircraft from the lawful use of an Aviation Facility.

(9) Dispose of garbage, ashes, or other waste material on an Aviation Facility.

(b) A person using an Aviation Facility shall comply with

(1) this Title 19, the KCC and other applicable law;

(2) orders the Airport Manager issues under applicable City, state or federal law;

(3) instructions, requirements, and restrictions that the Airport Manager has posted or indicated by sign, signal, or other control device, unless otherwise directed by the Airport Manager; and

(4) a law enforcement officer, or other City-authorized person directing aircraft, vehicle, or pedestrian traffic.

(c) No person shall interfere or tamper with, any aircraft or put in motion the engine of any aircraft, or use any aircraft, aircraft parts, instruments or tools on an Aviation Facility unless the person is the aircraft owner, has the per-

[Bold and underlined added.] Deleted language stricken through.

mission of the aircraft owner, or acts under the specific direction of the Airport Manager.

(d) A person may not dump snow anywhere on an Aviation Facility except

(1) in a location the Airport Manager has designated for that purpose;

(2) in a manner and location approved in writing by the Airport Manager; or

(3) as specifically authorized under a lease or permit issued to the person by the City.

(e) No person shall knowingly or willfully make any false statement or report to the Airport Manager.

(f) No person shall park a motor vehicle on an Aviation Facility in an area designed for moving traffic or in an area where motor vehicle parking is prohibited.

(g) No person shall operate a motor vehicle on an Aviation Facility in any manner other than in accordance with Title 19, the rules prescribed by the Airport Manager, and other laws applicable to the operation of motor vehicles.

(h) No person shall operate any motor vehicle in areas designated for the use of aircraft without the Airport Manager's prior permission.

(i) A person that operates any kind of motorized equipment on an Aviation Facility must be in possession of a valid operator's license, current and issued in the name of the person, required by law for the type of motorized equipment being operated.

(j) Except in the case of an emergency, no person shall operate a motor vehicle on an Aviation Facility contrary to the directions of posted signs.

(k) No person under the influence of intoxicating liquor, depressant, hallucinogenic, stimulant or narcotic drug, shall operate a motor vehicle on an Aviation Facility.

(l) No motor vehicle shall be operated on an Aviation Facility if, in the judgment of the Airport Manager, it is so constructed, equipped, or loaded as to endanger persons or property.

(m) The driver of any motor vehicle operated on an Aviation Facility must at all times comply with the lawful orders, signs, signals, and directives of the Airport Manager.

19.70.020 Non-responsibility. The City assumes no responsibility for loss, injury or damage to persons or property on an Aviation Facility, or using Airport Facilities by reason of fire, theft, vandalism, wind, flood, snow, earthquake or collision damage, nor does the City assume any responsibility for injury to persons while on the Airport or while using the facilities thereof.

19.70.030 Aircraft engine testing.

(a) An aircraft engine shall not be warmed up or run in engine test operations on an Aviation Facility in any manner that would result in a hazard to other aircraft, persons or property.

[Bold and underlined added.] Deleted language stricken through.

(b) Under no circumstances shall a person engage in an aircraft engine test operation on an Aviation Facility, unless

- (1) a competent operator is at the controls of the aircraft; or
- (2) the aircraft is securely tied down; and
- (3) on the Airport, the test takes place between the hours of 8:00 AM and 8:00 PM, prevailing local time.

(c) For the purposes of this section, an “aircraft engine test operation” does not include a pre-flight engine run-up normally conducted by a pilot prior to take-off.

19.70.040 Explosives on an Aviation Facility.

(a) No person may load, unload, transport, or possesses an explosive on an Aviation Facility without the written permission of the Airport Manager. A person seeking permission under this subsection (a) must be submit a written request to the Airport Manager at least 48 hours prior to the time the person desires to load, unload, transport, or posses an explosive on an Aviation Facility. Considering the safety of the public and the Aviation Facility, the Airport Manager may approve, condition, or deny a request for permission under this subsection (a).

(b) In this section, “explosive” has the meaning given in AS 11.81.900; “explosive” also includes fireworks as defined in AS 18.72.100.

CHAPTER 19.75 – USER RENTS AND FEES

Sections:

- | | |
|-----------|-----------------------|
| 19.75.010 | Land Rent |
| 19.75.020 | Airport Use Fees |
| 19.75.030 | Aircraft Parking Fees |
| 19.75.040 | Minimum Rent |
| 19.75.050 | Aircraft Impound Fees |

19.75.010 Land Rent

(a) In this section 19.75.010, the term “lease” includes a permit for use of Aviation Facility real property, but shall exclude an aircraft parking permit issued under Chapter 19.40 or 19.50. The rent charged for the use of Aviation Facility real property under a lease shall be the greater of

- (1) A percentage of fair market value as determined in a written appraisal prepared by an independent, qualified general real estate appraiser, certified under Alaska Statute 08.87. The percentage shall be the contemporary capitalization rate typically applied to fair market value to establish the rental rate for land leased by landlords in the Kodiak Island Borough real estate market, as determined by the appraiser; or
- (2) The minimum rent provided under 19.75.040.

(b) The Airport Manager may cause an individual lease lot to be appraised at any time.

[Bold and underlined added. Deleted language stricken through.]

(c) Notwithstanding (b) of this section, the Airport Manager will generally determine the rent for real property on an Aviation Facility according to the procedure provided in (d) through (h) of this section.

(d) Beginning in 2011 and at intervals of approximately five (5) years thereafter, the Airport Manager shall cause an appraisal to be conducted in a manner consistent with (a)(1) and (h) of this section to determine the contemporary capitalization rate and the fair market value of all the real property at an Aviation Facility that is under lease or available for lease.

(e) During the first 12 months following the date on which the Airport Manager accepts the appraisal performed under (d) of this section, the Manager shall establish the rental amounts for leases, as follows:

(1) for each new lease granted by the City under this Title 19, the rental shall be the fair market value of the premises multiplied by the capitalization rate, both as determined in the appraisal; and

(2) for each existing lease that becomes subject to a rent re-evaluation under the provisions of the lease, the rental shall be the fair market value of the premises, as determined in the appraisal, multiplied by the capitalization rate determined in the appraisal.

(f) At the beginning of the second, third, fourth, and fifth 12-month period following the date on which the Airport Manager accepts the appraisal performed under (d) of this section, the Manager shall adjust the fair market value of all the real property at an Aviation Facility that is under lease or available for lease.

(1) The Manager shall make the adjustment by applying the percentage increase or decrease, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 1982-84=100 ("CPI"), as published most recently by the United States Department of Labor, Bureau of Labor Statistics;

(2) The result of the adjustment shall be considered the appraised fair market value of each property during the respective 12-month period for which the adjustment is made; and

(3) If the CPI is revised or ceases to be published, the Airport Manager may, with the concurrence by resolution of the City Council, use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in the Airport Manager's judgment the CPI for the relevant period to make the adjustments required under this subsection (f).

(g) During each of the second, third, fourth, and fifth 12-month periods following the date on which the Airport Manager accepts the appraisal made under (d) of this section, the Manager shall establish the rental amounts for leases in the same manner as provided in (e) of this section, except that the Manager shall adjust the fair market value under (f) of this section.

(h) Under this section, when determining the fair market value of the premises of an existing lease, an appraiser shall appraise the property

(1) in its condition as of the inception of the lease; plus

[Bold and underlined added. Deleted language stricken through.]

- (2) any improvements or amenities subsequently provided by the City.

19.75.020 Airport Use Fees. The fees for use of the Airport under 19.30.040 shall be

- (a) \$15 per aircraft for a permit of one to seven days;
- (b) \$30 per aircraft for a permit of eight to 30 days; and
- (c) \$150 per aircraft for a permit of 31 days to one year;

19.75.030 Aircraft Parking Fees.

(a) The fees for use of an aircraft parking space on the Airport under Chapter 19.4019 shall be

- (1) \$15 per day, or portion thereof, for transient parking; and
- (2) \$450 per year for long-term parking.

(b) The fees for use of an aircraft parking space at Trident Basin under Chapter 19.5019 shall be

- (1) \$30 per day, or portion thereof, for transient parking;
- (2) \$15 per day, or portion thereof, for upland parking;
- (3) \$100 per year, or portion thereof, for incidental transient moorage or parking under an endorsement of a one-year Airport Use Permit;
- (4) \$1200 per year for long-term parking.

19.75.040 Minimum Rent. The minimum rent for a lease of real property, a permit for use of real property, or a permit granting a privilege on an Aviation Facility shall be \$500 per year, provided, however, that this minimum rent shall not apply to a permit for use of the Airport under 19.30.040 or for aircraft parking under Chapter 19.40 or 19.50.

19.75.050 Aircraft Impound Fees. The fees for impounding an aircraft under 19.55.010 shall be

- (a) \$100 for the impound fee; plus
- (b) \$50 per day for the impound storage fee; plus
- (c) The City's actual cost of impounding and towing or otherwise re-locating the aircraft, including legal and administrative costs.

CHAPTER 19.80 – LEASING OF AVIATION FACILITY REAL PROPERTY

Sections:

- 19.80.005 Aviation Facility land not available for sale.
- 19.80.010 Property available for lease or permit.
- 19.80.020 Qualifications of applicants or bidders.
- 19.80.030 Applications.
- 19.80.035 Filing fee and cost of appraisal or survey.
- 19.80.040 No right of occupancy; Application expiration.

[Bold and underlined added. Deleted language stricken through.]

- 19.80.050 Application processing procedure.
- 19.80.060 Length of lease term.
- 19.80.070 Additional rent.
- 19.80.080 Bidding procedure.
- 19.80.090 Lease execution.

19.80.005 Aviation Facility land not available for sale. City-owned land on an Aviation Facility is reserved for the support of aviation and is not available for sale.

19.80.010 Property available for lease or permit.

(a) Subject to the provisions of this chapter, City-owned real property on an Aviation Facility may be leased

(1) for aviation and aviation support purposes only, except that
 (A) non-aviation uses existing on the date of enactment of this chapter may continue for not more than 12 calendar months following the date of enactment; and

(B) a temporary non-aviation use may be authorized in writing by the Airport Manager, for the period of time set by the Manager, provided the Manager determines that the use is incidental to the aviation use of the property and will not hinder the use of the property for aviation purposes.

(2) as provided in this chapter unless the Airport Manager determines the property is required by the City for the operation or safety of the Aviation Facility, or for the construction, preservation, future construction, or future expansion of the Aviation Facility.

(b) Notwithstanding (a) of this section, land required by the City for the future construction or future expansion of Airport Facilities

(A) may be leased for an interim period not extending beyond the date on which the Airport Manager determines the land will be required for the construction or expansion; but

(B) may not be leased if the Airport Manager determines that granting the lease would interfere with, or jeopardize, the safe operation of an Aviation Facility.

(c) The Airport is designated as a general aviation airport primarily for recreational use. Subsequent to the effective date of this Chapter 19.80, 19 19no leases for aviation businesses shall be granted on the Airport except for

(1) aircraft maintenance and fueling businesses that primarily serve recreation pilots; and

(2) non-scheduled air carrier businesses.

(d) Use of real property on an Aviation Facility that is available for lease under (a), (b), or (c) of this section will be granted by

(1) lease, if the applicant proposes to construct permanent improvements on the premises or owns permanent improvements on the

[Bold and underlined added.] Deleted language stricken through.

premises by virtue of a previous lease or an assignment of an existing lease; or

(2) permit, in all other cases.

(e) For the purposes of this chapter, "permit" means a license that authorizes a person to use Aviation Facility land, but excludes an Airport use permit issued under 19.30.040, an aircraft parking permit issued under Chapter 19.40 or 19.50, and a fuel dispensing permit issued under 19.60.065.

(f) For the purposes of 19.80.020 through 19.80.090, the word "lease" includes a "permit," and "lessee" includes a "permittee."

19.80.020 Qualifications of applicants or bidders. An applicant or bidder for a lease is qualified if the applicant or bidder is:

(a) an individual at least eighteen (18) years of age;

(b) a group, association, or corporation which is authorized to conduct business under the laws of Alaska; or

(c) acting as an agent for another and has qualified by filing with the Airport Manager a proper power of attorney or a letter of authorization creating such agency. The agent shall represent only (1) one principal to the exclusion of himself. The term "agent" includes real estate licensees.

19.80.030 Applications.

(a) All applications for, or relating to, a lease of land on an Aviation Facility shall be submitted to the Airport Manager on forms provided by the Airport Manager, together with the non-refundable filing fee required under 19.80.035. The Airport Manager shall not accept an application that the Manager determines to be incomplete. Upon receipt of a complete application and filing fee, the Airport Manager shall cause the application to be stamped with the date and time of its receipt.

(b) With every application for a new lease, lease amendment, lease term extension, or lease renewal, the applicant shall submit

(1) a description of the purpose for which the property will be used;

(2) a development plan, if the applicant proposes to construct new improvements on the property. The development plan must show and state:

(A) The use, nature, proposed location on the premises, and estimated cost of improvements to be constructed;

(B) The type of construction; and

(C) The anticipated construction beginning and completion dates

(3) an explanation of how the applicant intends to finance the construction of any proposed improvements on the property. If the applicant plans to borrow funds, the applicant must include a letter from a bank or other lending institution expressing interest in providing financing for the improvements;

[Bold and underlined added. Deleted language ~~stricken through.~~]

(4) a business plan, if the applicant proposes to operate a business on the proposed premises. The plan must include

(A) a comprehensive description of the proposed business;

(B) the number of people the applicant expects to employ in the business during its first full year of operation;

(C) the number of customers the applicant expects business to serve during its first full year of operation;

(D) the applicant's source of operating capital. If the applicant plans to borrow funds, include a letter from a bank or other lending institution expressing interest in providing operating capital; and

(E) the applicant's estimate of the gross receipts of the business during its first year of full operation; and

(5) a site plan, if the land the applicant desires to lease is not a surveyed lot or tract. The site plan must show the location and dimensions of the proposed lease site, but need not be prepared by an engineer or surveyor; and

(6) if the applicant has purchased permanent improvements existing on the property, written evidence of the sale price and the payment thereof.

(c) Anytime during the processing of a lease application, the Airport Manager may request, and the applicant shall supply, any clarification or additional information that the Airport Manager reasonably determines is necessary for the Manager to process the application.

(d) Notwithstanding KCC 2.36.060, information submitted in a lease application under this section is not a public record, and shall remain confidential.

19.80.035 Filing fee and cost of appraisal or survey.

(a) When submitting an application under 19.80.030 for lease of land, the applicant shall pay a filing fee in the amount of one-hundred dollars (\$100.00).

(b) If the City approves the applicant's application and determines that an appraisal or survey of the premises is necessary prior to granting the lease, the applicant shall pay all costs associated with the appraisal or survey.

19.80.040 No right of occupancy and application expiration.

(a) Submitting an application for a lease does not give the applicant a right to lease or use the land requested in the application.

(b) If the Airport Manager does not reject the application, an application shall expire on the earlier of the following

(1) one-hundred-eighty (180) days after the date stamped on the application under 19.80.030(a) if the City and the applicant have not, by that time, entered into a lease; or

(2) the deadline date established under 19.80.090, including any extension of time granted there under.

[Bold and underlined added.] Deleted language stricken through.

19.80.050 Application processing procedure.

(a) The Airport Manager shall review an application for completeness, conformance with Title 19, conformance with airport operations and future airport improvement projects, and, for Trident Basin, conformance with the Airport Layout Plan, FAA regulations, and AIP grant assurances), and with input from the finance department review the applicant's payment history with the City and business plan.

(b) Grounds for application rejection include,

(1) the applicant's failure to provide any clarification or information required under this chapter;

(2) the applicant's proposed development or use of the property requested is inconsistent with

(A) borough zoning;

(B) the area comprehensive plan;

(C) principles of sound aviation facility management or operations;

(D) the City's plans for the Airport; and

(3) For Trident Basin only,

(A) the latest FAA-approved Airport Layout Plan for the Airport;

(B) any obligation of the City under the Airport Sponsor Grant Assurances to the FAA;

(C) the latest Airport Land Use Plan; or

(D) a regulation of the FAA applicable to the facility.

(4) the applicant's proposed development or use of the land would violate a federal, state, or local law, including an ordinance of the City;

(5) the applicant's failure to reasonably demonstrate the financial viability of the applicant's proposed development or of the business the applicant proposes to operate;

(6) the applicant is in default of any charges, fees, rents, taxes, or other sums due and payable to the City;

(7) the applicant is in default of a requirement of any lease or contract with the City;

(c) Upon the completion of the application review under (a) of this section, the Airport Manager will:

(1) Issue a rejection letter, stating the reasons for rejection, and inform the City Manager of the rejection; or

(2) Tentatively approve the application, and forward the application and proposed lease through the City Manager to the City Council for final approval.

(d) An applicant whose application is rejected by the Airport Manager may appeal to the City Manager within thirty (30) days following the date on which the Manager's rejection letter to the applicant was hand delivered or placed in the U.S. mail.

[Bold and underlined added. Deleted language stricken through.]

(e) If another complete and otherwise approvable application for lease of the same property is submitted by a different applicant before the City enters into a lease with the first applicant, the Airport Manager will forward the applications and the Manager's recommendations through the City Manager to the Council for approval of the application anticipated to best serve the interests of the City. The Council may approve one of the applications or direct the Airport Manager to award a lease of the property by sealed bid.

19.80.060 Length of Lease Term.

(a) The length of term for a lease, lease extension, or lease renewal granted for real property on an Airport Facility will be based on

- (1) the amount of investment the applicant proposes to make in the construction of new permanent improvements on the premises during the first 24 months following the beginning date of the lease, lease extension, or lease renewal;
- (2) the purchase price paid by an incoming lessee for existing lessee-owned permanent improvements on the premises; or
- (3) for an application for a lease renewal that does not involve the construction of new permanent improvements, the fair market value of lessee-owned permanent improvements on the premises, as established by an appraisal paid for by the lessee and approved by the Airport Manager.

(b) The maximum term of a new lease or the renewal of an expiring lease shall be five (5) years, if the applicant

- (1) does not propose to construct new permanent improvements on the premises;
- (2) does not purchase the existing lessee-owned permanent improvements on the premises;
- (3) in the case of a lease renewal, does not submit a fair market value appraisal of the existing permanent improvements on the premises; or
- (4) proposes to invest less than \$12,000 in the construction of new permanent improvements on the premises or in the purchase of the existing lessee-owned permanent improvements on the premises.

(c) If the applicant proposes to invest \$12,000 or more in the construction of new permanent improvements on the premises or in the purchase of existing permanent improvements on the premises, or if the applicant submits an appraisal under 19.80.060(a)(3),

(1) the maximum term of a new lease or a renewal of an expiring lease shall be determined according to the following table:

Applicant's Investment or Appraisal (in U.S. Dollars) is at Least	Maximum Term of Years
12,000	6
24,000	7
36,000	8
48,000	9

[Bold and underlined added. Deleted language stricken through.]

Applicant's Investment or Appraisal (in U.S. Dollars) is at Least	Maximum Term of Years
60,000	10
72,000	11
84,000	12
96,000	13
108,000	14
120,000	15
132,000	16
144,000	17
156,000	18
168,000	19
180,000	20
192,000	21
204,000	22
216,000	23
228,000	24
240,000	25
252,000	26
264,000	27
276,000	28
288,000	29
300,000	30
312,000	31
324,000	32
336,000	33
348,000	34
360,000	35

(2) the maximum term extension for an existing lease shall be one (1) year for each \$12,000 of additional investment, provided that

(A) any resulting fraction of a year shall be rounded up to the nearest one-quarter ($\frac{1}{4}$) year; and

(B) the total of the remaining lease term and the extension shall not exceed 35 years.

(d) When granting a lease, lease extension, or lease renewal involving the construction of new permanent improvements on the premises, the Airport Manager will include a provision requiring the applicant to complete the proposed permanent improvements within a reasonable period of time, considering the cost and nature of the improvements, but not exceeding 24 months after the effective date of the lease, lease extension, or lease renewal.

(e) The Airport Manager will include a provision in a lease, lease extension, or lease renewal requiring the lessee to provide a performance bond, deposit, personal guarantee, or other security if the Manager determines security is necessary or prudent to ensure the applicant's completion of the permanent im-

[Bold and underlined added. Deleted language stricken through.]

provements within the time period set under (d) of this section. The Airport Manager will determine the form and amount of the security according to the best interest of the City, considering the nature and scope of the proposed improvements and the financial responsibility of the applicant.

(f) The applicant shall, within 30 days after completion of the permanent improvements, submit to the Airport Manager written documentation that the improvements have been completed as required under (d) of this section.

(g) If the applicant shows good cause to the Airport Manager, and the Manager determines the action is not inconsistent with the City's best interest, the Manager will grant an extension that is sufficient to allow for the completion of the permanent improvements or for submission of documentation that the permanent improvements have been completed under this section. No extension or combination of extensions granted under this subsection (g) will exceed 12 months.

(h) If, within the time required under (d) of this section, including any extension granted under (g) of this section, the applicant fails to complete the required permanent improvements, the Airport Manager will

(1) execute the forfeiture of the performance bond, deposit, personal guarantee, or other security posted by the applicant under (e) of this section to the extent necessary to reimburse the City for all costs and damages, including administrative and legal costs, arising from the applicant's failure to complete the required improvements, and

(2) take one of the following actions, as applicable,

(A) if the Manager determines that one-third or less of the required investment in improvements has been completed, initiate cancellation of the lease;

(B) if the Manager determines that at least two-thirds of the required investment in improvements has been completed, reduce the term of the lease to a period under (b) or (c) of this section that is consistent with the portion of the improvements timely completed;

(C) if the Manager determines that more than one-third but less than two-thirds of the required investment in improvements has been completed, apply the best interests of the City to take the action described in either (A) or (B) of this subsection.

(i) To be used as the basis of establishing a lease term, the purchase price of permanent improvements on the premises must be the result of an arm's length transaction in which 100 percent of the seller's interest in the improvements is conveyed to a person not related to the seller or to a corporation or other entity in which the seller has no ownership interest.

(j) In this section:

(1) "expiring lease", means a lease with less than one (1) year of term remaining;

(2) "existing lease", means a lease with at least one (1) year of term remaining;

[Bold and underlined added. Deleted language stricken through.]

- (3) “permanent improvement” means a fixed addition or change to land that is not temporary or portable;
 - (A) ”permanent improvement” includes
 - (i) a building or building addition on a fixed foundation, a retaining wall, storage tank, earthwork, fill material, gravel, and pavement; and
 - (ii) remediation of contamination for which the applicant is not responsible;
 - (B) “permanent improvement” does not include items of ordinary maintenance, such as glass replacement, painting, roof repairs, door repairs, plumbing repairs, floor covering replacement, or pavement patching.

19.80.070 Additional rent.

- (a) In addition to rent established under Chapter 19.75, a lessee shall pay
 - (1) taxes pertaining to the leasehold interest of the lessee;
 - (2) interest at the rate of twelve percent (12%) per annum for all past due rents, charges, and fees;
 - (3) an administrative penalty of ten percent (10%) of the amount due and unpaid each time the lessee fails to timely pay any rent or fee when due; and
 - (4) sales taxes due on payments under a lease.
- (b) Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of a lease will be a lien against the lessee’s property, real or personal.
- (c) The lessee will pay all reasonable actual expenses, costs, and attorney fees the City may incur, with or without formal action, to enforce, defend, or protect the lease or City's rights under the lease, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves the lessee, the lease, the premises, or improvements or personal property on the premises. The lessee will make payment within 30 days of the date of each notice from City of any amounts payable under this subsection (c).
- (d) A lessee shall pay the City a reasonable fee for any special services or facilities, which the City is not otherwise obligated under the lease to provide and which the lessee requests from the City in writing and the City provides.

19.80.80 Bidding procedure. At the direction of, or with the approval of, the City Council, the Airport Manager will designate a specific lot or lots, whether or not subject to a pending application, to be leased through competitive sealed bid. In a sealed bid offering, the Airport Manager shall award the lease to the qualified bidder that offers the highest one-time premium payment, in addition to the lease rent established under this chapter. Provided however, that high bidder and the bidder’s lease proposal shall be subject to all provisions of lease application review and approval under this chapter.

[Bold and underlined added. Deleted language stricken through.]

19.80.090 Lease execution.

(a) When issuing a lease to an applicant, the Airport Manager shall hand deliver or mail the document to the applicant. The applicant shall have thirty (30) days from the date on which the lease is hand delivered to the applicant or deposited in the U.S. mail within which to execute and return the lease to the Airport Manager.

(b) If the applicant shows good cause to the Airport Manager, and the Manager determines the action is not inconsistent with the City’s best interest, the Manager will grant an extension not exceeding thirty (30) days for the applicant to execute and return the lease.

(c) Upon the failure of the applicant to timely execute and return the lease agreement, the Airport Manager shall withdraw the offer of the lease in writing.

(d) The City Manager shall act on behalf of the City to execute leases, lease extensions, and lease amendments granted under this Chapter 19.80.

CHAPTER 19.85 – FORM AND CONDITIONS OF LEASE

Sections:

- 19.85.010 Form of lease.
- 19.85.015 Re-evaluation of rent.
- 19.85.020 Assignments and subleases.
- 19.85.030 Construction of improvements by a lessee.
- 19.85.040 Indemnification and insurance.
- 19.85.050 Lease termination.
- 19.85.060 Damage to lessee improvements.
- 19.85.070 Disposition of improvements upon termination.

19.85.010 Form of lease.

(a) In this chapter,

(1) “permit” means a license that authorizes a person to use Aviation Facility land, but excludes an Airport use permit issued under 19.30.040 and an aircraft parking permit issued under Chapter 19.40 or 19.50; and

(2) the word “lease” includes a “permit,” and “lessee” includes “permittee.”

(b) When leasing land under this Title 19, the City Manager shall use a standard lease form that is

(1) drafted to

(A) provide a reasonable basis for the lessee’s use of the premises;

(B) foster the safe, effective, and efficient operation of the Aviation Facility;

(C) conform with the applicable requirements of the KCC, including this Title 19, Alaska statutes, FAA regulations, and other applicable federal law and state; and

[Bold and underlined added. Deleted language ~~stricken through.~~]

- (D) provide for the best interest of the City; and
- (2) approved as to form by the City Attorney.
- (c) The City Manager may enter into a land lease that deviates from the standard form adopted under (a) of this section, if
 - (1) the Manager believes the action is in the best interest of the City; and
 - (2) the lease is approved as to form by the City Attorney.

19.85.015 Re-evaluation of rent.

- (a) At intervals of not less than twelve (12) months, the Airport Manager shall increase or decrease the rent charged in a lease to the amount determined under 19.75.010.
- (b) The Airport Manager shall change the rent in a lease by giving the lessee written notice at least thirty (30) days in advance of the effective date of the change.
- (c) A lessee who believes the rent resulting from a change by the Airport Manager exceeds market rent may appeal to the City Manager by delivering a written notice of rent appeal to the City Manager's office by no later than the effective date of the rent change. A rent appeal must include
 - (1) the name, mailing address, and telephone number of the lessee;
 - (2) a copy of the Airport Manager's rent change notice;
 - (3) a summary of the lessee's basis for appealing the rent, including any facts or evidence in support of the lessee's position that the changed rent exceeds market rent; and
 - (4) if the lessee intends to present an appraisal in support of the appeal, the appraisal report will be made available for the City Manager to consider not later than ninety (90) days after the date on which the appeal is delivered to the City Manager's office. Failure by the lessee to submit the appraisal report by the stated date will void the appeal.
- (d) The City Manager will consider the lessee's appeal and the basis for the Airport Manager's rent change; and
 - (1) If the City Manager finds against the lessee, the lessee shall begin paying the rent established by the Airport Manager, as of the effective date of the Manager's original rent change notice; or
 - (2) If the City Manager finds in favor of the lessee, the Airport Manager shall issue a written notice to the lessee, rescinding the original rent change notice and establishing the rental rate at the amount determined by the City Manager. The effective date of the revised rent shall be the effective date of the Manager's original rent change notice.
- (e) The City Manager's decision in a rent appeal shall be the final administrative decision of the City that may be appealed to superior court under the Alaska Rules of Appellate Procedure.
- (f) For the purpose of this section 19.85.015, "market rent" means the fair market value of a leased premises multiplied by the appropriate capitalization rate as provided under 19.75.010.

[Bold and underlined added.] Deleted language stricken through.

19.85.020 Assignments and subleases.

(a) A lessee may not, by grant or implication, without the prior written consent of the Airport Manager,

(1) assign all or any portion of the lease;

(2) assign or convey any mortgage or security interest in the lease; or

(3) sublease all or any portion of the premises or improvements on the premises

(b) For the purpose of this section, any single or cumulative transfer of more than a 50% interest in a joint venture, partnership, limited liability company, corporation, or other entity that is a lessee constitutes an assignment of lease interest that is subject to the consent of the City under this section.

(c) Any proposed assignment, security assignment, or sublease must be written and must be submitted to the Airport Manager bearing the original, notarized signatures of all parties. A lessee may submit unsigned draft documents for the Airport Manager's conceptual review. However, the Airport Manager's conceptual approval of a draft document may not be construed as the City's consent to any assignment, security assignment, or sublease.

(d) An assignment of a lease must include a provision stating that the assignee accepts responsibility for all of the assignor's (lessee's) obligations under the lease, including environmental liability and responsibility. However, unless the City specifically releases the assignor (lessee) in writing, the City may hold the assignor (lessee) responsible for performing any obligation under the lease that an assignee fails to perform.

(e) An assignee or sublessee may not occupy the premises before the Airport Manager consents to the assignment or sublease in writing.

(f) In the event of a conflict between the lease and an assignment, security assignment, or sublease, the terms of the lease will control.

(g) The Airport Manager's consent to any sublease does not relieve or otherwise alter the lessee's obligations under the lease.

(h) No security assignment, including any related document, may encumber the City's underlying title to the land. A security assignment to which the Airport Manager consents shall be valid only until the lease expires or is terminated for breach, provided that the holder of such a security assignment may

(1) act to cure any breach; or

(2) acquire the lease by written request submitted to the Airport Manager within thirty (30) days following the City's termination of the lessee's interest, provided that the security holder cures all lessee defaults and assumes the lease for its unexpired term, subject to the same terms and conditions as in the original instrument; but

(3) may not obtain a new lease for the premises.

(i) Regardless of any term stated in a sublease, the term of a sublease will end at the expiration or earlier termination of the lease, unless the City extends or renews the lease term, or reinstates the lease after termination. A subles-

[Bold and underlined added.] Deleted language stricken through.

see desiring to remain on the premises after the cancellation, expiration, or termination of the lease, must apply for, and execute, a new lease from the City.

(j) Before consenting, or denying consent, to an assignment, security assignment, or sublease, the Airport Manager will consider

- (1) the best interests of the City;
- (2) in the case of an assignment or security assignment, the qualifications and financial capability of the assignee to perform the requirements of the lease;
- (3) the compatibility of the proposed use of the premises by an assignee or sublessee with the uses authorized in the lease; and
- (4) any recommendations resulting from a review of the assignment, security assignment, or sublease documents by the City Attorney.

(k) The Airport Manager shall not unreasonably withhold consent to an assignment, security assignment, or sublease.

(l) A denial of consent to an assignment, security assignment, or sublease must be in writing and state the reasons for the action. A lessee whose request for consent is denied by the Airport Manager may appeal to the City Manager by submitting a written appeal to the City Manager's office within thirty (30) days following the date of the Airport Manager's written denial.

(m) The City Manager's decision in an appeal shall be in writing to the lessee, state the reasons for the City Manager's approval or denial of the appeal, and shall be the final administrative decision of the City that may be appealed to superior court under the Alaska Rules of Appellate Procedure.

(n) For the purposes of this section, "security assignment" means an assignment for security, deed of trust, mortgage, or other document that grants to a creditor an interest in a lease as collateral to assure payment or performance of a debt, loan, or other obligation of the lessee.

19.85.030 Construction of improvements by a lessee.

(a) Any building construction by a lessee must be compatible with its surroundings and consistent with the uses authorized under the lease, as determined by the Airport Manager.

(b) A lessee must obtain the Airport Manager's written approval before placing fill material, beginning any land development, or constructing or demolishing any improvements on the leased premises, and before beginning any alterations, modifications, or renovation of existing structures on the premises. When submitting a request for the Airport Manager's approval, a lessee must provide the Manager with

- (1) detailed drawings of the proposed development, alteration, modification, or renovation;
- (2) evidence that the proposed development, alteration, modification, or renovation will conform to the requirements of the KCC related to the Aviation Facility on which the premises is located, zoning, and building construction standards; and

[Bold and underlined added. Deleted language stricken through.]

(3) any other information the Airport Manager reasonably requires.

(c) The Airport Manager's approval or denial of a lessee's request under this section must be in writing. A denial must state the reasons for the action. A lessee whose request for approval is denied by the Airport Manager may appeal to the City Manager under 19.20.015.

19.85.040 Indemnification and insurance.

(a) All leases shall include a provision requiring the lessee to indemnify the City from claims related to the lease and the lessee.

(b) Except as provided in (c) of this section, all leases shall require the lessee to provide insurance coverage of the following types and minimum coverage limits. If a lessee's policy contains higher limits, the City will be entitled to coverage to the extent of the higher limits.

(1) **General Liability**, including premises, all operations, property damage, personal injury and death, broad-form contractual, with a per-occurrence limit of not less than \$1,000,000 combined single limit. If the lease authorizes the lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the policy must include an endorsement under which the insurer extends coverage to the lessee's fuel handling activities. The policy must name the City as an additional insured.

(2) **Automobile Coverage** with not less than \$1,000,000 combined single limit per occurrence. This insurance must cover all owned, hired, and non-owned motor vehicles the lessee uses on an Aviation Facility.

(3) **Workers Compensation Insurance** for all the lessee's employees, coverage as required under AS 23.30.045, and, where applicable, any other statutory obligations. The policy must waive subrogation against the City.

(4) **Products and Completed Operations Liability Insurance**. If the lease authorizes the lessee to engage in the sale or the commercial dispensing or storage of aviation fuel, the lessee shall provide

(A) Products and Completed Operations Liability Insurance in at least the following coverage limits:

(i) \$100,000 bodily injury combined single limit per occurrence;

(ii) \$300,000 bodily injury aggregate; and

(iii) \$100,000 property damage combined single limit per occurrence; and

(B) Pollution Liability Insurance, on an occurrence basis, with liability limits of at least \$1,000,000 per occurrence.

(c) The Airport Manager may, with the counsel of the City Attorney, waive or reduce the insurance requirements under (b) of this section for a lease granted for strictly non-commercial, individual use purposes.

[Bold and underlined added. Deleted language stricken through.]

(d) The lessee will provide the City with proof of insurance coverage in the form of a certificate of insurance, together with proof that the premiums have been paid, showing the types and monetary limits of coverage secured. All insurance required by this section must provide that the City be notified at least 30 days prior to any termination, cancellation, or material change in the insurance coverage.

(e) A lease shall include a provision allowing the City, at intervals of not less than five (5) years from the beginning date of the term of the lease and upon written notice to lessee, to revise the insurance requirements required under the Lease. The determination to revise the insurance requirements will be made by the Airport Manager with the counsel of the City Attorney and shall be based on the risks relative to the lessee's operations, any insurance guidelines adopted by the City, and any change in applicable law.

19.85.050 Lease cancellation.

(a) Any of the following shall be grounds for the Airport Manager to cancel a lease and recover possession of the premises upon 30 days' written notice to the lessee, unless the violation is cured within the 30 days:

(1) The lessee fails to pay when due the rents, additional rents, charges, or other sums specified in the lease;

(2) The lessee's check for payment of any sum due under the lease is returned for insufficient funds; or if the lessee's credit or debit card is not accepted by the issuing financial institution;

(3) The lessee uses, or authorizes others to use, the premises for any purpose not authorized by the lease;

(4) The lessee fails to fully perform or comply with any provision in the lease;

(5) The lessee uses the premises for an illegal purpose or otherwise materially violates an applicable law;

(6) A court enters a judgment of insolvency against the lessee;

(7) A trustee or receiver is appointed for the lessee's assets in a proceeding brought by or against the lessee, or the lessee files a voluntary petition in bankruptcy; or

(8) Failure by the lessee to timely complete any land development or permanent improvement construction required by the lease.

(b) The lessee will continue to pay the City rent after the expiration, termination, or cancellation of this lease and to abide by the lease obligations, including providing proof of insurance coverage, through the date lessee relinquishes possession of and completely vacates the premises. The premises will be considered completely vacated when the lessee has

(1) remediated any environmental contamination for which the Lessee is responsible;

(2) removed or otherwise disposed of any lessee-owned permanent or removable improvements and personal property which the lease allows to be removed or the Airport Manager directs to be removed; and

[Bold and underlined added.] Deleted language stricken through.

(3) restored the premises to a neat and clean physical condition acceptable to the Airport Manager.

(c) A lessee who receives a lease cancellation notice from the Airport Manager under subsection 19.85.050(a) and disputes the facts on which it is based may appeal the cancellation to the City Manager by submitting a written appeal to the City Manager's office within thirty (30) days following the date of the Airport Manager's lease cancellation notice.

(d) The City Manager's decision in an appeal shall be in writing to the lessee, state the reasons for the City Manager's approval or denial of the appeal, and shall be the final administrative decision of the City that may be appealed to superior court under the Alaska Rules of Appellate Procedure.

19.85.060 Damage to lessee improvements.

(a) Except as provided under (b) of this section, if a lessee's improvements on the premises are damaged or destroyed, the lessee shall cause the improvements to be repaired or rebuilt, and restored to normal function within two (2) years following the damage or destruction. If the lessee fails to timely rebuild or restore the improvements, the Airport Manager may, at the Manager's sole discretion, either

(1) reduce the term of the lease commensurate with the estimated value of the lessee's remaining, fully functional improvements on the premises, using the term table in 19.80.070; or

(2) cancel the lease.

(b) If a lessee's improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five (5) years before the expiration of the term of the lease, the lessee may remove the damaged improvements, restore the premises and terminate this lease.

19.85.070 Disposition of improvements upon lease cancellation, expiration, or termination.

(a) In the event a lease expires or is cancelled or terminated, and is not extended, renewed, or reinstated, all improvements and/or chattels owned by the lessee on the premises shall, within sixty calendar days after the effective date of the cancellation, expiration, or termination of the lease, be removed by the lessee without causing injury or damage to the land, as determined by the Airport Manager.

(b) The Airport Manager may extend the time for the lessee's removal of improvements and/or chattels under (a) of this section or for the lessee's sale of improvements and/or chattels under (c) of this section, if the lessee shows good cause to the Airport Manager and the Airport Manager determines the action is not inconsistent with the City's best interest.

(c) The retiring lessee may, with the written consent of the Airport Manager, sell lessee-owned improvements and/or chattels to the succeeding lessee of the premises, provided that the sale must be completed within sixty calendar days after the effective date of the cancellation, expiration, or termination of the lease.

[Bold and underlined added. Deleted language stricken through.]

(d) If any lessee-owned improvements and/or chattels having an appraised value in excess of five thousand dollars, as determined by the City Assessor, are not removed from the premises or sold by the retiring lessee within the time allowed under this section 19.85.070, the improvements and/or chattels shall, upon due notice to the lessee, be sold at public auction under the direction of the City Manager.

(1) The proceeds of the sale shall inure to the retiring lessee, after deducting for all rents due and owing by the retiring lessee to the City and all expenses incurred by the City in conducting the sale.

(2) If there are no other bidders for the improvements and/or chattels at the auction, the City Manager is authorized to bid, in the name of the City, on the improvements and/or chattels. The bid shall not exceed the lesser of

(i) all rents, fees, and interest due and owing by the retiring lessee to the City and all expenses incurred by the City in conducting the sale; or

(ii) the appraised value of the improvements and/or chattels as determined by the City Assessor.

(3) If the City Manager enters a bid under subsection 19.85.070(d)(2), the City shall acquire all rights, both legal and equitable, that any other purchaser would acquire by reason of the purchase.

(f) If any lessee-owned improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the City Assessor, are not removed from the premises or sold by the retiring lessee within the time allowed under this section 19.85.070, then, at the option of the City, the City shall either

(1) remove the improvements and/or chattels from the premises with the lessee reimbursing the City for the City's removal costs; or

(2) take possession of the improvements and/or chattels, with absolute title vesting in, the City.

Section 4: This ordinance shall be effective one month after its final passage and publication in accordance with Kodiak Charter Section 2-13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:

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Second Reading:
Effective Date:

[Bold and underlined added.] Deleted language stricken through.

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KODIAK MARITIME MUSEUM

PO Box 1876 Kodiak, AK 99615

907-486-0384

info@kodiakmaritimemuseum.org www.kodiakmaritimemuseum.org

A Maritime Museum in the Harbor

While KMM has designed and implemented many interpretive projects and exhibits since its founding in 1996, we remain a “museum without walls.” As such, we are limited in the stories we can tell, the programs we can produce, and the exhibits we can show. A bricks and mortar maritime museum will allow KMM to fully address the story of Kodiak’s long relationship with the sea, from the island’s earliest Native American seal hunters to 19th century whalers and sea captains to present day fishermen and Coast Guardsmen. A building would enable the museum to address all three tenets of KMM’s mission- “To recognize, preserve, and interpret, Kodiak’s maritime history.” It would allow

The museum has long recognized St. Paul harbor as an integral part of Alaska’s maritime history, and an economic, social, and cultural focal point of the community. The harbor is also Kodiak’s signature tourist attraction, and nearly all of the 20,000 annual visitors to Kodiak visit the harbor at least once. Kodiak Maritime Museum’s audience includes both visitors and residents. A museum building in downtown Kodiak would expand the cultural environment and enhance the business climate of the city.

In April, 2011, Kodiak Maritime Museum proposed that the City of Kodiak give site control of one of three possible sites near the Kodiak Harbor to KMM for construction of a maritime museum building. In response, the City Council tasked KMM to examine these three possible sites in detail, to solicit public comment, and determine the public’s preference for one of the three harbor site alternatives.

Since then, KMM staff and board members have met with numerous civic and harbor user groups including the Kodiak Ports and Harbors Advisory Board, Kodiak Chamber of Commerce, Kodiak Island Convention and Visitors Bureau, Kodiak Noon Rotary, and Kodiak Lions Club to present options for a maritime museum building. The museum has also solicited public comment at several public meetings of its own. Two facts have emerged from the public process:

1. The overwhelming public response has been in favor of constructing a maritime museum building in Kodiak, if funding and space can be obtained.
2. A strong majority of harbor users and the general public prefer Building Site 3, on the harbor spit near the gazebo, alongside Near Island Channel.

Kodiak Maritime Museum is now asking the City Council to pass a resolution giving site control of a parcel along the near Island Channel to Kodiak Maritime Museum, either through a gift, long term lease, or other mutually agreed upon vehicle, for use as a building site for a maritime museum. With site control in hand, Kodiak Maritime Museum can then seek funding for building construction.

History of the Search for a Maritime Museum Building Site

Building Feasibility Study, 2007

KMM contracted with McDowell Group in 2007 to study the feasibility of a maritime museum in Kodiak. The study described three building options between 4,000 and 6,000 square feet, located within the downtown core of Kodiak. Such a building would include spaces for programming, administration, exhibits, and collections storage.

Foraker Pre-Development Program, 2010

To get help in exploring ways to build a museum building, the museum applied for, and was accepted into the Foraker Group's Pre-Development Program in early 2010. The Pre-D Program, administered by the Foraker Group, and funded by the Rasmuson Foundation, Denali Commission, and Alaska Mental Health Commission, helps non-profit organizations plan capital projects. The Kodiak Library Association and the Alutiiq Museum are also participating in the Pre-development Program as they pursue their own capital projects.

Identification of three possible sites, December 2010

With help from Pre-D Program, KMM Board and Staff refined its museum building needs and identified three City-owned sites near the harbor as possible future museum locations.

Presentation of the three sites to the Kodiak City Council, February and April, 2011.

In April, 2011, Kodiak Maritime Museum proposed that the City of Kodiak deed one of three possible sites near the Kodiak Harbor to KMM for construction of a maritime museum building. In response, the City Council tasked KMM to examine the sites in detail, and then to solicit the public's preference for one of the three site alternatives.

Engineering study of the three sites, October 2011

In October 2012, with funding from the Pre-D Program, CRW Engineering of Anchorage evaluated the three City-owned sites for zoning, parking, building suitability, utilities, etc. All of the sites were found to be suitable for a museum building. None had any clear advantage or disadvantage over the others.

Soliciting public comment, October 2011 to Present

Over the past winter, KMM staff and board members met with numerous civic and harbor user groups including the Kodiak Ports and Harbors Advisory Board, Kodiak Chamber of Commerce, Kodiak Island Convention and Visitors Bureau, Kodiak Noon Rotary, and Kodiak Lions Club to present options for a maritime museum building. The overwhelming response has been in favor of constructing a maritime museum building in Kodiak, if funding and space can be obtained. An overwhelming majority of all harbor users and other citizens preferred Building Site 3, on the harbor spit near the gazebo, alongside Near Island Channel.

Search for funding, January 1012.

KMM has asked the Alaska Legislature for funding for a Building Concept Design. The Pre-D Program is also ready to help KMM with early design funding, if site control can be obtained.

Why a maritime museum is a good thing for downtown Kodiak:

1. Kodiak has the oldest harbor in Alaska- it is an important cultural site of national significance. A maritime heritage center would explicitly recognize that, and provide a facility to preserve the story of the harbor, as well as artifacts related to that story, from the Russian era and the 1964 tsunami to our modern fishing fleet.
2. A downtown maritime heritage center would preserve Kodiak's extensive maritime heritage, which includes Native Alaskan mariners, European sea going explorers, the commercial fishing industry, the fish processing industry, and the Coast Guard in Alaska. Fishermen, processing workers, and Coast Guard personnel all share a direct interest in this story.
3. A maritime heritage center would provide a destination facility for residents and visitors and enhance the cultural infrastructure of downtown Kodiak. Such a facility would allow visitors to gain a greater understanding of the activities in the harbor, and encourage them to spend more time in the downtown core.
4. A maritime heritage center would provide a detailed interpretive backup for the planned Thelma C exhibit on the Harbor Spit, and allow for the indoor display of artifacts related to the fishing industry.
5. A maritime heritage center in Kodiak could also someday be the site of a maritime artifacts repository, which would provide room for research and storage of artifacts recovered from Alaskan shipwrecks. Currently the closest marine artifact repository is in Texas.

Site Control Specifics

To be ready for funding for a museum building, KMM will need to demonstrate that it has control of the building site. Control could be ownership, an option to purchase land, a land lease, or some other instrument that describes what the organization can do with the parcel and what its obligations to the City would be. To safeguard the interests of the City, such an agreement between the City and KMM could grant control of the site to KMM conditional on construction of a museum building by KMM by a certain date. Should KMM fail to build the building by that date, the agreement would lapse.

The end goal of the Pre-D program is to provide KMM with a concept design plan that meets KMM's needs, a project cost estimate, and an operating cost estimate. With that information KMM can decide if it wants to move forward . If so, the information gathered in the site assessment could become the basis for working project information as we proceed with fund raising.

Possible maritime museum building site options considered by the KMM Board and various Kodiak civic and citizen groups:

Site 1: City owned lot now occupied by the Harbor Bathroom Building. (Site 1 on the attached aerial photo) This site, on the corner of Shelikof St., and Marine Way, is within the downtown core, is adjacent to the harbor, and is easily accessible by pedestrians. The City has previously granted KMM exclusive use the office space in the bathroom building as an exhibit space. (City Council Resolution 06-27-2006 attached). The museum and the Pre-Development team believe the bathroom building would likely need to be removed before a museum building could be constructed. The site could be expanded by extending the seawall on Shelikof St, or by using pilings and decking to fill the space between the existing seawall and the embankment adjacent to the bathroom building Doing so could create level space for a building where none presently exists, thus alleviating concerns about eliminating current parking areas near the bathroom building.

Site 2: City owned site on the Harbor Spit adjacent to Alaska Fresh Seafoods. (Site 2 on the attached aerial photo) This site would have the same advantages as the Harbor Bathroom building site, but would allow for greater room for possible future expansion of the museum.

Site 3: (Preferred Option) City owned site on the channel side of the Harbor Spit, between the Channel-side boat launch area and the Gazebo. (Site 3 on the attached aerial photo) This site could allow the museum to be sited on pilings over the water, which would reduce the footprint of the museum on existing land, thus reducing the impact on other spit activities such as parking. It should be noted that because of the indented contour of the shoreline in this area, a building on pilings would not intrude into the channel.

Other sites considered:

Private land in downtown Kodiak. Due to the expense of purchasing land, the KMM Board has rejected this option as unrealistic.

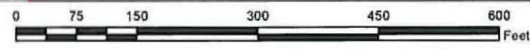
The current Fish and Game building on Mission Rd. The State intends to use the building to house personnel from other departments once ADF&G moves to its new facility on Near Island, thus precluding use of the space by KMM. Administrative difficulties were also identified by KMM staff in transferring State property to private entities such as a museum. Potential hazardous materials liabilities and low ceilings make the building unsuitable for museum exhibition space.

Organizational Background

Kodiak Maritime Museum was incorporated in 1996 and received non-profit 501c3 status in 2002. The museum has produced numerous exhibits and programs over the years, despite the lack of a dedicated museum building. With funding from the Kodiak Island Borough and City of Kodiak, KMM produced the 14 interpretive panels on Shelikof St. The museum has sponsored speakers on maritime history topics, produced an annual fisherman's poetry event, produced a photo exhibit of the Exxon Valdez Oil Spill, and digitized more than 70 video tapes of public meetings held in Kodiak during the oil spill in 1989. KMM has also conducted an oral history of the Kodiak King Crab fishery, recording more than 30 people who participated in that fishery, or lived in Kodiak during that time. Beginning May 7, KMM will be staging an exhibit of 23 large format photo portraits of oral history participants at a month long exhibit at the Baranov Museum. KMM has also begun regularly scheduled interpretive tours of the harbor for school groups, cruise ship visitors and independent travelers.

Attachments:

1. Harbor sites aerial map
2. Ports and Harbors Advisory Board Meeting Minutes, December 6, 2011
3. Chamber of Commerce letter of Support
4. Natives Village of Afognak Letter of Support
5. Kodiak Historical Society Letter of Support



**KODIAK MARITIME MUSEUM
Candidate Sites**



MINUTES
Kodiak Port and Harbor Advisory Board
Regular Meeting
Tuesday, December 6, 2011
Fishermen's Hall

I. MEETING CALLED TO ORDER

Chairman Nick Szabo called the meeting to order at 12:00 p.m. Board members, David Jentry, Skip Bolton, Rick Kniazowski and Oliver Holm were present and constituted a quorum, Anne Kalcic, Stormy Stutes, Stosh Anderson and Dan Miller were not in attendance. Staff members present were Harbormaster Marty Owen, Deputy Harbormaster Lon White and Harbor Administrative Assistant Judy Mullican

II. APPROVAL OF AGENDA

Bolton **MOVED**, to approve the agenda of the December 6, 2011 regular meeting. Board member Stosh Anderson asked to have an addition to the agenda as to the use of the Harbormaster building in St. Herman Harbor. Chairman Szabo informed Anderson he could bring it up under member comments. The motion passed with no changes all in favor.

III. APPROVAL OF MINUTES

Jentry **MOVED**, to approve the minutes of the September 20, 2011 regular meeting. The motion passed all in favor.

IV. UNFINISHED BUSINESS

Pier 3—PND Wave Study

Harbormaster Owen informed the board that Peratrovich, Nottingham and Drage will put instrumentation at Pier 3 in January. The purpose is to record wave data thru the remainder of the winter months and that this is preliminary steps to the rebuild of Pier 3.

Member Jentry was unsure of details, but advised past PHAB Chairman Iver Malutin had contacted him regarding available funds from Army Corp of Engineers whom supposedly told him they had six million dollars sitting aside for Kodiak Harbor. Audience member Al Burch stated he contacted Mr. Malutin after hearing this; however, Malutin provided him with no contact information or exact details before today's meeting. Owen said he had heard the same thing and contacted the Anchorage Office of Corp of Engineers whom informed him they are still under continuing resolution authority from last year and no new spending authority.

White added there is always funding post 911 for security, but it would not affect the rebuild of P-3.

V. NEW BUSINESS

a. Kodiak Maritime Museum—Toby Sullivan

Kodiak Maritime Museum (KMM) director Toby Sullivan updated the board on current projects. He added his reason for being at today's meeting is to ask the boards support in locating grounds for a KMM noting they do not have the funds to purchase property. He advised the KMM staff has been working with the Foraker Foundation's Pre-Development Program to help get them a maritime museum building.

Sullivan noted as part of the building process; KMM recently received an engineering report on three possible sites (handout) for a museum building near the Kodiak harbor. Some concerns regarding the engineering report is all three preliminary locations are located around St. Paul Harbor and will require removal of some of the harbor's parking. He asked for input from the PHAB about the preliminary sites and heard the board's ideas for a future KMM. The three areas were discussed and the following motion ensued.

Motion: Stutes MOVED, that PHAB recommend to council, to preliminary approve site three located on the St. Paul Harbor spit between the current Gazebo and the channel gravel launch, as the location for the proposed future Kodiak Maritime Museum.

A short discussion ensued Jentry asked if it would be practical to recommend the gated area of Oscar's Dock (OD). Bolton advised this is a commercial area. Both Holm and Anderson hoped to see the OD area recaptured for commercial work use. The motion to recommend site three passed all in favor.

Sullivan thanked the board and advised his next step is community support to move the idea of the City of Kodiak to donate a building site for the KMM.

b. Discussion Regarding Covered Structure for Boatyard

Chairman Nick Szabo opened the discussion with some proposed ideas for a covered structure in the boatyard. Members discussed cost and types of structures. Members advised whatever is built needs to be built to last and will need to be engineered approve. White advised conceptual plans were looked at in the early stages of the design boatyard build, noting the size building required to house the travel lift and vessels would be the largest in the city comparing it to the Boeing Company building in Seattle.

Szabo stated a covered structure would hopefully increase the number of vessel utilizing the yard by approximately 50%. After continued talk, Szabo proposed to members to form a committee, to look into the feasibility study of having a covered structure. Szabo appointed members Anderson, Bolton, Jentry and Stutes to the committee and they agreed to meet after today's PHAB meeting.

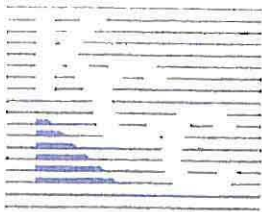
VI. HARBORMASTER UPDATE

Parking Update

Deputy Harbormaster White gave members a quick update advising Kiosk are in place and as of November 1st fees started. He advised current users are 60% in compliance and currently KPD has no parking enforcement officer. Advised some complaints have been received, but all in all since the permit parking system has been implemented, long term parking is available meeting the board's objective to have parking available to the fleet.

Member Holm made comment the Kiosk were not working effectively during the freezing rain and snow. White advised small shelters will be built to avoid future problems.

Member Anderson asked White if permits could be mailed, it was agreed that those needing permits would have to stop in at the Harbormaster's Office and have one issued; this is to verify qualifying patrons and correct and current vehicle registration.



**KODIAK
CHAMBER
OF COMMERCE**

100 E. Marine Way, Suite 300, Kodiak Alaska 99615 • (907) 486-5557 • FAX: (907) 486-7605
www.kodiak.org • Email: chamber@kodiak.org

February 3, 2012

Senator Gary Stevens
Alaska Legislature
120 4th St., State Capital
Room 3
Juneau, AK 99801-1182

Dear Senator Stevens,

The Kodiak Chamber of Commerce supports the Kodiak Maritime Museum (KMM) building project. A maritime museum would provide a permanent place to exhibit artifacts and present programs telling the story of Kodiak's rich maritime history.

The Chamber recognizes that a maritime museum would provide a destination facility for visitors to Kodiak. The proposed KMM building site would be close to the Baranov Museum, Alutiiq Museum, and Kodiak National Wildlife Refuge Visitor's Center, thereby adding to the vitality of the downtown business core of Kodiak. In addition the project would support KMM's Harbor Gateway Project, which is currently under construction. The Harbor Gateway Project is restoring the Thelma C, a legacy wooden fishing boat, as a permanent exhibit telling the story of Kodiak's salmon fishery. Funded by the Alaska Legislature, Kodiak Island Borough, numerous donors, and supported by the City of Kodiak, the project is scheduled for completion in late 2012.

The Kodiak Chamber of Commerce wishes the Kodiak Maritime Museum all the best in their effort to secure funding for this building project and offers full support on implementing their plan.

Yours in Economic Prosperity,

Trevor Brown,
Executive Director
Kodiak Chamber of Commerce

Dedicated to Kodiak's Economic Future



Native Village of Afognak

To embrace, protect, develop, and enhance Afognak

culture, protect our traditional use areas and encourage unity among the history of the Kodiak Archipelago

March 28, 2012

Senator Bert Stedman
Chairman, Alaska Senate Finance Committee
Juneau, Alaska

On behalf of Native Village of Afognak, I would like to express our support for the Kodiak Maritime Museum. The museum has done an excellent job thus far of chronicling and documenting Alaska's commercial fishing industry. Having a building would give them the ability to house maritime artifacts, educate locals along with tourists and visitors, and would allow for permanent exhibits. We, at Native Village of Afognak believe that having a building would not only be a great asset to Kodiak, but would allow the museum to better preserve the rich maritime history of Alaska.

As one of the ten federally recognized Tribes on the island, the Native Village of Afognak is active in working to support projects that promote the preservation of history and heritage. We offer our support of this valuable project in our community. We thank you for considering the Kodiak Maritime Museum's grant request. Quyanaa.

Sincerely,

Melissa Borton

Tribal Administrator



KODIAK HISTORICAL SOCIETY

101 MARINE WAY, KODIAK, ALASKA 99615

(907) 486-5920 • FAX (907) 486-3166

E-MAIL: baranov@ak.net

WEB PAGE: <http://www.baranovmuseum.org>

Senator Gary Stevens
Alaska Legislature
120 4th St., State Capital
Room 3
Juneau, AK 99801-1182

February 6, 2012

Dear Senator Stevens:

I write today to convey our support of the Kodiak Maritime Museum's plans for a museum building in downtown Kodiak. A maritime museum would fill a need for a place to preserve, research and share objects, artifacts and stories of Kodiak's rich maritime history.

While other organizations in Kodiak preserve and explore the history of local culture and social dynamics, industry, and the military history of the island, a maritime museum would tell the story of Kodiak's long relationship with the sea. Such a museum would also tell the story of Kodiak's commercial fisheries, a vital component of Kodiak culture for which there is presently no dedicated space in Kodiak. By being close to the Baranov Museum, Alutiiq Museum, and Kodiak National Wildlife Refuge Visitor's Center, the proposed maritime museum site near the harbor would be the ideal place for visitors and residents to learn about this part of Kodiak's history.

A maritime museum building would also support Kodiak Maritime Museum's Harbor Gateway Project, which is currently restoring a legacy wooden fishing boat as a permanent exhibit near the harbor. Supported by the State of Alaska, the Kodiak Island Borough, the City of Kodiak, and numerous private donors, our understanding is that this project is progressing successfully as planned, and is scheduled for completion in late 2012.

Please contact me if I can provide any additional information regarding our support of the development of the Kodiak Maritime Museum.

Sincerely,

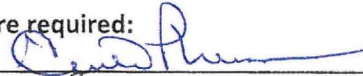

Katie Oliver
Executive Director

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CITY OF KODIAK
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
VEHICLE / EQUIPMENT REPLACEMENT NOMINATION

1 of 2 pages

Costs are estimated at (check one)
 Less than \$10,000
 Greater than \$10,000

The Following Signatures are required:
 Vehicle Maint. Supervisor 
 Department Head: 
 City Manger: _____

This purchase is requested to be funded in Fiscal Year	Fiscal Year : 2012
Prepared by: Lon White	Date: 3-9-12
Department: Harbor	
Nomination Name:	

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Unit ID Number	#39
Year – Make - Model	1990 Case Back Hoe, Model 580 K 4x4
Engine Size – Fuel Type	4 stroke diesel
Current Mileage	4404.8 hours
Body Condition	Very poor
License Plate No.	NA
VIN or Serial Number	JJG002 3313 S# JAB0010818

FUNCTION: WRITE A BRIEF SUMMARY OF HOW THIS UNIT HAS BEEN USED AND HOW OFTEN.

A backhoe is necessary for a variety of tasks at port, harbor and boatyard facilities. Snow removal at ferry dock, pier 2, launch ramps, parking lots, Oscar's dock, dock 1, channel transient float, boatyard, St. Herman and St Paul harbors approach ramps. The Harbormaster has a cumulative area of about 20 acres to plow. During snow events public works is committed to other areas. Prompt and efficient snow removal at harbor facilities is a critical component of our operation. Additionally the back hoe is used to demolish and dispose of derelict vessel, grading the boat yard, dock and grounds R&M, and numerous other excavating projects throughout the year. This is a vital piece of equipment for the harbor department operations and safety at port & harbor facilities.

JUSTIFICATION: WRITE A BRIEF SUMMARY OF WHY THIS UNTI IS BEING REPLACED. INCLUDE ITEMS SUCH AS HISTORY, CONDITION ASSESSMENT, COSTS, USES, PUBLIC WORKS EVALUATION REPORT, ETC.

Unit # 39 is 22 years old and has been kept in service well beyond its useful life expectancy. As a publics works asset it was used heavily for years then demoted to work in the salt dome. There it got limited use but in an extremely corrosive environment. The excessive salt exposure has led to serious deterioration of critical components, the drive train and body. For the last 8 years it has been in the harbor department used extensively as described herein. Cost to keep the unit operations has increased exponentially and the down time due to failures wastes valuable staff time. This unit was inspected by the public works vehicle maintenance supervisor in 2010 and scheduled for replacement in 2011. Council deferred replacement at that time. FY 2012 budget included funds for replacement of the unit. Replacement at this time is imperative. See attached inspection report for Gerald Pherson.

CITY OF KODIAK
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
VEHICLE / EQUIPMENT REPLACEMENT NOMINATION
2 of 2 pages

Proposed Dispositions of Replaced Unit as Determined by Vehicle Maintenance Division (check one):

- To General Fleet
- To Surplus Sale

REQUEST NEW UNIT DESCRIPTION (ATTACH PRICE QUOTES, DESCRIPTIONS, AND PHOTOS FROM THREE VENDORS)	
Year – Make - Model	2008 Case 580 Super M Plus 4x4 (see attached)
Engine Size – Fuel Type	4 stroke diesel
Number of Doors	2
Seating Capacity	1
Specialty Items	Hydraulic quick coupler/ detachable loader and snow blade
Color , Police Package, Tires, Transmission, Etc.	Standard color and equipment,

REQUESTED NEW UNIT COSTS	
Basic Equipment Costs	Included in total
Specialty Equipment Cost	Snow blade (included in total)
Warranty	24 mo/1000 hrs, power train and hydraulics (included in total)
Total Costs	(fob Kodiak) \$ 74,028.00

OPERATIONAL COSTS:
(See attached inspection report)



CITY OF KODIAK

HARBOR OPERATIONS

403 MARINE WAY, KODIAK, ALASKA 99615

TELEPHONE (907) 486-8080

FAX (907) 486-8090

From: Gerald Pherson, Equipment Maintenance Supervisor

A handwritten signature in black ink, appearing to be "G. Pherson".

To: Martin Owen, Harbor Master

Re: Backhoe Evaluation, Unit 39

Date: March 23, 2012

On March 23, 2012 I conducted an inspection of the Harbor backhoe #39. The following is a summary of my findings.

Description

- 1990 Case 580K backhoe, 4500 hours
- Vin#JJG0023313
- 4x4, extend-a -hoe

Unit # 39 is 22 years old and has been kept in service well beyond its useful life expectancy. As a public works asset it was used heavily for years then demoted to work in the salt dome, an extremely corrosive environment. The excessive salt exposure has led to serious deterioration of critical components, such as the drive train and body. For the last 8 years it has been in the harbor department used primarily for snow removal and more recently for boatyard grading.

Cost to keep the unit operations has increased exponentially and the down time due to failures is excessive. This unit was inspected by in 2010 and scheduled for replacement, but deferred. Since the last inspection the unit has an additional 400 hours on it and continued deterioration throughout.

Noted deficiencies:

1. **Engine:** has 4500 hours on it and due for rebuild. Substantial oil leak.
2. **Transmission:** difficult to shift, grinding in rear axle will require major repair soon.
3. **Loader bucket:** bucket excessively worn. All bushings are shot.
4. **Backhoe:** all bushings shot and crack in boom.
5. **Frame & body:** Cab is rusted through floor boards, doors, and wheel wells. Foot throttle fell through floor (temp repaired). Extensive rust and corrosion throughout. Lots of structural rust.
6. **Front End:** All bushings and bearings worn out, alignment out, front wheel drive (4x4 drive) not operational.
7. **Electrical:** Hazard lights don't work, no reverse alarm. Wiring throughout poor condition.
8. **Hydraulics:** Approximately 75% of the hoses need to be replaced due to age. Controls are worn and very loose, rams seals will need replaced soon.

9. **Tires:** Fair to good condition, have been replaced in the last year.
10. **Brakes:** Poor condition, left rear grabs, rig is not operational on the road, has been used in the boatyard only due to safety issues.

Annual repair costs:

2011: Staff time to keep the machine operational in 2011 is in excess of 40 man hours. Repairs included: several tire repairs before they were finally replaced. Several hydraulic hoses replaced and hydraulic system repaired. Throttle linkage repaired, Right bucket ram repaired, water pump repaired, bucket cracks repaired, battery replaced and battery box repaired. Estimated repair cost (parts only) \$3,500.

- **Total Repair Cost 2011:** \$3,500 plus over 40 man hour of labor

Estimated 2012: Based on the current evaluation repairs will exceed the value of the machine. Current surplus value is estimated to be \$5,000.

Summary:

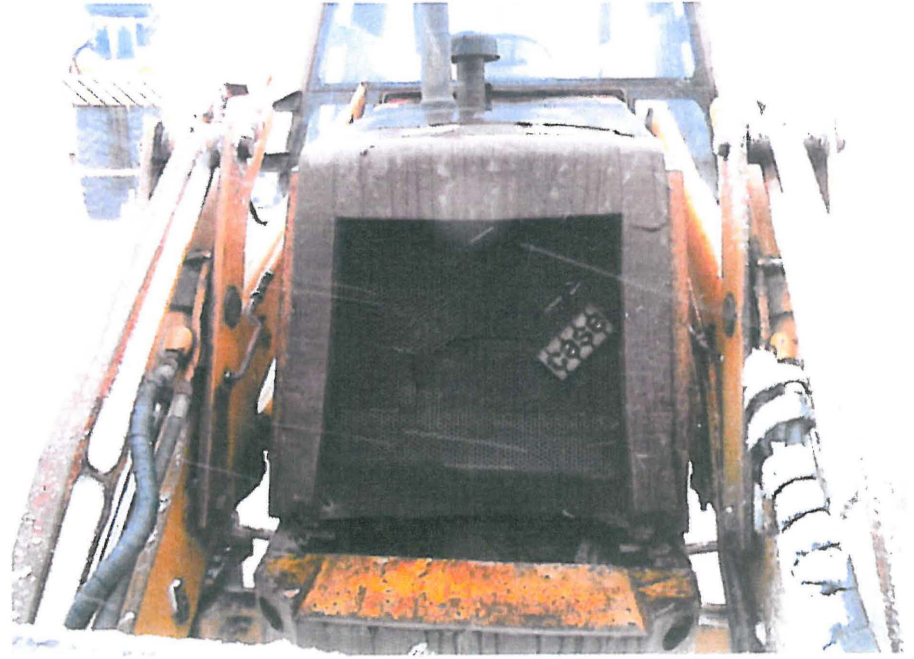
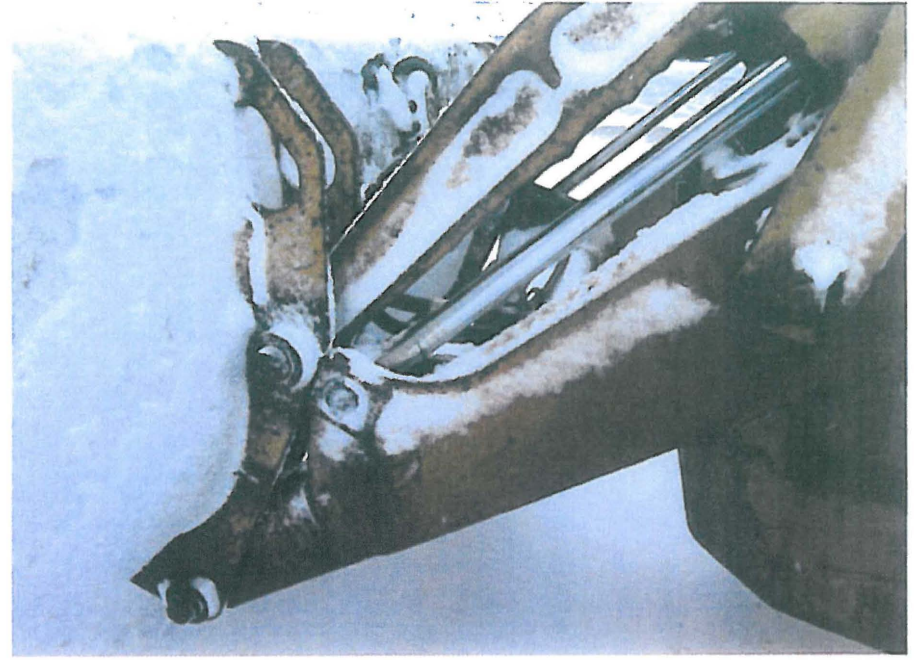
Unit # 39 is 22 years old and has been kept in service well beyond its useful life expectancy. It is no longer cost effective or safe keep in operation. Cost of repairs to keep it operational will likely exceed its value. I recommend replacing Unit # 39 and or selling it as surplus as soon as possible.

See attached photos

Backhoe #39, March 23, 2012



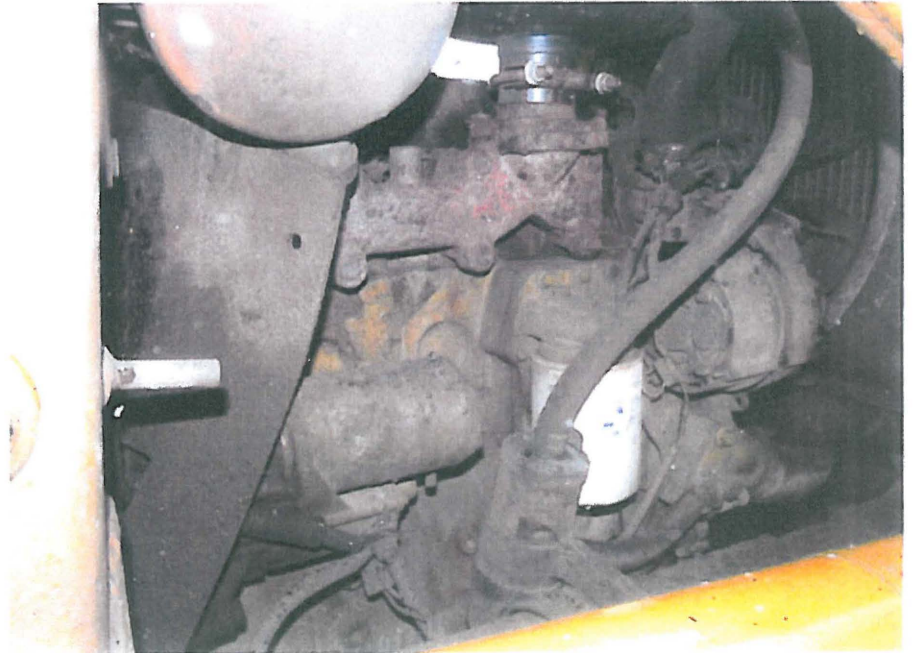
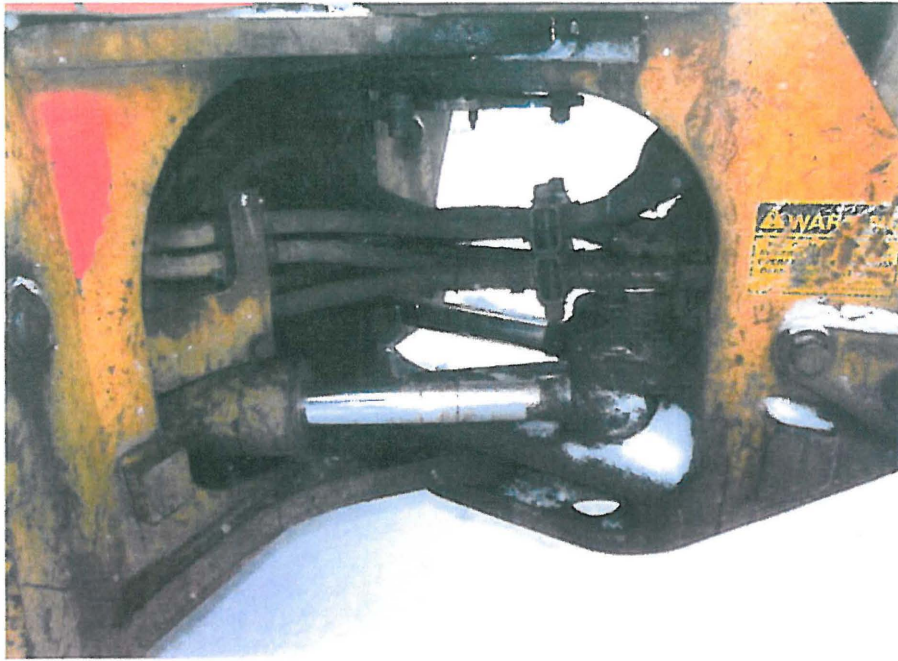
Backhoe #39, March 23, 2012



Backhoe #39, March 23, 2012



Backhoe #39, March 23, 2012



Backhoe #39, March 23, 2012



Backhoe #39, March 23, 2012





YUKON EQUIPMENT, INC.

2020 E. 3rd Avenue, Anchorage, AK 99501-2994
(907) 277-1541 • FAX (907) 276-6795
www.yukoneq.com



March 16, 2012

City of Kodiak
Harbor Div
Kodiak, AK 99615

Attention: Lon

We, at Yukon Equipment, are pleased to offer for your consideration one 2008 Case 580 Super M+, tag # U80073, S/N N8C434562 with about 1150 hrs.

This is in our rental fleet at present. It has 4-WL, Cab, Extindahoe, Ride control, Hyd coupler on loader, 93" loader bucket, Hyd coupler on backhoe, 24 HD, backhoe bucket, Combo flip pads, Pilot controls with auto up, Cloth suspension seat, Grid heat with dual batteries, a tool box, and a 9 ft plow blade to fit 580, We have put a 2 year power train + Hydraulics on it.

warranty

Price FOB Kodiak \$ 74,028.00

Should you require further information, please do not hesitate to contact us.

Sincerely,

Richard Kimball
Territory Manager
Yukon Equipment, Inc.

EQUIPMENT FOR CONTRACTING – UTILITY – GOVERNMENT




CITY OF KODIAK

HARBOR OPERATIONS

403 MARINE WAY, KODIAK, ALASKA 99615

TELEPHONE (907) 486-8080

FAX (907) 486-8090

From: Gerald Pherson, Equipment Maintenance Supervisor 

To: Martin Owen, Harbor Master

Re: Backhoe Evaluation, Anchorage: **Case Super M Plus, Unit # U80073**

Date: March 14th, 2012

On March 13th 2012, I traveled to Anchorage to inspect used backhoes available for purchase for the Harbor department. I inspected two backhoes at Yukon Equipment Inc. The following is my report for Yukon unit # U80073.

Description

- Unit # U80073
- 2008 Case Model Super M Plus, 1150 hours
- Quick Coupler for attachments, 4x4 w, pilot controls
- Warranty: 2 year power train and hydraulics

This backhoe was used by Yukon Equipment in their rental fleet. The engine has full power and all electrical components are working. The machine has relatively low hours and is in good overall condition except as noted:

1. The hoe on this unit had a lot of use as indicated by wear on the bushings, primarily on the swing bushings. Yukon will evaluate and replace if wear is excessive (less than 1000 hours of use remaining).
2. The wrist rests are worn out and the adjuster will not lock into position. Yukon will repair adjusters, wrist rests would cost about \$100 to replace, but not required.
3. There is some rust and paint peeling on the hood, this is just cosmetic.
4. The front axle is leaking oil through the axle seals. Yukon will repair before sale.

Summary:

This machine is in good condition overall and good value for the quoted price of \$74,028.00. Yukon will correct deficiencies prior to sale, except for the wrist rests that are a nominal cost. This unit has quick coupler feature that will allow the harbor to interchange a bucket and blade as desired.

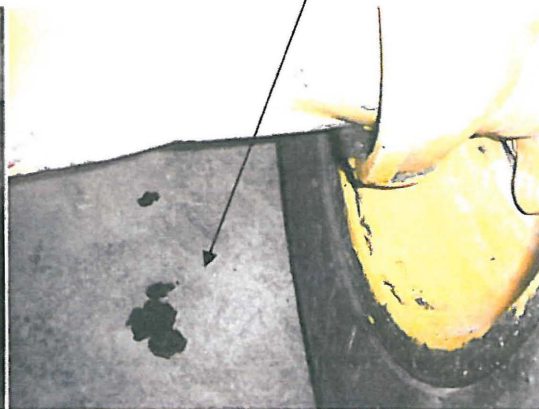
See attached photos



Quick Coupler feature allows bucket to be interchanged with blade attachment.



Front axle seal leak, to be repaired by Yukon.



ENGINE

Model	Case Family IV 445TA/E3 diesel, Tier III certified
Type	4-stroke, turbocharged
Cylinders	4
Bore/Stroke	4.09 in x 5.19 in (104 x 132 mm)
Displacement	274 in ³ (4.5 L)
Fuel injection	Direct high pressure common rail (HPCR)
Fuel	Diesel
Primary fuel filter	5 micron
Secondary fuel filter	30 micron w/water trap and indicating lamp
Air intake	Cross-flow
Cooling	Liquid
Engine speeds* (rpm)	
Rated speed, full load	2200
Low idle	900 - 1000
High idle, no load	2330 - 2430
Horsepower	
Gross	97 (72 kW) @ 2200 rpm
Net	95 (71 kW) @ 2200 rpm
Maximum torque @ 1400 rpm	
Gross	334 lb-ft (453 N-m)
Net	326 lb-ft (442 N-m)
Torque rise at rated speed	45%

NOTE: *Engine speeds with standard transmission.
Meets federal emission regulations.

ENGINE COOLING

Radiator	
Core type	Square wave
Core size area	487 in ² (.315 m ²)
Rows of tubes	5
Fan	
Style	9 blade viscous suction
Diameter	19.6 in (500 mm)
Ratio	1.4:1
Water pump	
Style	Integral
Engine oil Pump	Deep sump plate cooler with pressurized under-piston nozzles
Pump operating angle ratings	
Side-to-side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full-flow cartridge

TIRES

Front	4WD - 12.5/80 x 18, 8PR
Rear	4WD - 21L x 24, 10PR

POWERTRAIN

Transmission	4-speed synchromesh with hydraulically actuated clutches and electric F/R shuttle control, clutch disconnect buttons on the transmission shifter and loader control lever		
	4WD w/limited slip differential, outboard planetary drive, on-the-go push button activation and 12.5/80 x 18 front tires		
Gear ratios	Forward	Reverse	
1st	5.603	4.643	
2nd	3.431	2.884	
3rd	1.584	1.313	
4th	0.793	0.657	
Torque converter			
Ratio	2.64		
Differential lock	On-the-go push-button activation		
Front 4WD axle			
Differential ratio	2.5		
Planetary hub ratio	6.4		
Total reduction ratio	12.0		
Rear axle			
Differential ratio	2.5		
Planetary hub ratio	6.4		
Total reduction ratio	16.0		
Service brakes	Individually applied, power assisted, hydraulically actuated, maintenance-free, self-adjusting, outboard mounted, wet disc, 2 per side		
Disc area	384 in ² (.25 m ²)		
Parking brakes	String applied hydraulic release (SAHR)		
Travel speeds - mph (km/h)	1st	2nd	3rd 4th
Forward	4.0 (6.4)	6.3 (10.1)	13.5 (21.8) 25.4 (40.9)
Reverse	4.7 (7.6)	7.5 (12.1)	16.2 (26.1) 30.5 (49.1)

NOTE: Travel speeds at 2310 engine rpm.

ELECTRICAL

Voltage	12 volts, negative ground
Alternator	90 amp
Cold weather grid heater w/dual 12-volt, 850 CCA batteries	
Power plugs	(2) 30 amps ea.

HYDRAULICS

Pump	Variable displacement axial piston pump, transmission mounted
Main relief pressure	3100 + 0 - 100 psi @ 40 gpm (214 + 0 - 6 bar @ 151 L/min)
Filtration	7-micron, full flow replaceable cartridge on return line, condition indicator light for filter
Oil cooler	Heavy-duty
Loader flow @ rated engine rpm	
Combined functions	40.0 gpm @ 3100 psi (151 L/min @ 214 bar)
Individual functions	31.5 gpm @ 3100 psi (119 L/min @ 214 bar)
Loader control valve	
Pressure compensated loader hydraulics for simultaneous lift and bucket operation	
Hydraulics for simultaneous multifunction operation	
Sectional valve single lever control for lift, tilt and auxiliary hydraulics, positive hold float and return-to-dig	
Loader auxiliary hydraulics with proportional thumb switch w/detent on loader control handle	0 to 31.5 gpm (0 to 119 L/min)
Backhoe flow @ rated engine rpm	40 gpm @ 3100 psi (151 L/min @ 214 bar)
Pilot Backhoe Controls	
Backhoe Control Valve	
Pressure compensated backhoe	
Top 8-spool sectional closed-center with flushing inlet and circuits in parallel	
Backhoe auxiliary hydraulics	
Uni-directional flow, adjustable variable flow from 0 to 36 gpm (136 L/min)	
Control operation	
Pilot	Button on left joystick
Bi-Directional flow, variable flow from 0 to 38 gpm (144 L/min) @ rated engine rpm	
Control operation	
Dual proportional thumb control on left joystick	

OPERATOR ENVIRONMENT

ROPS/FOPS canopy
Key start
Hydrostatic steering
Vinyl air suspension seat w/180° swivel
Seat turn around idle
Electronic hand and foot throttles
Ergonomic loader control lever w/push-button activation of differential lock and transmission de-clutch
Backhoe pilot controls
(2) Accessory power plugs (30 amp)
Anti-vandalism covers (canopy only)
Cup holder
Coat hook w/tether strap (cab only)
Interior rearview mirror
3 in (76 mm) retractable seat belt
Storage compartment w/lid
Left side storage tray
+900 lb (408 kg) counterweight
Extendahoe
4WD

INSTRUMENTATION

Vehicle Control Module w/menu driven options and onboard diagnostics
Cruise control
Foot throttle sensitivity
Cold weather idle settings
Maintenance settings
Gauges
Engine water temperature
Converter oil temperature
Fuel
Tachometer/hourmeter
Voltmeter
Warning lights
Air cleaner restriction
Alternator
A/C high pressure
Cold start
Engine oil pressure
Hydraulic oil filter bypass
Parking brake
Rear axle fluid temperature sensing system
Low fuel
Audible alarms w/diagnostics
Coolant temperature
Engine oil pressure
Parking brake engagement
Shuttle engagement/seat position
Backup alarm
Horn - dual switched front & rear

TURNING DIAMETER

4WD – engaged
Brakes on 23 ft 11 in (7.29 m)
Brakes off 29 ft 8 in (9.08 m)
4WD – disengaged
Brakes on 22 ft 6 in (6.85 m)
Brakes off 27 ft 0 in (8.22 m)

NOTE: Turning diameter dimensions curb to curb w/21L x 24 tires and 93 (2.36 m) general purpose bucket.

OPERATING WEIGHTS

Lightest Configuration
Unit equipped with 4WD, ROPS canopy, vinyl air suspension seat, 93 in (2.36 m) general purpose loader bucket, 24 in (610 mm) Universal backhoe bucket, Extendahoe dipper, 21L x 24 rear tires, 12.5 x 80/18 front tires, single battery, flip over stabilizer pads, 900 lb counterweight, no operator 14,905 lb (6761 kg)
Heaviest Configuration
Unit equipped with 4WD, ROPS 2 door cab, cloth air suspension seat, 93 in (2.36 m) 4 IN 1* loader bucket, 24 in (610 mm) Universal backhoe bucket, Extendahoe* dipperstick, 21L x 24 rear tires, dual batteries, flip stabilizer pads, 900 lb counterweight, no operator 18,128 lb (8,223 kg)

Add-on weights
Cab (over canopy) +454 lb (206 kg)
Extendahoe® +496 lb (225kg)
4WD w/driveshaft guard +283 lb (128 kg)

SERVICE CAPACITIES

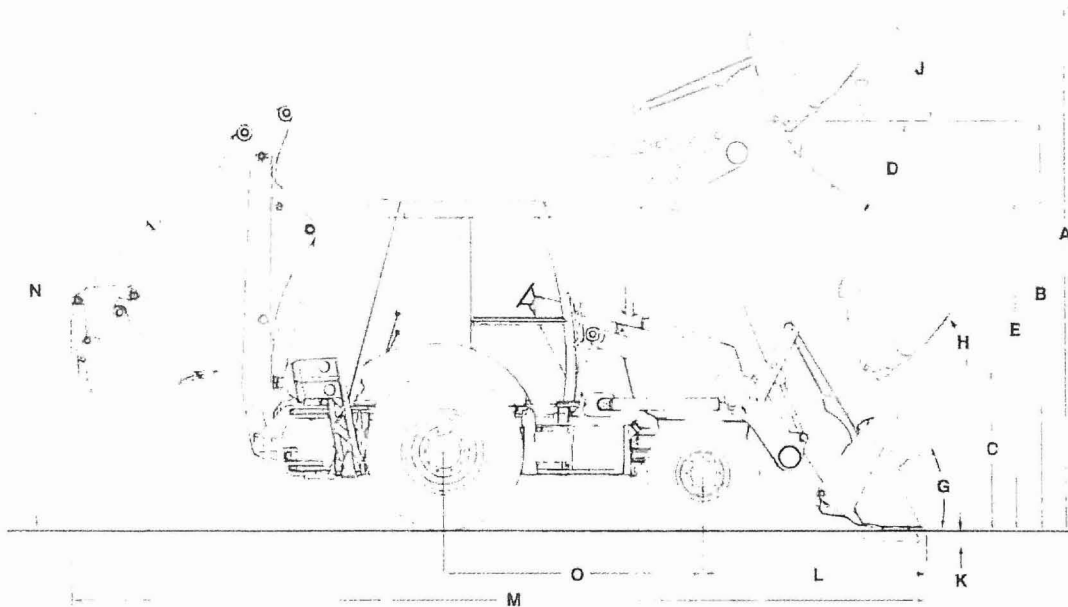
Fuel tank 42.0 gal (159 L)
Hydraulic system
Total 29.5 gal (11.5 L)
Total w/Extendahoe® 31.0 gal (117.2 L)
Reservoir w/filter 12.5 gal (47.1 L)
Reservoir w/o filter 12.0 gal (45.2 L)
Transmission
4WD Total system 20.5 qt (19.4 L)
4WD Front axle
Differentials 6.7 qt (6.3 L)
Planetaries .63 qt (.6 L)
Rear axle
Differential and planetaries 9.7 qt (18.6 L)
Engine oil w/filter 14.4 qt (13.6 L)
Cooling system
w/heater 19.0 qt (18.0 L)
w/o heater 18.3 qt (17.3 L)
Window washer reservoir 3.5 qt (3.3 L)

LOADER

Single-lever control for lift and tilt
Positive hold float
Return-to-dig
Automatic self-leveling
In-line, reverse linkage
Dual parallel dump cylinders
Clutch disconnect button on loader control and shift levers
Bucket position indicator
Loader Bucket Sizes
Width Weight Struck Heaped
General Purpose Bucket
93 in 933 lb* 1.07 yd ³ 1.25 yd ³
(2.36 m) (423 kg) (0.82 m ³) (0.96 m ³)
4 IN 1* Bucket
93 in 1,628 lb 1.0 yd ³ 1.2 yd ³
(2.36 m) (738 kg) (0.76 m ³) (0.92 m ³)

BACKHOE

Pilot operated control system
Fingertip stabilizer controls
Thumb operated proportional extendahoe control
One touch idle
Thumb operated proportional auxiliary hydraulics
Infinitely adjustable towers w/wrist wrists
In cab pattern changer
Over-center design
Cast, ductile iron boom, and swing tower
Closed-center hydraulics - Pro Control System
17, 940 lb-ft (24 370 N-m) swing torque
Case attachment coupler
Flip over stabilizer pads
Backhoe Bucket Sizes
Width Weight Heaped
Universal Buckets
12 in 290 lb 3.40 ft ³
(305 mm) (132 kg) (0.10 m ³)
16 in 346 lb 3.60 ft ³
(406 mm) (157 kg) (0.10 m ³)
18 in 350 lb 5.30 ft ³
(457 mm) (159 kg) (0.15 m ³)
24 in 413 lb 7.70 ft ³
(610 mm) (187 kg) (0.22 m ³)
30 in 475 lb 10.20 ft ³
(762 mm) (215 kg) (0.29 m ³)
36 in 535 lb 12.70 ft ³
(914 mm) (243 kg) (0.36 m ³)
High Capacity Buckets
24 in 450 lb 8.50 ft ³
(610 mm) (204 kg) (0.24 m ³)
30 in 517 lb 10.60 ft ³
(762 mm) (235 kg) (0.30 m ³)



LOADER DIMENSIONS

	General Purpose Bucket*	4 IN 1 st Bucket
A. Overall operating height – fully raised	14 ft 4 in (4.36 m)	14 ft 7 in (4.45 m)
Height to –		
B. Bucket hinge pin fully raised	11 ft 6 in (3.51 m)	11 ft 6 in (3.51 m)
C. Bucket hinge pin @ SAE carry	13.1 in (334 mm)	14.6 in (372 mm)
D. Dump angle @ full height	45°	45°
E. Dump clearance @ full height, 45° dump –		
Bucket	9 ft 2 in (2.80 m)	9 ft 3 in (2.83 m)
Clam open	NA	10 ft 0 in (3.06 m)
F. Dump reach @ full height, 45° dump –		
Bucket	30.0 in (763 mm)	27.8 in (707 mm)
Clam open	NA	14.3 in (362 mm)
Bucket rollback –		
G. @ groundline	40°	40°
H. @ SAE carry	45°	45°
J. @ full height	Adjustable	Adjustable
K. Digging depth below grade –		
Bucket flat	1.3 in (33 mm)	2.4 in (61 mm)
L. Reach from front axle centerline – bucket on ground	77.6 in (1.97 m)	75.2 in (1.91 m)
Lift capacity to full height	6,182 lb (2804 kg)	5,514 lb (2501 kg)
Breakout force –		
Lift cylinders	9,164 lbf (40 760 N)	8,904 lbf (39 600 N)
Dump cylinders	9,480 lbf (42 170 N)	10,302 lbf (45 820 N)
Bucket cutting edge width	82 in (2.08 m)/93 in (2.36 m)	82 in (2.08 m)
Maximum grading angle	116°	116°
Maximum clam opening	NA	38.3 in (972 mm)
Moldboard height	NA	36.8 in (934 mm)
Raising time to full height	3.4 sec	3.4 sec
Bucket dumping time	1.5 sec	1.5 sec
Lowering time –		
Power down	2.4 sec	2.4 sec
Return-to-dig	3.2 sec	3.2 sec
Clam –		
Open time	NA	2.3 sec
Close time	NA	3.1 sec

NOTE: Loader dimensions taken with 4WD, 21L x 24 rear tires and 93 in (2.36 m) general purpose bucket *without bolt-on cutting edge.

DIMENSIONS

	Extendahoe*	
	Retracted	Extended
M. Overall transport length –		
General purpose bucket	22 ft 10 in (6.95 m)	NA
4 IN 1° bucket	22 ft 8 in (6.92 m)	NA
Overall transport width	7 ft 9 in (2.36 m)	NA
Height –		
To top of canopy	8 ft 11 in (2.71 m)	8 ft 11 in (2.71 m)
To top of cab	8 ft 11 in (2.73 m)	8 ft 11 in (2.73 m)
To top of exhaust stack	8 ft 9 in (2.66 m)	8 ft 9 in (2.66 m)
N. Transport	11 ft 4 in (3.44 m)	NA
Ground clearance at backhoe frame	14.5 in (366 mm)	14.5 in (366 mm)
Angle of departure	20°	20°
Front wheel tread –		
2WD	72.7 in (1.85 m)	72.7 in (1.85 m)
4WD	77.0 in (1.96 m)	77.0 in (1.96 m)
Rear wheel tread	69.6 in (1.77 m)	69.6 in (1.77 m)
Width across front tires		
2WD	88.3 in (2.24 m)	88.3 in (2.24 m)
4WD	89.6 in (2.28 m)	89.6 in (2.28 m)
Width across rear tires	91.8 in (2.33 m)	91.8 in (2.33 m)
O. Wheelbase –		
2WD	84 in (2.13 m)	84 in (2.13 m)
4WD	84.5 in (2.15 m)	84.5 in (2.15 m)

NOTE: Dimensions taken with 21L x 24 rear tires and 12.5/80 x 18 front tires except that data marked 2WD is taken with 14.5/75 x 16.1 front tires.

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke
Loader			
Lift (2)	3.25 in (82.6 mm)	1.75 in (44.5 mm)	30.2 in (766 mm)
Bucket (2)	3.0 in (76 mm)	1.5 in (38.1 mm)	20.6 in (522 mm)
4 IN 1° clam (2)	3.0 in (76 mm)	1.75 in (44.5 mm)	9.1 in (231 mm)
Backhoe			
Boom	5.25 in (133.4 mm)	2.50 in (63.5 mm)	33.2 in (842 mm)
Dipperstick	5.0 in (127 mm)	2.5 in (63 mm)	22.9 in (583 mm)
Bucket	3.5 in (89 mm)	2.5 in (63 mm)	34.3 in (872 mm)
Extendahoe*	3.0 in (76 mm)	1.75 in (44.5 mm)	42.0 in (1.07 m)
Swing (2)	4.0 in (101.6 mm)	2.0 in (50.8 mm)	11.5 in (292 mm)
Stabilizer (2)	4.25 in (108 mm)	2.0 in (50.8 mm)	20.4 in (519 mm)
Steering			
2WD	2.75 in (69.9 mm)	1.5 in (38.1 mm)	6.7 in (170 mm)
4WD	2.48 in (63 mm)	1.5 in (38.1 mm)	9.53 in (242 mm)

Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

BACKHOE LIFT CAPACITIES

Boom Lift	Distance from swing pivot (m)	Extendahoe*	
		Retracted	Extended
		Backhoe lift capacity – lb (kg)	Backhoe lift capacity – lb (kg)
+16 ft (4.87 m)			12 ft 5 in (3.79)
+14 ft (4.27 m)	9 ft 6 in (2.89)	2,350 (1066)	14 ft 7 in (4.45)
+12 ft (3.66 m)	11 ft 10 in (3.61)	2,575 (1168)	16 ft 2 in (4.93)
+10 ft (3.05 m)	13 ft 4 in (4.06)	2,700 (1225)	17 ft 2 in (5.23)
+8 ft (2.44 m)	14 ft 5 in (4.40)	2,650 (1202)	18 ft 0 in (5.49)
+6 ft (1.83 m)	15 ft 2 in (4.62)	2,600 (1179)	18 ft 7 in (5.67)
+4 ft (1.22 m)	15 ft 6 in (4.72)	2,575 (1168)	18 ft 10 in (5.74)
+2 ft (0.61 m)	15 ft 7 in (4.75)	2,525 (1145)	18 ft 11 in (5.77)
Ground Level	15 ft 5 in (4.70)	2,425 (1100)	18 ft 10 in (5.74)
-2 ft (0.61 m)	15 ft 0 in (4.57)	2,400 (1088)	18 ft 5 in (5.62)
-4 ft (1.22 m)	14 ft 2 in (4.32)	2,300 (1043)	17 ft 9 in (5.41)
-6 ft (1.83 m)	12 ft 10 in (3.91)	2,300 (1043)	16 ft 9 in (5.11)
-8 ft (2.44 m)	11 ft 2 in (3.40)	2,300 (1043)	15 ft 7 in (4.75)
-10 ft (3.05 m)	8 ft 7 in (2.62)	2,425 (1099)	13 ft 11 in (4.24)
-12 ft (3.66 m)			11 ft 7 in (3.53)
-14 ft (4.27 m)			7 ft 11 in (2.41)
Dipper Lift			
+14 ft (4.27 m)			13 ft 4 in (4.06)
+12 ft (3.66 m)	10 ft 7 in (3.23)	4,360 (1978)	14 ft 3 in (4.35)
+10 ft (3.05 m)	11 ft 2 in (3.40)	4,190 (1901)	14 ft 6 in (4.42)
+8 ft (2.44 m)	10 ft 11 in (3.33)	4,160 (1887)	14 ft 5 in (4.40)
+6 ft (1.83 m)	10 ft 2 in (3.10)	4,680 (2123)	13 ft 11 in (4.24)
+4 ft (1.22 m)	8 ft 3 in (2.58)	5,590 (2536)	12 ft 11 in (3.94)

BACKHOE OPERATIONAL DATA

	Extendahoe*	
	Retracted	Extended
Digging depth –		
Maximum	14 ft 10 in (4.52 m)	18 ft 3 in (5.56 m)
Maximum w/hi-capacity bucket	15 ft 3 in (4.65 m)	18 ft 8 in (5.69 m)
2 ft (610 mm) flat bottom	14 ft 8 in (4.47 m)	18 ft 2 in (5.54 m)
8 ft (2.44 m) flat bottom	13 ft 9 in (4.19 m)	17 ft 6 in (5.33 m)
Overall reach from –		
Rear axle centerline	22 ft 0 in (6.70 m)	25 ft 5 in (7.75 m)
Swing pivot	18 ft 5 in (5.61 m)	21 ft 10 in (6.65 m)
Loading height	11 ft 5 in (3.48 m)	13 ft 3 in (4.04 m)
Loading reach – dipper retracted	8 ft 8 in (2.64 m)	11 ft 6 in (3.50 m)
Swing arc	180°	180°
Bucket rotation –		
#1 position	164°	164°
#2 position	190°	190°
Stabilizer spread – operating	11 ft 1 in (3.38 m)	11 ft 1 in (3.38m)
Digging force –		
Bucket cylinder	12,821 lbf (57 031 N)	12,821 lbf (57 031 N)
Dipper cylinder	7,784 lbf (25 066 N)	5,635 lbf (25 066 N)
	w/bucket @ 50°	w/bucket @ 51°
Leveling angle		
maximum slope that backhoe will make vertical cut	12°	12°

NOTE: Lift capacities apply straight to the rear of prime mover. Equipped with 24 in (610 mm) Universal H.D. trenching bucket and Case coupler except as noted.

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

See page 2

ENGINE

Case Family IV 445TA/E3 non EGR turbocharged diesel
Tier III certified
Integral crank driven balancer
Automatic fan belt tensioner
Integral engine oil cooling
Primary 5 micron fuel filter
Secondary 30 micron fuel filter w/water trap
Dual element air cleaner with integral pre-cleaner
90 amp alternator
(2) 850 CCA 12-volt batteries
Grid heater
Heavy-duty radiator w/deaeration bottle
Non-spark-arresting muffler
Aspirated air cleaner
Swing out fuel cooler
Cruise control

LOADER

See page 2

BACKHOE

See page 2

POWERTRAIN

4WD
4F/4R Power shuttle synchromesh transmission
Torque converter
Transmission de-clutch
Electro-hydraulic differential lock
Hydrostatic steering
Wet disc brakes
Remote lube front axle pivot

HYDRAULICS

2-spool loader control valve
7-spool backhoe control valve
Heavy-duty oil cooler

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/rear tie downs
Reflective logos
Lights - Cab and Canopy
(2) Rear tail/stop
(2) Front flashers/turn
(2) Rear flashers/turn
(2) Front & 4 rear adjustable halogen lights (55 w)
Tool box
900 lb (408 kg) counterweight
3 in (76 mm) retractable seat belt
Ride control
Flip over stabilizer pads

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

2 door cab with --
Air-conditioning, 100% filtered air, in-cab filter access, 8 adjustable roof vents, 2 floor vents, w/heater
Defroster
Dome light - door activated
Wipers, front and rear
Tinted glass
Floor mat
Cloth air suspension seat
Tilt wheel
Radio-ready kit w/antenna and speakers
Side window partial hold open
Inside release for side windows
Cab Convenience Package
Windshield washer w/adjustable nozzles (front & rear)
Reduced sound level to 72 dB(A)
Sun visor
Vinyl-covered interior

Cab, right door
Canopy Convenience Package
Front windshield w/wiper & washer
85 dB(A) sound
Floor mat
Sun visor

LOADER

Hydraulic attachment coupler
Attachment auxiliary hydraulics
3-spool valve hydraulics w/thumb controlled electro hydraulic switch w/detent
Buckets (see page 2)

BACKHOE

Case integrated hydraulic coupler
Buckets (see page 2)

ENGINE

Spark arresting muffler

POWERTRAIN

4 x 3 Powershift transmission with Autoshift (4WD unit only)
Comfort Steer

HYDRAULICS

Auxiliary backhoe uni-directional hydraulics
Auxiliary backhoe bi-directional hydraulics
Button operated for pilot controls

OTHER

Special paint

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Equipment Inc. does not warrant the safety or reliability of attachments from other manufacturers.

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Replaces form no. CCE1300803

Printed in U.S.A.

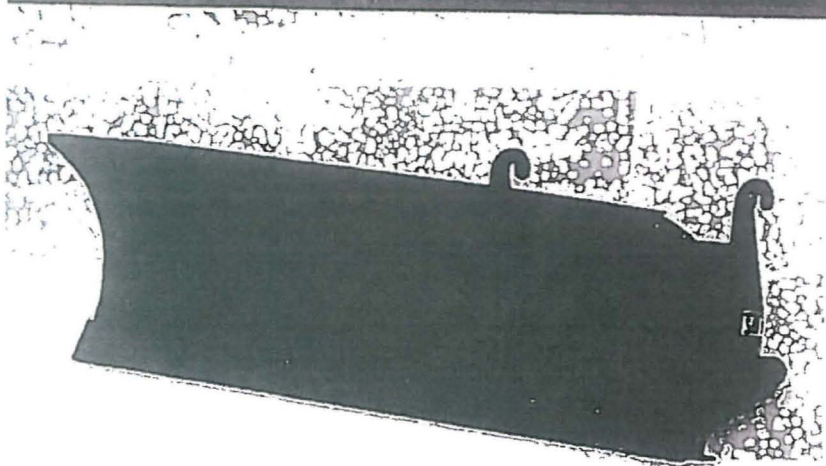


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All Case construction equipment is biodiesel ready.



MODEL	570LXT	570MXT	580L	580M	580M SERIES 2/3	580SL	580SM	580SM SERIES 2/3	580SM+ SERIES 2/3	590SL	590SM	590SM SERIES 2/3	WEIGHT (lbs.)
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108" SNOW BLADES,
HYDRAULIC ANGLE
Part No. 251018A1

1,250

SNOW BLADE

Keep your machine working all year round. Couple up to a big 9' hydraulic angle snow blade and clear driveways and parking lots fast.



FEATURES:

- 108" wide x 32" blade height
- Hydraulic angle (maximum 35°)
- Replaceable edge, adjustable skid shoes
- Heavy structural steel frame
- Flat face hydraulic quick disconnects included
- Hydraulic hoses included

REQUIREMENTS FOR OPERATION:

- Requires standard auxiliary hydraulics, hydraulic quick coupler or mechanical quick coupler, and hose hydraulic kit. (Part No. 196802A1)



YUKON EQUIPMENT, INC.

2020 E. 3rd Avenue, Anchorage, AK 99501-2994
(907) 277-1541 • FAX (907) 276-6795
www.yukoneq.com



March 16, 2012

City of Kodiak
Harbor Div
Kodiak, AK 99615

Attention: Lon

We, at Yukon Equipment, are pleased to offer for your consideration one 2008 Case 580 Super M Ser3, tag # U80187, S/N N8C504847 with about 1190 hrs.

This is in our rental fleet in Anchorage at present. It has 4-WL, Cab, Extendahoe, 82" loader bucket, 24HD backhoe bucket, Combo flip pads, Pilot controls with auto up, Cloth suspension seat, Grid heat with dual batteries, tool box. We have put a 2yr power train + hydraulics warranty on it.

Price FOB Kodiak \$ 69,033.00

Should you require further information, please do not hesitate to contact us.

Sincerely,

Richard Kimball
Territory Manager
Yukon Equipment, Inc.




CITY OF KODIAK

HARBOR OPERATIONS

403 MARINE WAY, KODIAK, ALASKA 99615

TELEPHONE (907) 486-8080

FAX (907) 486-8090

From: Gerald Pherson, Equipment Maintenance Supervisor 

To: Martin Owen, Harbor Master

Re: Backhoe Evaluation, Anchorage: **Case Super M, Unit # U80187**

Date: March 14th, 2012

On March 13th 2012, I traveled to Anchorage to inspect used backhoes available for purchase for the Harbor department. I inspected two backhoes at Yukon Equipment Inc. The following is my report for Yukon unit # U80187.

Description

- Unit # U80187
- 2008 Case Model Super M Series 3, 1190 hours
- 4x4 w, pilot controls, electronic parking brake
- Warranty: 2 year power train and hydraulics

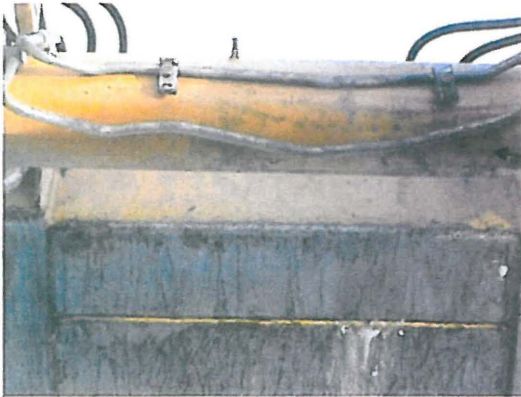
This backhoe was used by Yukon Equipment in their rental fleet. This was used gently and is in good overall condition with relatively low hours. All pins and bushings are in good condition and tight. Engine and drive train appear in good condition. All electrical components work at this time. The interior is clean and well maintained. The only deficiency noted:

1. Loose hydraulic tube on the bucket, Yukon will repair before purchase.
2. Rear tires are worn and probably will need replacement within a year. The tires on the harbors existing backhoe are in fair to good condition and can be swapped out before it is surplus.

Summary:

This machine is in good condition overall and good value for the quoted price of \$69,003.00. This unit does not have the quick coupler that will allow the harbor to interchange a bucket and blade as desired, but is a suitable option if a unit with quick couplers is not available.

See attached photos



Hydraulic tube loose from bracket. Yukon will replace before sale.

